



Llywodraeth Cymru
Welsh Government

Standard Form Invitation to Participate in Dialogue (ITPD) Document for use in respect of Mutual Investment Model (MIM) Projects

Version 1 (September 2017)

[Drafting Note to Contracting Authorities: insert appropriate logo.]

[*] [Drafting Note to Contracting Authorities: insert name of Contracting Authority.]**

Invitation to Participate in Dialogue (ITPD) Document in respect of [*] [Drafting Note to Contracting Authorities: insert name of Project.]**

[*] [Drafting Note to Contracting Authorities: insert reference number and date of the contract notice published by the Contracting Authority in the Official Journal of the European Union in relation to the Procurement Process.]**

[*] [Drafting Note to Contracting Authorities: insert the Sell2Wales portal reference number and date.]**

VOLUME ONE

[Drafting Note to Contracting Authorities: in terms of Regulation 53 of the Public Contracts Regulations 2015, all "procurement documents" need to be available electronically at the same time as the Contract Notice is published. The ITPD Document will, therefore, need to be published at the same time as the Contract Notice, Descriptive Document and PQQ. All of these procurement documents have been developed as a suite of documents which can be published at the same time. There are a number of sections in the ITPD Document which are repeated sections from the Descriptive Document. The text in these sections should be exactly the same. The version of the ITPD Document which is published at the same time as the Contract Notice will be "version 1" of the ITPD Document. Please note that as part of CAP2, the ITPD will be reviewed and any revised version of the ITPD Document will need to be submitted at this time.]

[Drafting Note to Contracting Authorities: This Standard Form ITPD Document has been prepared on the basis of Version 1 (March 2017) of each of the MIM Standard Form Project Agreement (Accommodation Version), MIM Standard Form Project Agreement (Roads Version) and MIM Standard Form Project Agreement User Guide and should be interpreted accordingly.]

FOREWORD

[Drafting Note to Contracting Authorities: insert foreword from Descriptive Document.]

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GLOSSARY

[Drafting Note to Contracting Authorities: to be updated as required. For example, updates to the Glossary may be required when Contracting Authorities develop text which is contained in drafting notes and/or use optional text contained in square brackets.]

Ancillary Documents	means the Funders' Direct Agreement, the Collateral Agreements and the Shareholders' Agreement (as each such term is defined in the Project Agreement).
Annual Service Payment	has the meaning given to it in the Project Agreement.
Application	means the application for the Planning Permission. [Drafting Note to Contracting Authorities: to be used if you are procuring an accommodation MIM project.]
Authority's Construction Requirements	has the meaning given to it in the Project Agreement.
Authority Services	has the meaning given to it in the Project Agreement. [Drafting Note to Contracting Authorities: to be used if you are procuring an accommodation MIM project.]
BIM	means Building Information Modelling.
Bootcamp	means a series of intensive meetings between the Contracting Authority and each Participant following submission of Detailed Solutions.
Contractor	has the meaning given in the Project Agreement.
Contract Notice	means the notice published by the Contracting Authority in the OJEU in relation to the Procurement Process dated [***] and with reference number [***]. [Drafting Note to Contracting Authorities: insert date of notice and reference number.]
Contracting Authority	means [***]. [Drafting Note to Contracting Authorities: insert full designation of Contracting Authority.]
day	means a calendar day(s).
Data Room	means the data room for the Project which is established by the Contracting Authority.
Departure	has the meaning given in Section 4.5 of Part A of Volume One of the ITPD Document. [Drafting Note to Contracting Authorities: to be used if you are procuring a roads MIM project.]
Descriptive Document	means the descriptive document in respect of the

	Project.
Design Checker	has the meaning given in Section 4.6 of Part A of Volume One of the ITPD Document. [Drafting Note to Contracting Authorities: to be used if you are procuring a roads MIM project.]
Detailed Solution	means the detailed solution received from a Participant in response to the ITCD and ITCD Document.
Developer	has the meaning given in the Project Agreement.
Dialogue Meeting	means a meeting between a Contracting Authority and a Participant during the Dialogue Period.
Dialogue Period	means the period commencing on the date of issue of the ITPD by the Contracting Authority and ending on the date of issue by the Contracting Authority of the notification that the dialogue has been concluded.
Draft Schedule of Accommodation	has the meaning given in Section 4.4.1 of Part A of Volume One of the ITPD Document. [Drafting Note to Contracting Authorities: to be used if you are procuring an accommodation MIM project.]
Economic Operator(s)	means any person or public entity or group of such persons and entities, including any temporary association of undertakings, which offers the execution of works or a work, the supply of products or the provision of services on the market. Where the Economic Operator is a consortium, "Economic Operator" means each member of the consortium.
Facilities	has the meaning given in the Project Agreement. [Drafting Note to Contracting Authorities: to be used if you are procuring an accommodation MIM project.]
Final Tender	means a final tender received from a Participant in response to the ITSFT and ITSFT Document.
Final Tender Participant Specific Project Agreement	has the meaning given in Section 2.4.4.1 of Part B of Volume One of the ITPD Document.
Final Tender Participant Specific SHA	has the meaning given in Section 2.4.4.4 of Part B of Volume One of the ITPD Document.
Financial Close	means the commercial and financial close of the Project immediately prior to contract award.
Financial Model	has the meaning given to it in the Project Agreement.

Group 1 Equipment	has the meaning given in the Project Agreement. [Drafting Note to Contracting Authorities: to be used if you are procuring a health MIM project and similar definitions for the other groups of equipment are to be included.]
Hold Co	means the holding company of Project Co.
Initial Solution	means the initial solution submitted by a Participant in response to the ITPD and ITPD Document.
Initial Solution Template	means the template for the Initial Solution set out in Part C of Volume One of the ITPD Document.
ITCD	means invitation to continue dialogue.
ITCD Document	means the package of documents, issued to each Participant in respect of the ITCD Stage, as may be amended from time to time by the Contracting Authority, and shall include any supplemental documents issued as part of the ITCD Stage of the Procurement Process.
ITCD Stage	means the period commencing on the date of issue of the ITCD by the Contracting Authority and ending on the date of issue by the Contracting Authority of the notification that the dialogue has been concluded.
ITPD	means invitation to participate in dialogue.
ITPD Document	means the package of documents, issued to each Participant in respect of the ITPD Stage, as may be amended from time to time by the Contracting Authority, and shall include any supplemental documents issued as part of the ITPD Stage of the Procurement Process.
ITPD Stage	the period commencing on the date of issue of the ITPD by the Contracting Authority and ending on the date of issue by the Contracting Authority of the ITCD.
ITSFT	means invitation to submit Final Tenders.
ITSFT Document	means the package of documents, issued to each Participant in respect of the ITSFT Stage, as may be amended from time to time by the Contracting Authority, and shall include any supplemental documents issued as part of the ITSFT Stage of the Procurement Process.

ITSFT Stage	the period commencing on the date of issue of the ITSFT by the Contracting Authority and ending on the commencement of Financial Close.
Key Sub-Contractor	has the meaning given to it in the Project Agreement.
Lifecycle Replacement	has the meaning given to it in the Project Agreement.
MIM	means Mutual Investment Model.
MIM Standard Form Project Agreements User Guide	means the MIM Standard Form Project Agreements User Guide published by Welsh Government on 31 March 2017. [Drafting Note to Contracting Authorities: please check date of latest version and update as appropriate.]
MIM Standard Form Project Agreement	means the MIM Standard Form Project Agreement [(Accommodation Version)/(Roads Version)] [Drafting Note to Contracting Authorities: please delete reference to (Accommodation Version) or (Roads Version) as appropriate and remove square brackets] published by the Welsh Government on 31 March 2017 [Drafting Note to Contracting Authorities: please check date of latest version and update as required.] , tailored in accordance with the MIM Standard Form Project Agreements User Guide.
MIM Standard Form Shareholders' Agreement	means the form of shareholders' agreement published by the Welsh Government on [***]. [Drafting Note to Contracting Authorities: please check date of latest version and update as required.]
OJEU	means the Official Journal of the European Union.
Operational Functionality	has the meaning given to it in the Project Agreement. [Drafting Note to Contracting Authorities: to be used if you are procuring an accommodation MIM project.]
Orders	has the meaning given to it in the Project Agreement. [Drafting Note to Contracting Authorities: to be used if you are procuring a roads MIM project.]
Participant	means an Economic Operator who, following submission of a PQQ Response, has been invited by the Contracting Authority to participate in the competitive dialogue for the Project.
Participant Specific Project Agreement	has the meaning given in Section 2.4.2.3 of Part B of Volume One of the ITPD Document.
Participant Specific Shareholders'	has the meaning given in Section 2.4.2.3 of Part B of

Agreement	Volume One of the ITPD Document.
Planning Permission	means outline planning permission for the Facilities under the Town and Country Planning Act 1990 and any corresponding reserved matters approval and/or discharge of pre-commencement condition. [Drafting Note to Contracting Authorities: to be used if you are procuring an accommodation MIM project.]
PQQ	means the prequalification questionnaire in respect of the Project.
PQQ Response	means the information that each Economic Operator (including any Relevant Organisation, Parent Company and Subcontractor which submits a response to the PQQ together with the Economic Operator) provides in response to the PQQ.
Procurement Process	means the competitive dialogue procedure adopted by the Contracting Authority for the procurement of the Project, including prequalification and shortlisting, competitive dialogue, participation in Dialogue Meetings, submission of proposals in respect of Dialogue Meetings, Initial Solutions, Detailed Solutions and Final Tenders and clarification and finalisation of the Project Agreement and any other documents to be entered into under or in relation to the Project Agreement.
Programmed Maintenance	has the meaning given to it in the Project Agreement.
Prohibited Amendments	has the meaning given in paragraph 2.4.2.4 of Part B of Volume One of the ITPD Document.
Project	means [***]. [Drafting Note to Contracting Authorities: Contracting Authority to describe its MIM project.]
Project Agreement	means the [contract for the design, build, finance and maintenance of ***] [Drafting Note to Contracting Authorities: insert description of facilities/road.] to be entered into between the Contracting Authority and the Successful Participant (as Project Co), in respect of the Project, based on the MIM Standard Form Project Agreement and adjusted to reflect project and sector specifics in accordance with the MIM Standard Form Project Agreements User Guide, substantially in the form contained in Volume Two of the ITPD Document and as may be amended from time to time in accordance with the Procurement Process.
Project Co	means the counterparty to enter into the Project Agreement with the Contracting Authority.

Project Facilities	has the meaning given in the Project Agreement. [Drafting Note to Contracting Authorities: to be used if you are procuring a roads MIM project.]
Project Road	has the meaning given to it in the Project Agreement. [Drafting Note to Contracting Authorities: to be used if you are procuring a roads MIM project.]
Reference Design	has the meaning given in Section 4.4 of Part A of Volume One of the ITPD Document. [Drafting Note to Contracting Authorities: to be used if you are procuring an accommodation MIM project.]
Reference Design Requirements	has the meaning given in Section 4.4 of Part A of Volume One of the ITPD Document. [Drafting Note to Contracting Authorities: to be used if you are procuring an accommodation MIM project.]
Regulations	means the Public Contracts Regulations 2015 (SI 2015/102) and reference to "Regulation" is to a specific regulation thereof.
Relevant Organisation	means each of the following relevant organisations where relevant to the Economic Operator's contractual structure: the Developer; Contractor; and/or Service Provider. [Drafting Note to Contracting Authorities: Contracting Authority adjust as appropriate.]
Relevant Standstill Period	has the meaning given in Section 3.8.1 of Part A of Volume One of the ITPD Document.
Restricted Services	has the meaning given in the Project Agreement. [Drafting Note to Contracting Authorities: to be used if you are procuring a roads MIM project.]
Room Data Sheets	has the meaning given to it in the Project Agreement. [Drafting Note to Contracting Authorities: to be used if you are procuring an accommodation MIM project.]
Senior Debt	means bank or institutional funding provided to a scheme which is unrelated to any equity investment.
Service Commencement	has the meaning given to it in the Project Agreement.
Service Level Specification	has the meaning given in the Project Agreement.
Service Provider	has the meaning given in the Project Agreement.
Services	has the meaning given to it in the Project Agreement.
Schedule	means a schedule to the Project Agreement.

Schedule of Accommodation	has the meaning given in Section 4.4.1 of Part A of Volume One of the ITPD Document. [Drafting Note to Contracting Authorities: to be used if you are procuring an accommodation MIM project.]
Shareholders' Agreement	has the meaning given in the Project Agreement.
Standstill Notice	has the meaning given in Section 3.8.1 of Part A of Volume One of the ITPD Document.
Subcontractor	means [***]. [Drafting Note to Contracting Authorities: match definition with the Descriptive Document for the Project.]
Successful Participant	means the Participant who has achieved the highest ranking in the evaluation of the Final Tenders to establish the most economically advantageous tender.
Third Party Equity	means a tranche of equity that is invested by parties unrelated to the sponsoring project parties.
Unprogrammed Maintenance Work	has the meaning given to it in the Project Agreement.
WGCo	means the Welsh Ministers themselves or such Welsh Government corporate entity that is party to the Shareholders' Agreement.
Works	has the meaning given in the Project Agreement.

VOLUME ONE

Part A

Introduction and Overview

1. INTRODUCTION

1.1 Overview

1.1.1 **[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]**

1.2 Well-being of Future Generations Act 2015

1.2.1 **[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]**

1.3 Purpose of the ITPD

1.3.1 The issue of the ITPD represents the formal invitation from the Contracting Authority to the Participants to participate in dialogue and commence the first stage of the competitive dialogue procedure in respect of the Project.

1.3.2 The Project was advertised by the Contracting Authority in a prior information notice in the OJEU published on [***] with reference number [***]. **[Drafting Note to Contracting Authorities: insert date and reference number.]**

1.3.3 The competition for the procurement of the Project was advertised by the Contracting Authority in a Contract Notice in the OJEU on [***] with reference number [***] and in the Sell2Wales portal, www.sell2wales.gov.wales on [***] with reference number [***]. **[Drafting Note to Contracting Authorities: insert dates and reference numbers.]** The ITPD Document has been issued pursuant to this Contract Notice.

1.3.4 The purpose of the ITPD and the ITPD Document is to initiate and develop dialogue with the Participants with a view to identifying the most economically advantageous tender.

1.3.5 The Contracting Authority has pre-qualified a shortlist of Economic Operators and the Economic Operators invited to participate in the ITPD Stage are listed below in alphabetical order:

[***] **[Drafting Note to Contracting Authorities: insert names of shortlisted Economic Operators. If the Economic Operator is a consortium, also include the name of the consortium.]**

1.3.6 The ITPD Document provides detailed information in respect of the Contracting Authority's requirements and arrangements for the conduct of the ITPD Stage, and in particular, the submission of Initial Solutions. The ITPD Document also provides an overview of the requirements for the later stages of the competitive dialogue including Detailed Solutions, Final Tenders and Financial Close.

1.4 Purpose of the Submission of Initial Solutions

1.4.1 The submission of Initial Solutions:

- allows Participants to describe their solution for the Project;
- provides Participants with the opportunity to demonstrate to the Contracting Authority that their Initial Solution represents the most economically advantageous tender in terms of the contract award criteria described in Section 8 of Part A of Volume One of the ITPD Document;

- provides the Contracting Authority with comparable information about each Initial Solution in a consistent and structured manner; and
- if sufficient compliant Initial Solutions are received in response to the ITPD Document, this will enable the Contracting Authority to select two Participants who will continue in the dialogue, submit Detailed Solutions and ultimately submit Final Tenders.

1.4.2 The information that each Economic Operator shall be required to provide in respect of its Initial Solution is set out in the Initial Solution Template.

1.5 The ITPD Document

1.5.1 The ITPD Document is structured as follows:

- **Volume One - Introduction:** this Volume is structured into three parts: Part A (Introduction and Overview), Part B (Dialogue Meetings and Submission Requirements for Initial Solutions, Detailed Solutions and Final Tenders) and Part C (Statement in respect of Participation in the Competitive Dialogue and Confirmation of receipt of ITPD Document and Initial Solution Template). **[Drafting Note to Contracting Authorities: customise to match the content of Volume One.]**
 - **Part A** includes: an introduction and overview of the ITPD Document, background and details of the Project, an overview of the Procurement Process (including information about the different stages of the competitive dialogue), an overview of the technical, legal and commercial aspects of the Project, the rules in respect of the ITPD Stage, an overview of the award criteria and evaluation methodology, the evaluation methodology for Initial Solutions and the evaluation methodology for Final Tenders.
 - **Part B** includes: instructions and guidance to Participants in respect of the Dialogue Meetings which will take place during the ITPD Stage and ITCD Stage as well as the required form and content for the meeting deliverables which require to be submitted for those Dialogue Meetings, a timetable of Dialogue Meetings and the requirements for the submission of Initial Solutions, Detailed Solutions and Final Tenders.
 - **Part C** includes: the statement in respect of participation in the competitive dialogue and confirmation of receipt of ITPD Document which is to be returned by Participants prior to commencement of the competitive dialogue and the pro forma template for Initial Solutions and certificates which is to be completed by the Participants (e.g. offer letter, checklist, questions/pro forma tables for completion and other requirements for submission).
- **Volume Two - Project Documents:** this Volume contains the Project Agreement (which includes the Schedules and the draft payment mechanism) and the Shareholders' Agreement. **[Drafting Note to Contracting Authorities: customise to match the content of Volume Two.]**
- **Volume Three - Technical Requirements:** this Volume contains [the specific technical requirements for the Project, including [***]]. **[Drafting Note to Contracting Authorities: customise to match the content of Volume Three.]**
- **Volume Four - Data Room:** this Volume comprises [details of the Data Room available to Participants during the Dialogue Period.] **[Drafting Note to Contracting Authorities: customise to match the content of Volume Four.]**

- 1.5.2 The Contracting Authority advises Participants to read the ITPD Document carefully to ensure they are fully aware of the Contracting Authority's requirements. If Participants have any queries about the ITPD Document or the Project generally, they should seek clarification in accordance with Section 7.1.
- 1.5.3 The information contained in the ITPD Document is given in good faith for the guidance of Participants in completing their deliverables for the Dialogue Meetings, Initial Solutions, Detailed Solutions and Final Tenders. No warranty or representation of any kind is given as to the accuracy or completeness of such information. Neither the Contracting Authority nor their advisers shall be liable for any errors, omissions or lack of specificity in such information. Any reliance on or use of any information contained within the ITPD Document is entirely at the risk of each Participant.
- 1.5.4 Participants shall be responsible for carrying out their own review and checks to satisfy themselves as to the adequacy and correctness of the information provided in or referred to in the ITPD Document, before relying on and using such information as part of any deliverables for the Dialogue Meetings, Initial Solution, Detailed Solution or Final Tender.
- 1.5.5 No information provided in the ITPD Document shall be construed as forming part of the Project Agreement.
- 1.5.6 Any reference herein to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time.

2. BACKGROUND

2.1 Background

2.1.1 **[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]**

2.2 Duties and Responsibilities of the Contracting Authority

2.2.1 **[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]**

2.3 Overview of the Mutual Investment Model

2.3.1 **[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]**

2.4 Scope of the Project: Needs and Requirements of the Contracting Authority

[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]

2.5 Financing

[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]

2.6 Community Benefits

[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]

2.7 Supply Chain and SMEs

[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]

2.8 Statutory Process

[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]

2.9 Governance

[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]

2.10 Location and Land Issues

[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]

2.11 [Traffic Management] [Equipment] [Other sector-specific issues]

[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]

2.12 [Third Parties/Stakeholder Engagement]

[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]

2.13 Environmental Issues

[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]

2.14 Contracting Authority's Advisers

2.14.1 **[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]**

3. THE PROCUREMENT PROCESS

3.1 Use of the Competitive Dialogue Procedure

- 3.1.1 The procurement competition for the Project will be conducted in accordance with the provisions of the Regulations.
- 3.1.2 The Contracting Authority has satisfied itself that, in terms of the Regulations, it can use the competitive dialogue procedure. Accordingly, the procurement competition in respect of the Project will be conducted under the competitive dialogue procedure.

3.2 Overview of the Competitive Dialogue Procedure

- 3.2.1 It has been decided by the Contracting Authority that, following publication of the Contract Notice, the competitive dialogue procedure for the procurement of the Project will be structured in the following successive stages:

- 3.2.1.1 invitation to participate in dialogue (ITPD) issued to three (3) shortlisted Economic Operators if sufficient compliant PQQ Responses are received;
- 3.2.1.2 invitation to continue dialogue (ITCD) - if sufficient compliant Initial Solutions are received in response to the ITPD, two (2) Participants will be selected to continue in the dialogue (the third Participant will be down-selected), submit Detailed Solutions and receive feedback on those Detailed Solutions at a Bootcamp;
- 3.2.1.3 close dialogue and invitation to submit Final Tenders (ITSFT); and
- 3.2.1.4 Financial Close, standstill and contract award.

[Drafting Note to Contracting Authorities: Departures from this model of conducting the competitive dialogue procedure in MIM projects are discouraged. However, it is acknowledged that there may be sector/market-specific reasons for departing from this model e.g. removing the need for a down-selection. If a Contracting Authority wishes to vary this model then this must be approved in advance by the Welsh Government. If any departure is approved, then appropriate amendments to the ITPD Document must be included.]

3.3 The Dialogue Period

- 3.3.1 The aim of the competitive dialogue procedure is to enable the Contracting Authority to "identify the solution or solutions which are capable of meeting its needs". Accordingly, the Contracting Authority will commence dialogue with the shortlisted Participants, and will continue the competitive dialogue until the Contracting Authority can identify one or more solutions capable of meeting the Contracting Authority's needs.
- 3.3.2 It is anticipated that the Dialogue Period will be approximately [***] months. **[Drafting Note to Contracting Authorities:** the duration of the Dialogue Period should be considered on a project specific basis. As a guide, it is anticipated that the overall Dialogue Period could last around 12 months and the overall process from advertisement of the Contract Notice to the end of Financial Close should last no longer than 24 months (preferably shorter).]
- 3.3.3 During the Dialogue Period, dialogue will be held with each of the Participants prior to submission of Initial Solutions, Detailed Solutions and Final Tenders. To this end, the Contracting Authority will hold a number of Dialogue Meetings with Participants to:

- discuss and clarify the Contracting Authority's requirements;
- discuss each Participant's developing solution and the acceptability or otherwise of such solution; and
- discuss key technical, legal and financial matters.

These Dialogue Meetings will be targeted and focussed so as to encourage debate and innovation. The dates for these Dialogue Meetings are set out in Section 1 of Part B of Volume One. Agendas and attendees will be agreed and confirmed in accordance with the requirements set out in Section 1 of Part B of Volume One of the ITPD Document.

3.3.4 In order for the dialogue to be productive, it will be important that all attendees for Dialogue Meetings are, as far as possible, empowered to reach conclusions on issues.

3.3.5 **[Drafting Note to Contracting Authorities: insert details here in respect of any variants which are required in respect of the Project.]**

3.4 Invitation to Participate in Dialogue (ITPD)

3.4.1 Following receipt of the ITPD and ITPD Document, Participants must return the "Statement in respect of Participation in the Competitive Dialogue and Confirmation of Receipt of ITPD Document" (which is set out in Appendix One to Part C of Volume One of the ITPD Document) to the Contracting Authority by no later than [***]. **[Drafting Note to Contracting Authorities: insert date for return of the Statement.]** If this Statement is not returned by this date, the Participant will not be permitted to participate in the competitive dialogue in respect of the Project.

3.4.2 As described in Section 3.3.3 above, comprehensive dialogue will be held with each of the Participants prior to submission of Initial Solutions.

3.4.3 Following submission of Initial Solutions, the Contracting Authority will commence its evaluation of the Initial Solutions by applying the contract award criteria described in Section 8 and using the evaluation methodology described in Section 8.3. Each Participant may be required to present its Initial Solution to the Contracting Authority's dialogue team to enable the dialogue team to seek clarification in respect of such Initial Solution. Each Participant's performance at the presentation will not form part of the evaluation, although information gathered by the dialogue team may be used to clarify aspects of the Initial Solutions and Participants may be asked to confirm points mentioned at the presentations in writing.

3.4.4 Following any presentations of Initial Solutions and any further clarification, the Contracting Authority will conclude its evaluation of the Initial Solutions by applying the evaluation methodology described in Section 8.3 of Part A of Volume One of the ITPD Document. If sufficient compliant Initial Solutions are received in response to the ITPD Document, two Participants will be selected to continue in the dialogue, submit Detailed Solutions and ultimately submit Final Tenders.

3.4.5 Any Participant who is not invited to participate in the ITCD Stage will be notified of this by the Contracting Authority in writing. The Contracting Authority will include reasons as to why such Participant has been excluded in such notification. Any unsuccessful Participant shall also be entitled to request a debriefing from the Contracting Authority.

3.5 Invitation to Continue Dialogue (ITCD) and Invitation to Submit Final Tenders (ITSFT)

3.5.1 Following conclusion of the ITPD Stage, the Participants selected to proceed to the ITCD Stage will be issued with the ITCD Document.

3.5.2 The Contracting Authority shall continue the dialogue with each Participant until the Contracting Authority can identify one or more solutions capable of meeting its needs.

3.5.3 To enable the Contracting Authority to do this, each Participant shall be required to submit a Detailed Solution so that the Contracting Authority can consider these Detailed Solutions and assess whether or not these Detailed Solutions are capable of development to meet the Contracting Authority's needs. The requirements for these Detailed Solutions will be described in the ITCD Document.

3.5.4 Following submission of a Detailed Solution from each Participant, the Contracting Authority shall provide comments to each Participant in respect of the acceptability or otherwise of the Detailed Solutions. These comments will be provided to Participants at Bootcamp.

3.5.5 Following Bootcamp and when the Authority can identify one or more solutions capable of meeting its needs as described in the ITCD Document, it shall:

3.5.5.1 inform each Participant that the dialogue is concluded;

3.5.5.2 invite each Participant by issue of the ITSFT to submit a Final Tender containing all the elements required and necessary for the performance of the Project on the basis of the Detailed Solutions presented; and

3.5.5.3 in the ITSFT Document, confirm the instructions for submission of Final Tenders.

3.5.6 Following submission of Final Tenders, the Contracting Authority may request a Participant to clarify, specify or optimise a Final Tender, but such clarification, specification or optimisation shall not involve changes to the essential features of the Final Tender or the public procurement (including the needs and requirements set out in the Contract Notice and Descriptive Document) if such changes are likely to distort competition or have a discriminatory effect.

3.6 Evaluation of Final Tenders

3.6.1 The Contracting Authority shall evaluate the Final Tenders received on the basis of the contract award criteria specified in Section 8 and the evaluation methodology described in the ITSFT Document, and shall, subject to the Contracting Authority's discretion to choose not to award a contract, award the contract to the Participant who submits the best quality-price tender in accordance with the contract award criteria set out in Section 8 and the evaluation methodology described in the ITSFT Document.

3.7 Confirmation of the Successful Participant's Final Tender

3.7.1 The Contracting Authority may request the Participant identified as having submitted the best quality-price tender to negotiate its Final Tender to confirm financial commitments or other terms contained in the Final Tender provided that this does not have the effect of materially modifying essential aspects of the Final Tender or the procurement (including the needs and requirements set out in the Contract Notice or Descriptive Document) and does not risk distorting competition or causing discrimination.

3.7.2 [Drafting Note to Contracting Authorities: insert details of whether the Contracting Authority intends to request a Third Party Equity funding competition or Senior Debt funding competition between appointment of Successful Participant and Financial Close. See further guidance at Section 6 of Part A of Volume One of the ITPD Document.]

3.7.3 The Welsh Government will undertake due diligence and an equity investment appraisal independently of procurement of the Project at this stage. A period of time will therefore be allowed for due diligence to be undertaken by Welsh Government. However, it is anticipated these activities will take place in parallel with other pre Financial Close activities. [Drafting Note to Contracting Authorities: Contracting Authority to clarify the extent to which the Successful Participant will be required to procure diligence reports and/or letters of reliance from the Successful Participant's advisers, on which WGCo can rely.]

3.7.4 [Drafting Note to Contracting Authorities: Contracting Authorities to outline approach to obtaining the necessary approvals to the Project Agreement and Shareholders' Agreement from Welsh Government and the Office of National Statistics. At least six weeks should be allowed for this.]

3.7.5 In the period between appointment of the Successful Participant and Financial Close, the Successful Participant will be expected to apply for and obtain detailed planning approval for the Project.

3.8 Standstill

3.8.1 Subject to the Regulations, the Contracting Authority shall by notice in writing, (the "**Standstill Notice**"), as soon as possible after the decision has been made, inform all relevant Participants of the Contracting Authority's decision to award the contract advertised by the Contract Notice. Such Standstill Notice will include all information required by the Regulations and it is intended that such Standstill Notice will be issued electronically to all such Participants. The Contracting Authority will allow a period of at least 10 days to elapse between the date of despatch of such Standstill Notice and the date on which the Contracting Authority enters into the Project Agreement (the "**Relevant Standstill Period**"). The date on which the Relevant Standstill Period will end will be stated in the Standstill Notice.

3.8.2 The unsuccessful Participants shall also be entitled to request a debriefing from the Contracting Authority.

3.9 Financial Close and Award of Contract

3.9.1 Following expiry of the Standstill Period, the Successful Participant will be required to execute the Project Agreement (as completed with information from the Successful Participant's Final Tender) together with all other associated project and finance documents required to be entered into by the Contracting Authority, Project Co, sub-contractors and/or the funders, in order to trigger release of funding for the Project.

3.9.2 Financial Close will generally be scheduled to facilitate the execution and delivery of all project documents, finance documents and associated conditions precedent to funding by the Project parties and the "financial swap", hedging interest rate risk for the Project, prior to formal contract award. Prior to Financial Close, the Successful Participant will produce a protocol that outlines the role and responsibilities of all parties involved in the Financial Close meeting. The Financial Close meeting will be preceded by a number of "dry runs" whereby the principles outlined in the protocol will be rehearsed and adapted where necessary.

3.10 Procurement Timeframe

The dates for key milestones for the Procurement Process are identified below, and these dates may be amended by the Contracting Authority from time to time (at the Contracting Authority's absolute discretion). **[Drafting Note to Contracting Authorities: dates to be inserted as appropriate.]**

Issue of the ITPD and the ITPD Document	[***]
Submission of Initial Solutions	[***]
Down selection and issue of the ITCD and ITCD Document	[***]
Submission of Detailed Solutions	[***]
Bootcamp	[***]
Issue of the ITSFT and the ITSFT Document	[***]
Submission of Final Tenders	[***]
Successful Participant selected	[***]
Anticipated award of the contract [Drafting Note to Contracting Authorities: the date of the contract award is (generally) subject to planning consent and to final approvals etc.]	[***]
Anticipated completion of the Works [Drafting Note to Contracting Authorities: this date will need to be amended where separate phases or PTUs are envisaged on the relevant MIM project.]	[***]
Anticipated Service Commencement [Drafting Note to Contracting Authorities: additional dates will need to be specified where phases or PTUs are envisaged on the relevant MIM project.]	[***]

4. TECHNICAL OVERVIEW

[Drafting Note to Contracting Authorities: in this Section 4, Contracting Authorities should insert text to give a technical overview of the Project. We have set out below examples of text/subject matter headings for roads, health and education projects for consideration/customisation by Contracting Authorities. It is recommended that Contracting Authorities seek specialist technical input in terms of drafting this Section 4.]

EXAMPLE OF ROADS WORDING

[Drafting Note to Contracting Authorities who are carrying out roads projects: Text/subject matter headings for consideration/customisation.]

4.1 Overview of the Works

The Works include the design, construction, installation testing, commissioning and completion of the Project Facilities and any temporary works.

[Drafting Note to Contracting Authorities who are carrying out roads projects: Insert high level details of noteworthy aspects or considerations such as interfaces with Statutory Undertakers, Network Rail etc.]

The Project Facilities include the following:

[Drafting Note to Contracting Authorities who are carrying out roads projects: Insert high level details of the new project road including its route designation, length, number of lanes and extent of online offline upgrade/improvement. Include details of number and type of structure, SUDS requirements, ITS and large ancillary items such as large signs and safety barriers etc. and environmental mitigation.]

4.2 Overview of the Services

The service requirements in Schedule 12 to the Project Agreement draw on the Welsh Ministers' Trunk Road Maintenance Manual for aspects of the performance and functional requirements for services. They include provisions on route service patrols, emergency response, winter service, routine maintenance and Lifecycle Replacement.

[Drafting Note to Contracting Authorities who are carrying out roads projects: Insert high level details of interface requirements with SWTRA on matters such as winter service and maintenance of ITS. Where Restricted Services are to be included, insert a high level note to that effect.]

4.3 Approach to the design

The Contracting Authority intends to give Participants as much freedom as possible to produce an efficient and cost effective design for the Project Facilities. Participants are free to carry out their own conceptual designs and, if awarded the contract, to develop these into detailed designs in accordance with the Authority's Construction Requirements.

If a Participant wishes to investigate minor amendments to the line or other aspects of the Project Road that would require supplementary or amended Orders or to propose alterations to any other general or design requirement, the Participant is required to consult with the Contracting Authority during the Dialogue Period regarding the acceptability of such

proposals and the conditions on which they would be acceptable (which shall include acceptance by the Participant of the full risks associated with such proposals, including obtaining the requisite planning approvals, the making of amended Orders and otherwise and the preparation of environmental assessment documents where necessary).

4.4 **Construction (Design and Management) Regulations 2015**

The Contracting Authority currently fulfils the role of Client as defined in the Construction (Design and Management) Regulations 2015 (the "**CDM Regulations**") and its advisers fulfil the role of Principal Designer as defined in the CDM Regulations. This shall continue until commencement on the date of execution of the Project Agreement. From commencement on the date of execution of the Project Agreement, Project Co shall fulfil the role of the Client under the CDM Regulations which shall include, but shall not be limited to, the appointment of a Principal Designer and Principal Contractor as defined in the CDM Regulations.

4.5 **Departures from Standard**

Each Participant shall be required to submit an Initial Solution, a Detailed Solution and a Final Tender based on the technical standards detailed in the Authority's Construction Requirements.

There may be situations where features of the sites, innovation of the preliminary design, construction methods or materials may make it advantageous to depart from a requirement of the Authority's Construction Requirements (a "**Departure**") in a way which shall secure value for money, environmental and/or constructional benefits without compromising safety, design life and the Contracting Authority's obligations and undertakings.

During the Dialogue Period, where a Participant wishes to incorporate a Departure within the preliminary design, it shall seek the formal approval in writing of the Contracting Authority for such Departure.

The Participant shall comply with the procedure for Departures when submitting an application for a Departure.

[Drafting Note to Contracting Authorities who are carrying out roads projects: Insert details of the Departures procedure to be followed here or in an appropriately cross-referenced appendix. It should set out the details to be provided, the number and format of copies to be submitted and person to whom they should be submitted within the Contracting Authority.]

The Participants shall submit all applications by the date stated in the timetable to ensure a response by the Contracting Authority. The Contracting Authority does not guarantee to provide a response to any Departure applications submitted after the deadline date for such applications.

The Participant shall only be required, for the purpose of the submission of the Initial Solution, to provide a schedule of the Departures from standards which they propose to be incorporated in the preliminary design.

4.6 **Design Checker**

A design check for each part of the preliminary design in the Initial Solution and the design in the Detailed Solution shall be carried out by a design checker (the "**Design Checker**") who shall be independent of:

- (a) the Principal Designer;
- (b) the Principal Contractor; and
- (c) their associated companies.

Details of the Design Checker shall be submitted for approval in accordance with the technical submission requirements included in Part B and Part C of Volume One of the ITPD Document.

Relevant certificates as detailed in the Initial Solution Template and in the ITSFT Document shall be completed by each Participant and submitted with the Initial Solution and Final Tender respectively.

4.7 Road Safety Audit

The Participants and the Successful Participant shall be required to appoint and pay directly for an independent Safety Audit Team, each member of which shall be acceptable to the Contracting Authority. The Safety Audit Team shall be independent of the Participants, the Successful Participant and Principal Designer. Safety Audits shall be carried out by such Safety Audit Team in accordance with the DMRB and the Project Agreement.]

4.8 Site Surveys

[Drafting Note to Contracting Authorities who are carrying out roads projects: insert information such as the following and align with information provided at Section 2.10 above:

- A list of surveys which have already been carried out;
- Identify where any consultant warranties are available;
- Survey information will be made available in the data room which will be accessible to Participants but Contracting Authorities to consider if it would be useful to Participants to provide any site surveys in advance of the data room being available;
- The ability of Participants during the dialogue to carry out additional surveys; and
- Consider including text such as:

In accordance with the MIM Standard Form Project Agreement, the Contracting Authority has carried out surveys (which are capable of being relied upon by the Successful Participant). The surveys will be included in a "Site Pack". However, the Contracting Authority will not itself warrant the survey information contained in the Site Pack.]

4.9 Dialogue Period Ground Investigation

[Drafting Note to Contracting Authorities who are carrying out roads projects: Where Contracting Authorities consider it necessary to give Participants the opportunity to carry out further ground investigation to help mitigate ground conditions risk then details of the arrangements should be inserted here. These should be based on the following principles:

- The Contracting Authority employs a ground investigation contractor(s) and assigns its rights to the Participants.
- The Participants assume responsibility as joint employers for each of the Dialogue Period ground investigation contract(s).

- The Participants notify their requirements for investigation and tests to the Contracting Authority who produce a rationalised schedule of works (avoiding duplication).
- The works are supervised by an agent of the Contracting Authority.
- Each Participant is issued with copies of draft reports and other information as early as reasonably possible.
- The Contracting Authority submits a final factual report to each Participant and to the British Geological Survey.
- The total cost of each of the Dialogue Period ground investigation contracts is met initially by each Participant, each bearing an equal share of the overall cost but Project Co reimburses the unsuccessful Participants within an agreed time period.

4.10 BIM, Health, Safety, Quality And Environmental Management Systems

[Drafting Note to Contracting Authorities who are carrying out roads projects: insert information such as:

- use of accredited systems;
- use of BIM or such alternatives that are relevant to the specific Project; and/or
- use of CEEQUAL.

The Successful Participant shall be required to institute and maintain until the earlier of the Expiry Date or Termination Date, a quality management system [complying with the requirements of] [accredited to]:

- BS EN ISO 9001:2015 (Quality Management Systems, Requirements);
- BS EN ISO 14001:2015 (Environmental Management Systems, Requirements with Guidance for Use); and
- OHSAS 18001:2007 (Occupational Health and Safety Management Systems),

for the purpose of ensuring and demonstrating that the Works and the Services conform in all respects with the Project Agreement.

The Quality Assurance requirements including the associated manuals and plans shall be described in the ITPD Document and Project Agreement.

The Participants and Project Co shall be required to adopt BIM when developing the design for the Project. Naming conventions, file types and data structures for the delivery and transfer of CAD / BIM files shall comply with [***] [Insert details of appropriate Welsh Government protocol.]

4.11 Statutory Undertakers

[Drafting Note to Contracting Authorities who are carrying out roads projects: This Section should set out the details of any advance diversion works that the Contracting Authority is undertaking, the process for delivery of these and the payment arrangements under the New Roads and Street Works Act 1991. It should clearly define Project Co's responsibilities and remedies in relation to them. It should provide high level details of any

specific agreements or the need for such agreements with owners of apparatus affected by the Works but not diverted.]

4.12 Network Rail

[Drafting Note to Contracting Authorities who are carrying out roads projects: This Section should set out details of any agreements that have been entered into or are in the process of being entered into with Network Rail on structures. It should also include arrangements to consult and comply with Network Rail.]

4.13 Advance Works

[Drafting Note to Contracting Authorities who are carrying out roads projects: This Section should set any advance works that are planned for completion prior to the date of the Project Agreement. Such works might include environmental mitigation works, archaeological surveys, property demolition etc.]

4.14 Community Benefits

The Contracting Authority recognises the potential of community benefit agreements within the Procurement Process and what it can bring in terms of employment and training and business development throughout the full period of the proposed development and beyond.

The Successful Participant will be expected to embrace the Contracting Authority's requirements for delivering community benefits through the Project, as detailed in this Section. The Contracting Authority's project team, as enabler/facilitators, will work in partnership with the appointed Successful Participant and the agencies to maximise employment, skills, training and business development opportunities arising during the delivery of the Project.

The Contracting Authority has included specific community benefit requirements in the ITPD Document and evaluation process for the Project. As far as is permissible within the Regulations, the community benefit provisions within the Procurement Process will focus on (this is not an exhaustive list):

- targeted recruitment and training;
- SME supplier development;
- educational and community initiatives; and
- social enterprises development.

The Contracting Authority's objective is to maximise the opportunities for securing regeneration, development and growth through a targeted approach to securing benefit to the community in the Procurement Process.

The community benefits clauses set out within Clauses 29.9 to 29.14 (Community Benefits) of the Project Agreement support this agenda. Provisions relevant to training and appropriate measures regarding supply chain contracts and engagement with small and medium sized enterprises and supported businesses are recognised as examples of the elements that may be taken into account.

Part B of Volume One of the ITPD Document sets out the Contracting Authority's approach to community benefits, the information required from Participants at each stage and how

Participants' proposals will be assessed and evaluated. Participant's proposals as to Community Benefits will form part of a defined workstream within the technical dialogue.

EXAMPLE OF HEALTH WORDING

[Drafting Note to Contracting Authorities who are carrying out health projects: Text/subject matter headings for consideration/customisation.]

4.1 Introduction

This Section 4 provides an overview of the technical requirements of the Project. In relation to all technical information provided by the Contracting Authority, the Contracting Authority reserves the right to amend all such information during the course of the Dialogue Period, including without limitation the mandatory Reference Design Requirements, Authority's Construction Requirements and equipment provisions.

4.2 The Site

[Drafting Note to Contracting Authorities who are carrying out health projects: insert relevant information.]

4.3 Design and construction elements

4.3.1 Overview

The specific requirements for the Facilities to be provided are set out in the Authority's Construction Requirements. These comprise:

- General Requirements;
- Specific Clinical Requirements; and
- Specific Non-Clinical Requirements.

The Authority's Construction Requirements are set out in Volume Three of the ITPD Document and will ultimately form Section 3 of Schedule Part 6 (Authority's Construction Requirements) of the Project Agreement. **[Drafting Note to Contracting Authorities: a protocol for approval of any departures from the Authority's Construction Requirements will be developed by Contracting Authorities.]**

Using the work undertaken to date, the Contracting Authority is seeking innovative proposals to meet its requirements.

The focus must be on providing the Facilities in a safe, caring and healing environment.

At all times, the ethos, environment and needs of these different specialist areas has been considered in planning departmental relationships and patient pathways and this must be maintained.

Effective delivery of clinical services relies on close adjacencies between related specialties and disciplines. The design brief specifies that routes between departments should minimise travel time and distances for patients and staff in order to maximise clinical safety and efficiency.

Recreation space and public facilities outside the wards will also be segregated as far as is practical.

The Contracting Authority welcomes and encourages Participants to bring innovation and expertise from within the UK and/or overseas to develop their own design proposals but it should be noted that certain elements of the design as they relate to aspects of Operational Functionality are mandatory, as described in Section 4.4 (Reference Design and Mandatory Reference Design Requirements) of Part A of Volume One of the ITPD Document.

4.3.2 Facilities to be provided

Facilities required for the Project include:

Clinical

- [List] **[Drafting Note to Contracting Authorities: complete with relevant information.]**

Non – Clinical

- [List] **[Drafting Note to Contracting Authorities: complete with relevant information.]**

4.4 Reference Design and Mandatory Reference Design Requirements

The use of Reference Design had been developed by the Welsh Government and comprises mandatory elements and indicative elements, defined as follows:

Mandatory – elements critical to the Operational Functionality of the Project that Participants must incorporate into their proposed solution. Failure to do so would result in a non-compliant bid. This would be a pass/fail evaluation issue.

Desirable – elements important to the Operational Functionality of the Project. The solution included within the Reference Design is the preferred solution, but Participants can suggest alternative arrangements within their proposals. Any alternative proposals would be evaluated as part qualitative evaluation process.

Indicative – elements not considered critical to the Operational Functionality of the Project.

Participants are expected to develop these elements of the Reference Design and propose alternative solutions that are innovative and add value. Proposals would be evaluated as part of the qualitative evaluation process.

The table below provides the typical status of each deliverable associated with the Reference Design with regards to the mandatory, desirable or indicative classifications. The BIM models will form the basis of the layout and schedule of deliverables set out below. Spaces and rooms within the resultant BIM model will be tagged with their appropriate category to highlight the mandatory, desirable, and indicative requirements. The BIM model will then act as the single source of design information from which all other deliverables will be generated to drive consistency and accuracy across the Reference Design output.

[Drafting Note to Contracting Authorities who are carrying out health projects: While the table below sets out an intended approach, it is important to remain flexible in the categorisation of the Reference Design as the Contracting Authority may find that aspects

intended to be mandatory are still found to have room for further development and vice versa.]

Table [*]: Status of Reference Design Deliverables**

Deliverable	Mandatory	Desirable	Indicative
Design Concept Information			Provided to Participants for Information
1:1250 (site level plans)	Points of access to site and to all facilities within the defined site boundary Adjacencies between facilities within the defined site boundary		All other information provided on the plans
1:500 (overall floor plans showing interdepartmental adjacencies)	Points of access to site and to all facilities within the defined site boundary Adjacencies between facilities within the defined site boundary Adjacencies between all departments Key flows (to be identified) that impact on Operational Functionality		All other information provided on the plans
1:200 (Department level detail)	Points of access to site and to all facilities within the defined site boundary Adjacencies between facilities within the defined site boundary Adjacencies between all departments Adjacencies between rooms within a department considered critical (e.g. radiotherapy suite) – to be defined Minimum area sizes as defined on the plans (within +/- 3% tolerance) Quantity of rooms in each department	Adjacencies between rooms within a department not considered critical	
1:50 (Individual room level detail)	Quantities of any Fixed furniture and equipment within a room		Position of Fixed Furniture and Equipment within a room.
3D Model Renders	To communicate any elements of visual appearance of internal / external areas deemed to be a mandatory requirement.		Finishes are an indicative item
ADB Sheets (Room Data Sheets)	All elements that relate to Welsh Guidance information All elements that align with 1:50 information defined above		All other information not associated with mandated elements
Architectural and Engineering Design reports			Indicative information providing context to design decisions.
Planning and stakeholder consultation information	Planning conditions		All other report information provided to Participants for information only

Deliverable	Mandatory	Desirable	Indicative
AEDET report and design vision statement			Provided to Participants for information only
ACOP 2007 CDM Hazard Identification			Provided to Participants for information only

[Drafting Note to Contracting Authorities: complete with relevant information.]

For the avoidance of doubt, the Contracting Authority will not enter into any dialogue on alternative solutions to the mandatory Reference Design Requirements. Participants' proposals must be developed to comply with these mandatory Reference Design Requirements. Participants will be fully responsible for all elements of the design and construction of the Facilities including being responsible for verifying and satisfying themselves that the mandatory Reference Design Requirements can be designed, built, and operated to meet the Authority's Construction Requirements.

4.4.1 Schedule of Accommodation and Reference Design Schedule of Accommodation

A schedule of accommodation has been developed by the Contracting Authority to meet their requirements (the "**Draft Schedule of Accommodation**"). While the Draft Schedule of Accommodation is not mandatory in itself, the areas set out within it are considered to be minimum areas. These minimum areas will only apply to elements which affect Operational Functionality. Other areas such as service spaces (including risers) and hard FM spaces will be for the Participants to determine since responsibility and risk for these non-operational spaces will ultimately rest with Project Co.

Participants are required to meet the minimum floor areas specified in the Draft Schedule of Accommodation; however the Reference Design includes rooms where the drawn area is less than the minimum requirements set out in the Draft Schedule of Accommodation. If Participants cannot achieve the minimum floor areas for these rooms then it is acceptable, subject to agreement with the Contracting Authority, for the rooms to be provided at the size achieved in the Reference Design. For the avoidance of doubt, this will only apply to those individual rooms and not rooms of the same type or designation. Participants will be expected to develop a Schedule of Accommodation which will form part of their proposals (the "**Schedule of Accommodation**").

Circulation and communication space indicated in the Reference Design is considered to be indicative but any corridor widths specified will be treated as minimum requirements. This is also outlined in the Authority's Construction Requirements. Therefore minimum corridor widths set out in the Reference Design are considered to be mandatory Reference Design Requirements.

Any courtyards and terrace spaces are to be treated as communications spaces. These should be indicated on the Schedule of Accommodation submitted by Participants, but excluded from the measure of gross internal floor area.

4.4.2 Room Layouts

The 1:50 layout drawings included in the Reference Design cover the generic and key rooms only. Generic rooms are those rooms that are replicated more than four times across the Facilities. Key rooms are those that have critical operational requirements which the Contracting Authority has identified for more detailed consideration and development at this

early stage. These include major spaces in the wards, emergency department, operating theatre, radiology and outpatients departments.

The Reference Design is developed in full at 1:500 and 1:200 scales. At 1:50 scale, where individual room layouts are detailed, the coverage is [X]% of the total number of rooms (equating to [X]% of the net floor area). **[Drafting note to Contracting Authorities: complete with relevant information.]**

During the Dialogue Period, Participants will be required to develop 1:50 layout drawings for the rooms identified in the following table forming part of their proposals.

Table: 1:50 Layout Drawings to be provided by the Participants		
Room Reference	Room Designation	Department

[Drafting Note to Contracting Authorities: complete with relevant information.]

The Successful Participant will be required to develop 1:50 layout drawings for all remaining rooms prior to Financial Close.

4.4.3 Room Data Sheets

NHS Activity Database format Room Data Sheets have been prepared by the Contracting Authority and encompass the whole project. However, only Room Data Sheets for those areas identified in the table in Section 4.4.2 above for 1:50 layout drawings have been checked for content by the Contracting Authority.

The Room Data Sheets have been developed in conjunction with the following documents:

- the Authority’s Construction Requirements;
- the Environmental Matrix;
- the Equipment Schedule of the Project Agreement;
- the Equipment Responsibility Matrix; and
- the Draft Schedule of Accommodation.

During the Dialogue Period, Participants will be required to develop Room Data Sheets for those rooms for which 1:50 layout drawings have been prepared as identified in the table in Section 4.4.2 above. The Room Data Sheets will form part of the Participant’s proposals.

The Successful Participant will be required to complete Room Data Sheets for all remaining rooms prior to Financial Close.

4.5 **Indicative Elements of the Reference Design**

During the preparation of the mandatory Reference Design Requirements, other information has been generated a) as a by-product of preparing the Reference Design itself and b) as a general project requirement. This includes structural engineering and building services engineering solutions. This information constitutes the “indicative elements of the Reference Design”.

Such information is issued to the Participants for “information only” so that they may understand the intent of the Reference Design. Participants must however refer to the Authority’s Construction Requirements for the detailed requirements for all such indicative elements of the Reference Design for which they will ultimately carry the risk.

4.6 **Enabling Works [Drafting Note to Contracting Authorities who are carrying out health projects: insert text/adjust on a Project specific basis.]**

Enabling works associated with the new Facilities will be procured by the Contracting Authority [in advance of Financial Close] and will not form part of the Project. The enabling works packages associated with the Project include the following elements:

- [List] [Drafting Note to Contracting Authorities: complete with relevant information.]

4.7 **BREEAM**

Participants' designs must achieve, as minimum, an “Excellent” BREEAM rating for the building, when assessed against BREEAM New Construction, Non-Domestic Buildings (SD5073). Under BREEAM 2014 “Excellent” criteria, there are mandatory requirements associated with energy, water and ecology. In addition BREEAM embraces energy efficiency and passive design strategies for ventilation and thermal comfort to enhance internal comfort.

Participants' designs shall achieve a minimum of 6 credits for BREEAM section ENE 01 – Reduction of CO2 emissions.

A BREEAM Pre-Assessment checklist conducted by the Contracting Authority on the Reference Design is included in Volume Four of the ITPD Document.

4.8 **Sustainable Design and Quality**

Participants are required to promote sustainable development by demonstrating an integrated approach to the social, environmental and economic well-being of the area served, now and for future generations. The Facilities will reflect the objectives of any local agenda strategy and also satisfy the requirements of all health and social care guidance notes, as set out in the Authority’s Construction Requirements associated with sustainability and environmental performance.

4.9 **Community Benefits**

The Contracting Authority recognises the potential of community benefit agreements within the Procurement Process and what it can bring in terms of employment and training and business development throughout the full period of the proposed development and beyond.

The Successful Participant will be expected to embrace the Contracting Authority's requirements for delivering community benefits through the Project, as detailed in this Section. The Contracting Authority's project team, as enabler/facilitators, will work in partnership with the appointed Successful Participant and the agencies to maximise employment, skills, training and business development opportunities arising during the delivery of the Project.

The Contracting Authority has included specific community benefit requirements in the ITPD Document and evaluation process for the Project. As far as is permissible within the Regulations, the community benefit provisions within the Procurement Process will focus on (this is not an exhaustive list):

- targeted recruitment and training;
- SME supplier development;
- educational and community initiatives; and
- social enterprises development.

The Contracting Authority's objective is to maximise the opportunities for securing regeneration, development and growth through a targeted approach to securing benefit to the community in the Procurement Process.

The community benefits clauses set out within Clauses 29.9 to 29.14 (Community Benefits) of the Project Agreement support this agenda. Provisions relevant to training and appropriate measures regarding supply chain contracts and engagement with small and medium sized enterprises and supported businesses are recognised as examples of the elements that may be taken into account.

Part B of Volume One of the ITPD Document sets out the Contracting Authority's approach to community benefits, the information required from Participants at each stage and how Participants' proposals will be assessed and evaluated. Participant's proposals as to Community Benefits will form part of a defined workstream within the technical dialogue.

4.10 Facilities Management - Services to be provided by Project Co

Project Co will be required to provide a proactive facilities management and Lifecycle Replacement service. The key elements of the Services shall include, but not be limited to:

- contract management;
- performance management and monitoring via a helpdesk facility;
- Programmed Maintenance and Unprogrammed Maintenance Work of the mechanical, electrical and building fabric components of the Facilities;
- [procurement and] management of utilities;
- Lifecycle Replacement of the mechanical, electrical and building fabric components of the Facilities as defined in the Service Level Specification within Volume Three of the ITPD Document;
- hard landscaping maintenance;

- [others - list] **[Drafting Note to Contracting Authorities: complete with relevant information, noting the limitations on the scope of Services imposed by policy in the MIM Standard Form Project Agreements User Guide.]**

The detailed requirements for the above are set out in Volume Three of the ITPD Document and will ultimately become Schedule 12 (Service Requirements) of the Project Agreement.

4.11 **Services to be provided by the Contracting Authority**

4.11.1 **Clinical Services**

Delivery of all Operational Functionality in the Facilities will be the responsibility of the Contracting Authority.

4.11.2 **Soft FM Services**

It is anticipated that soft FM services will be provided by a combination of the Contracting Authority and third party providers contracted with the Contracting Authority. There will be a number of operational interfaces with the Contracting Authority's team and so Project Co shall be required to adopt a collaborative approach to interfaces so that hard and soft facilities services are provided by Project Co and the Contracting Authority's FM team effectively and in adherence with Contracting Authority policies. Key to the success of that relationship will be the quality of the team and clarity of the agreement between the parties.

To assist Participants in developing their proposals and understanding the interfaces with the Contracting Authority and third party providers, information on the Contracting Authority's proposed delivery strategies has been provided within [Section 4 of Schedule 12 (Service Requirements)] of the Project Agreement covering items such as but not limited to:

- [List] **[Drafting Note to Contracting Authorities: complete with relevant information.]**

In addition the Contracting Authority will be responsible for the maintenance and lifecycle replacement of equipment that the Contracting Authority is responsible for as set out in paragraph 4.14 (Equipment) and the Authority Services.

4.12 **ICT**

The Project includes the design, construction and maintenance of comprehensive and robust ICT infrastructure (e.g. containment, cabling and node rooms) for the Facilities in accordance with the requirements of the Authority's Construction Requirements.

A responsibility matrix relating to the ICT installations is contained in the Authority's Construction Requirements.

4.13 **Retail opportunities**

The provision of catering and retail services within the Facilities do not form part of the Project. Catering and retail services shall be provided by the Contracting Authority and/or third parties. These will be part of the Authority Services.

4.14 **Equipment [Drafting Note to Contracting Authorities: this Section will require Project specific development, for example in relation to responsibilities for the installation and commissioning of major medical equipment.]**

4.14.1 Equipment documentation

The following documents contained within Volume Three of the ITPD Document, outline the Contracting Authority's requirements in relation to equipment and associated responsibilities:

- (a) Schedule 11 of the Project Agreement includes lists of the items of the Equipment which will be installed, or is anticipated to be installed, in the Facilities presented on a categorised (i.e. Group 1, Group 2, Group 3 and Group 4) and room by room basis; and
- (b) Schedule 11 of the Project Agreement contains the Equipment Responsibility Matrix which shows for each different item of Equipment the allocation of responsibility (as between Project Co and the Contracting Authority) for the procurement, installation, commissioning, maintenance and refresh of such Equipment.

4.14.2 Groups of Equipment

Equipment included for the Project will include new equipment replacement, transfer and fit out of existing equipment, upgrade of existing equipment and new equipment included in developments. **[Drafting Note to Contracting Authorities: categories to be refined on a Project specific basis.]**

(a) Group 1 Equipment

This is equipment fixed to the building fabric (including fixed furniture e.g. cabinets, blinds, brackets, shelves, TV brackets and illuminators) and/or attached to, or forming part of the building services (e.g. sanitary ware, socket outlets, IT outlets, medical/theatre lights, luminaries and pendants etc).

Project Co will generally be responsible for all Group 1 Equipment including specification, procurement, installation, maintenance and Lifecycle Replacement. However, the Contracting Authority shall specify the details (both quantities and specification) for certain key items of Group 1 Equipment which are more medical in nature (e.g. pendants in theatres and critical care).

The quantities specified for Group 1 Equipment in the Equipment Schedule of the Project Agreement are considered to be indicative by the Contracting Authority. However, such quantities of Group 1 Equipment represent the minimum quantities acceptable to the Contracting Authority. The exception to this are those items of Group 1 Equipment that the Contracting Authority wish to specify. These are identified in the Equipment Schedule of the Project Agreement and are considered to be mandatory.

(b) Group 2 Equipment

Project Co will only be responsible for the installation of Group 2 Equipment (and the installation of the replacement equipment at lifecycle intervals). The Contracting Authority will be responsible for all other aspects of Group 2 Equipment (such as specification, procurement, maintenance and lifecycle replacement). Project Co will be responsible for designing Facilities that allow the Contracting Authority to carry out their obligations in relation to Group 2 Equipment (including operation).

(c) **Group 3 and Group 4 Equipment**

The Contracting Authority will be wholly responsible for all Group 3 and Group 4 Equipment, including specification, procurement, installation, maintenance and lifecycle replacement. Project Co will not be responsible for any aspect of Group 3 or Group 4 Equipment, with the exception of being responsible for designing Facilities that allow the Contracting Authority to carry out their obligations in relation to Group 3 and Group 4 Equipment (including operation)

4.15 **Site Surveys and Dialogue Period Ground Investigations**

[The ground investigation surveys which have been carried out to date by the Contracting Authority are summarised in Volume Four of the ITPD Document.]

[The Contracting Authority intends to procure a further detailed site survey which shall be made available to all Participants. Participants shall be invited to review and comment on a draft scope for the site survey. Participants shall be required to submit their comments further to the Participants briefing meetings on [date]. **[Drafting Note to Contracting Authorities: complete with relevant date.]** When the scope is agreed, the Contracting Authority shall instruct the site survey.] **[Drafting Note to Contracting Authorities: describe type and scope of surveys.]**

[Drafting Note to Contracting Authorities who are carrying out health projects: insert information such as the following and align with information provided at Section 2.10 above:

- a list of surveys which have already been carried out;
- identify where any consultant warranties are available;
- survey information will be made available in the data room which will be accessible to Participants but Contracting Authorities to consider if it would be useful to Participants to provide any site surveys in advance of the data room being available;
- the ability of Participants during the dialogue to carry out additional surveys; and
- consider including text such as:

In accordance with the MIM Standard Form Project Agreement, the Contracting Authority has carried out surveys (which are capable of being relied upon by the Successful Participant). The surveys will be included in a "Site Pack". However, the Contracting Authority will not itself warrant the survey information contained in the Site Pack.]

4.16 **Planning**

An application for outline Planning Permission was submitted on [*** date]. **[Drafting Note to Contracting Authorities: complete with relevant information.]**

The Application [(Reference ***)] was approved by the relevant planning authority on [*** date], [subject to conditions and/or, the completion of a section 106 legal agreement.] **[Drafting Note to Contracting Authorities: complete with relevant information.]**

The Application was supported by a suite of information including [a Design and Access Statement, which included the principles of design, sustainability, scale and massing. The Application was also accompanied by an Environmental Impact Assessment.] **[Drafting Note to Contracting Authorities: complete with relevant information.]**

Various background papers and application documents relating to the Application are available within the Data Room (Volume Four of the ITPD Document).

In order to efficiently manage the reserved matters approval process for the approval of the detailed scheme, the Contracting Authority and their representatives will agree a schedule of meetings with the planning authority at which Participants will be required to present their proposals and discuss planning and related matters to include due consideration of corresponding building control. Any such meetings will be coordinated by the Contracting Authority and their representatives and will be attended by the Contracting Authority's representatives as appropriate. The details for these meetings will be agreed with each of the Participants early in the dialogue process. No direct contact should be made with the planning authority, unless first agreed with the Contracting Authority.

Other stakeholders, including [List], will also be invited to be involved in this detailed design process (including the reserved matters approval stage or the satisfaction of conditions relating to detailed design), to assist the Contracting Authority in reviewing and assessing the submissions. **[Drafting Note to Contracting Authorities: complete with relevant information.]**

The Successful Participant, once appointed, will be responsible for obtaining approval of the detailed scheme, in compliance with the conditions of the outline Planning Permission. This will be required prior to Financial Close. The Contracting Authority expects Participants to have satisfied themselves before submitting their solutions that their proposals will secure detailed planning consent.

For the purposes of the Project Agreement, it is assumed that Financial Close will take place no sooner than six weeks after the approval of all reserved matters or discharge of pre-commencement conditions relating to detailed design assuming there has been no legal challenge.

4.17 **Artwork**

The integration of art into the architecture and landscape to enhance the hospital environment is an essential requirement of the design. The Contracting Authority welcomes innovative proposals for interactive art and way-finding throughout the Facilities. Project Co will appoint artists to work with the Contracting Authority on developing an arts strategy for the Project. Project Co shall carefully consider the arts strategy for the Contracting Authority.

The Contracting Authority will be responsible for approving the whole art content in the Project and Project Co shall engage the Contracting Authority fully in this process before any art work is commissioned.

4.18 **Achieving Excellence Design Evaluation Toolkit ("AEDET")**

An initial AEDET assessment has been carried out on the Reference Design which can be found in the Data Room (Volume Four of the ITPD Document). During the Dialogue Period, it is the intention of the Contracting Authority to carry out an AEDET assessment using the information provided by Participants at the ITPD Stage. The AEDET reviews will not be evaluated but the outcome of the process will be passed back to Participants during the Dialogue Period as a tool to support Participants in developing their proposals. [Participants are reminded that their proposals within their Final Tenders shall ultimately be evaluated.]

4.19 Construction (Design and Management) Regulations 2015

The Contracting Authority currently fulfils the role of Client as defined in the Construction (Design and Management) Regulations 2015 (the "**CDM Regulations**") and its advisers fulfil the role of Principal Designer as defined in the CDM Regulations. This shall continue until commencement on the date of execution of the Project Agreement. From commencement on the date of execution of the Project Agreement, Project Co shall fulfil the role of the Client under the CDM Regulations which shall include, but shall not be limited to, the appointment of a Principal Designer and Principal Contractor as defined in the CDM Regulations.

EXAMPLE OF EDUCATION WORDING

[Drafting Note to Contracting Authorities who are carrying out education projects: Text/subject matter headings for consideration/customisation.]

4.1 Introduction

This Section 4 provides an overview of the technical requirements of the Project. In relation to all technical information provided by the Contracting Authority, the Contracting Authority reserves the right to amend all such information during the course of the Dialogue Period, including without limitation the mandatory Reference Design Requirements, Authority's Construction Requirements and Equipment provisions.

4.2 The Site

The Facilities are to be located at the following sites:

School / FE college name	Address of site

[Drafting Note to Contracting Authorities: complete with relevant information.]

4.3 Design and construction elements

4.3.1 Overview

The specific requirements for the Facilities to be provided are set out in the Authority's Construction Requirements. These comprise:

- General Requirements;
- Specific Educational Requirements; and
- Specific Non-Educational Requirements.

The Authority's Construction Requirements are set out in Volume Three of the ITPD Document and will ultimately form Section 3 of Schedule Part 6 (Authority's Construction Requirements) of the Project Agreement. **[Drafting Note to Contracting Authorities: a protocol for approval of any departures from the Authority's Construction Requirements will be developed by Contracting Authorities.]**

Using the work undertaken to date, the Contracting Authority is seeking innovative proposals to meet its requirements.

The focus must be on providing Facilities in a safe and stimulating environment.

At all times, the ethos, environment and needs of the different educational institutions and the relationships between specialist and general teaching areas has been considered in the Authority's Construction Requirements. These relationships must be maintained.

Effective delivery of educational services relies on close adjacencies between related specialties and disciplines and general space. The design brief specifies that routes through the Facilities should minimise travel time and distances for students and staff in order to maximise efficiency of movement and student safety.

The external grounds form the "outside classroom" and should be linked coherently with the inside teaching spaces.

The Contracting Authority welcomes and encourages Participants to bring innovation, and expertise from within the UK and/or overseas to develop their own design proposals.

4.3.2 Facilities to be provided

The Facilities required for the Project include:

	Name of School/College	Number of students (future)	Additional facilities
1			
2			
3			
4			
5			

[Drafting Note to Contracting Authorities: complete with relevant information.]

4.4 Reference Design and Mandatory Reference Design Requirements

The use of Reference Design had been developed by the Welsh Government and comprises mandatory elements and indicative elements, defined as follows:

Mandatory – elements critical to the Operational Functionality of the Project that Participants must incorporate into their proposed solution. Failure to do so would result in a non-compliant bid. This would be a pass/fail evaluation issue.

Desirable – elements important to the Operational Functionality of the Project. The solution included within the Reference Design is the preferred solution, but Participants can suggest alternative arrangements within their proposals. Any alternative proposals would be evaluated as part qualitative evaluation process.]

Indicative – elements not considered critical to the Operational Functionality of the Project.

Participants are expected to develop these elements of the Reference Design and propose alternative solutions that are innovative and add value. Proposals would be evaluated as part qualitative evaluation process.

The table below provides the typical status of each deliverable associated with the Reference Design with regards mandatory, desirable or indicative classifications. The BIM models will form the basis of the layout and schedule of deliverables set out below. Spaces and rooms within the resultant BIM model will be tagged with their appropriate category to highlight the mandatory, desirable, and indicative requirements. The BIM model will then act as the single source of design information from which all other deliverables will be generated to drive consistency and accuracy across the Reference Design output.

However, while the table below sets out an intended approach, it is important that we remain flexible in the categorisation of the Reference Design as we may find that aspects intended to be mandatory are still found to have room for further development and vice versa.

Table [*]: Status of Reference Design Deliverables**

Deliverable	Mandatory	Desirable	Indicative
Design Concept Information			Provided to Participants for Information
1:1250 (site level plans)	Points of access to site and to all facilities within the defined site boundary Adjacencies between facilities within the defined site boundary		All other information provided on the plans
1:500 (overall floor plans showing interdepartmental adjacencies)	Points of access to site and to all facilities within the defined site boundary Adjacencies between facilities within the defined site boundary Adjacencies between all departments Key flows (to be identified) that impact on Operational Functionality		All other information provided on the plans
1:200 (Department level detail)	Points of access to site and to all facilities within the defined site boundary Adjacencies between facilities within the defined site boundary Adjacencies between all departments Adjacencies between rooms within a department considered critical (e.g. PE changing adjacent to sports area; prep room to science labs) – to be defined	Adjacencies between rooms within a department not considered critical	

Deliverable	Mandatory	Desirable	Indicative
	Minimum area sizes as defined on the plans (within +/- 3% tolerance) Quantity of rooms in each department		
1:50 (Individual room level detail)	Quantities of any Fixed furniture and equipment within a room		Position of Fixed Furniture and Equipment within a room.
3D Model Renders	To communicate any elements of visual appearance of internal / external areas deemed to be a mandatory requirement.		Finishes are an indicative item
ADB Sheets (Room Data Sheets)	All elements that relate to Welsh Guidance information All elements that align with 1:50 information defined above		All other information not associated with mandated elements
Architectural and Engineering Design reports			Indicative information providing context to design decisions.
Planning and stakeholder consultation information	Planning conditions		All other report information provided to Participants for information only
report and design vision statement			Provided to Participants for information only
ACOP 2007 CDM Hazard Identification			Provided to Participants for information only

[Drafting Note to Contracting Authorities: complete with relevant information.]

For the avoidance of doubt, the Contracting Authority will not enter into any Dialogue on alternative solutions to the mandatory Reference Design Requirements. Participants' proposals must be developed to comply with these mandatory Reference Design Requirements. Participants will be fully responsible for all elements of the design and construction of the Facilities including being responsible for verifying and satisfying themselves that the mandatory Reference Design Requirements can be designed, built, and operated to meet the Authority's Construction Requirements.]

4.4.1 Schedule of Accommodation and Reference Design Schedule of Accommodation

A schedule of accommodation has been developed by the Contracting Authority to meet their requirements (the "**Draft Schedule of Accommodation**"). The Draft Schedule of Accommodation and the areas set out within it are based upon Building Bulletin 98/99 and are considered to be maximum areas. Other areas such as service spaces (including risers) and hard FM spaces will be for the Participants to determine since responsibility and risk for these non-operational spaces will ultimately rest with Project Co.

Participants are required to meet the maximum floor areas specified in the Draft Schedule of Accommodation; Participants will be expected to develop a Schedule of Accommodation which will form part of their proposals (the "**Schedule of Accommodation**").

Circulation and communication space indicated in the Reference Design is considered to be indicative but any corridor widths specified will be treated as minimum requirements. This is

also outlined in the Authority’s Construction Requirements. Therefore minimum corridor widths set out in the Reference Design are considered to be Mandatory Reference Design Requirements.

Any courtyards and terrace spaces are to be treated as communications spaces. These should be indicated on the Schedule of Accommodation submitted by Participants, but excluded from the measure of gross internal floor area.

4.4.2 Room Layouts

The 1:50 layout drawings included in the Reference Design cover the generic and key rooms only. Generic rooms are those rooms that are replicated more than four times across the Facilities. Key rooms are those that have critical operational requirements which the Authority has identified for more detailed consideration and development at this early stage. These include [***]. **[Drafting Note to Contracting Authorities: complete with relevant information.]**

The Reference Design is developed in full at 1:500 and 1:200 scales. At 1:50 scale, where individual room layouts are detailed, the coverage is [X]% of the total number of rooms (equating to [X]% of the net floor area). **[Drafting Note to Contracting Authorities: complete with relevant information.]**

During the Dialogue Period Participants will be required to develop 1:50 layout drawings for the rooms identified in the following table forming part of their proposals.

Table: 1:50 Layout Drawings to be provided by the Participants		
Room Reference	Room Designation	Department

[Drafting Note to Contracting Authorities: complete with relevant information.]

The Successful Participant will be required to develop 1:50 layout drawings for all remaining rooms prior to Financial Close.

4.4.3 Room Data Sheets

Room Data Sheets have been prepared by the Contracting Authority and cover the whole project. [However, only Room Data Sheets for those areas identified in the table in Section 4.4.2 above for 1:50 layout drawings have been checked for content by the Authority.]

The Room Data Sheets have been developed in conjunction with the following documents:

- The Authority's Construction Requirements;
- The Environmental Matrix;
- The Equipment Schedule of the Project Agreement; and
- The Draft Schedule of Accommodation.

During the Dialogue Period, Participants will be required to develop Room Data Sheets for those rooms for which 1:50 layout drawings have been prepared as identified in the table in Section 4.4.2 above. The Room Data Sheets will form part of the Participants proposals. The Successful Participant will be required to complete Room Data Sheets for all remaining rooms prior to Financial Close.

4.5 **Indicative Elements of the Reference Design**

During the preparation of the mandatory Reference Design Requirements, other information has been generated a) as a by-product of preparing the Reference Design itself and b) as a general project requirement. This includes structural engineering and building services engineering solutions. This information constitutes the "**indicative elements of the Reference Design**".

Such information is issued to the Participants for "information only" so that they may understand the intent of the Reference Design. Participants must however refer to the Authority's Construction Requirements for the detailed requirements for all such indicative elements of the Reference Design for which they will ultimately carry the risk.

4.6 **Enabling Works [Drafting Note to Contracting Authorities who are carrying out education projects: amend text on a Project specific basis.]**

Enabling works associated with the new Facilities will be procured by the Contracting Authority [in advance of Financial Close] and will not form part of the Project. The enabling works packages associated with the Project include the following elements:

- [List] **[Drafting Note to Contracting Authorities: complete with relevant information.]**

4.7 **BREEAM**

Participants' designs must achieve, as minimum, an "Excellent" BREEAM rating for the building, when assessed against BREEAM New Construction, Non-Domestic Buildings (SD5073). Under BREEAM 2014 "Excellent" criteria, there are mandatory requirements associated with energy, water and ecology. In addition BREEAM embraces energy efficiency and passive design strategies for ventilation and thermal comfort to enhance internal comfort.

Participants' designs shall achieve a minimum of 6 credits for BREEAM section ENE 01 – Reduction of CO2 emissions.

A BREEAM Pre-Assessment checklist conducted by the Contracting Authority on the reference design is included in Volume Four of the ITPD Document.

4.8 **Sustainable Design and Quality**

Participants are required to promote sustainable development by demonstrating an integrated approach to the social, environmental and economic well-being of the area served, now and for future generations. The Facilities will reflect the objectives of any local agenda strategy and also satisfy the requirements of all health and social care guidance notes, as set out in the Authority's Construction Requirements associated with sustainability and environmental performance.

4.9 **Community Benefits**

The Contracting Authority recognises the potential of community benefit agreements within the Procurement Process and what it can bring in terms of employment and training and business development throughout the full period of the proposed development and beyond.

The Successful Participant will be expected to embrace the Contracting Authority's requirements for delivering community benefits through the Project, as detailed in this Section. The Contracting Authority's project team, as enabler/facilitators, will work in partnership with the appointed Successful Participant and the agencies to maximise employment, skills, training and business development opportunities arising during the delivery of the Project.

The Contracting Authority has included specific community benefit requirements in the ITPD Document and evaluation process for the Project. As far as is permissible within the Regulations, the community benefit provisions within the Procurement Process will focus on (this is not an exhaustive list):

- targeted recruitment and training;
- SME supplier development;
- educational and community initiatives; and
- social enterprises development.

The Contracting Authority's objective is to maximise the opportunities for securing regeneration, development and growth through a targeted approach to securing benefit to the community in the Procurement Process.

The community benefits clauses set out within Clauses 29.9 to 29.14 (Community Benefits) of the Project Agreement support this agenda. Provisions relevant to training and appropriate measures regarding supply chain contracts and engagement with small and medium sized enterprises and supported businesses are recognised as examples of the elements that may be taken into account.

Part B of Volume One of the ITPD Document sets out the Contracting Authority's approach to community benefits, the information required from Participants at each stage and how Participants' proposals will be assessed and evaluated. Participant's proposals as to Community Benefits will form part of a defined workstream within the technical dialogue.

4.10 Facilities Management - Services to be provided by Project Co

Project Co will be required to provide a proactive facilities management and Lifecycle Replacement service. The key elements of the Services shall include, but not be limited to:

- contract management;
- performance management and monitoring via a helpdesk facility;
- Programmed Maintenance and Unprogrammed Maintenance Work of the mechanical, electrical and building fabric components of the Facilities;
- [procurement and] management of utilities;
- Lifecycle Replacement of the mechanical, electrical and building fabric components of the Facilities, as defined in the Service Level Specification within Volume Three of the ITPD Document;
- hard landscaping maintenance;
- [others - list] **[Drafting Note to Contracting Authorities: complete with relevant information.]**

The detailed requirements for the above are set out in Volume Three of the ITPD Document and will ultimately become Schedule Part 12 (Service Requirements) of the Project Agreement.

4.11 Services to be provided by the Contracting Authority

4.11.1 Educational Services

Delivery of all Operational Functionality in the Facilities will be the responsibility of the Contracting Authority.

4.11.2 Soft FM Services

It is anticipated that soft FM services will be provided by a combination of the Contracting Authority and third party providers contracted with the Contracting Authority. There will be a number of operational interfaces with the Contracting Authority's team and so Project Co shall be required to adopt a collaborative approach to interfaces so that hard and soft facilities services are provided by Project Co and the Authority's FM team effectively and in adherence with Contracting Authority policies. Key to the success of that relationship will be the quality of the team and clarity of the agreement between the parties.

To assist Participants in developing their proposals and understanding the interfaces with the Contracting Authority and third party providers, information on the Contracting Authority's proposed delivery strategies has been provided within [Section 4 of Schedule 12 (Service Requirements)] of the Project Agreement covering items such as but not limited to:

- [List] **[Drafting Note to Contracting Authorities: complete with relevant information, noting the limitations on the scope of Services imposed by policy in the MIM Standard Form Project Agreements User Guide.]**

In addition the Contracting Authority will be responsible for the maintenance and lifecycle replacement of furniture and Equipment that the Contracting Authority is responsible for as set out in paragraph 2.15 (Equipment) and the Authority Services.

4.12 **ICT**

The Project includes the design, construction and maintenance of comprehensive and robust ICT infrastructure for the Facilities in accordance with the requirements of the Authority's Construction Requirements.

A responsibility matrix relating to the ICT installations is contained in the Authority's Construction Requirements.

4.13 **Retail opportunities (FE Colleges only)**

The provision of catering and retail services within the Facilities do not form part of the Project. Catering and retail services shall be provided by the Contracting Authority and/or third parties. These will be part of the Authority Services.

4.14 **Equipment [Drafting Note to Contracting Authorities: this Section will require Project specific development, for example in relation to decant responsibilities.]**

4.14.1 **Equipment documentation**

The following documents contained within Volume Three of the ITPD Document, outline the Contracting Authority's requirements in relation to Equipment and associated responsibilities:

- (a) Schedule 11 of the Project Agreement which shows all Project Co Equipment and Authority Equipment which will be installed or anticipated to be installed in the Facilities presented on a room by room basis; and
- (b) Schedule 11 of the Project Agreement which sets out arrangements for the decant of equipment and the split of responsibilities between Project Co and the Contracting Authority.

4.14.2 **Types of Equipment**

Equipment included for the Project will include new equipment replacement, transfer and fit out of existing equipment, upgrade of existing equipment and new equipment included in developments.

(a) **Project Co Equipment**

This is Equipment fixed to the building fabric (including fixed furniture e.g. cabinets, blinds, brackets, shelves, TV brackets and illuminators) and/or attached to, or forming part of the building services (e.g. sanitary ware, socket outlets, IT outlets, drama/theatre lights, luminaries and pendants etc).

Project Co will generally be responsible for all Project Co Equipment including specification, procurement, installation, maintenance and Lifecycle Replacement. However, the Contracting Authority shall specify the details (both quantities and specification) for certain key items of Project Co Equipment.

The quantities specified for Project Co Equipment in the Equipment Schedule of the Project Agreement are considered to be indicative by the Contracting Authority. However, such quantities of Project Co Equipment represent the minimum quantities acceptable to the Contracting Authority. The exception to this are those items of Project Co Equipment that the Contracting Authority wish to specify. These are identified in the Equipment Schedule of the Project Agreement and are considered to be mandatory.

(b) **Authority Equipment**

The Authority will be responsible for the specification, procurement, maintenance and lifecycle replacement of Authority Equipment. However, Project Co will be obliged to comply with the decant protocol contained at Schedule 11 of the Project Agreement.

4.15 **Site Surveys and Dialogue Period Ground Investigations**

[The ground investigation surveys which have been carried out to date by the Contracting Authority are summarised in Volume Four of the ITPD Document.]

[Drafting Note to Contracting Authorities who are carrying out education projects: insert information such as the following and align with information provided at Section 2.10 above:

- a list of surveys which have already been carried out;
- identify where any consultant warranties are available;
- survey information will be made available in the data room which will be accessible to Participants but Contracting Authorities to consider if it would be useful to Participants to provide any site surveys in advance of the data room being available;
- the ability of Participants during the dialogue to carry out additional surveys; and
- consider including text such as:

In accordance with the MIM Standard Form Project Agreement, the Contracting Authority has carried out surveys (which are capable of being relied upon by the Successful Participant). The surveys will be included in a "Site Pack". However, the Contracting Authority will not itself warrant the survey information contained in the Site Pack.]

4.16 **Planning**

An application for outline Planning Permission was submitted on [insert date]. **[Drafting Note to Contracting Authorities: complete with relevant information.]** The Facilities required for the Project include:

	Name of School/College	Date of Outline Planning Permission	Planning reference number
1			

2			
3			

[Drafting Note to Contracting Authorities: complete with relevant information.]

The Application was approved by the relevant planning authority, subject to a number of conditions.

The Application was supported by a suite of information including [a Design and Access Statement, which included the principles of design, sustainability, scale and massing. The Application was also accompanied by an Environmental Impact Assessment and School Travel Plans]. **[Drafting Note to Contracting Authorities: complete with relevant information.]**

Various background papers and application documents relating to the Application are available within the Data Room (Volume Four of the ITPD Document).

In order to efficiently manage the reserved matters approval process for the approval of the detailed scheme, the Contracting Authority and their representatives will agree a schedule of meetings with the relevant planning authorities at which Participants will be required to present their proposals and discuss planning and related matters to include due consideration of corresponding building control. Any such meetings will be coordinated by the Contracting Authority and their representatives and will be attended by the Contracting Authority’s representatives as appropriate. The details for these meetings will be agreed with each of the Participants early in the dialogue process. No direct contact should be made with the relevant planning authorities, unless first agreed with the Contracting Authority.

Other stakeholders, including [List], will also be invited to be involved in this detailed design process (including the reserved matters approval stage or the satisfaction of conditions relating to detailed design), to assist the Contracting Authority in reviewing and assessing the Submissions. **[Drafting Note to Contracting Authorities: complete with relevant information.]**

The Successful Participant, once appointed, will be responsible for obtaining approval of the detailed scheme, in compliance with the conditions of the outline Planning Permission. This will be required prior to Financial Close. The Contracting Authority expects Participants to have satisfied themselves before submitting their Solutions that their proposals will secure detailed planning consent.

For the purposes of the Project Agreement, it is assumed that Financial Close will take place no sooner than six weeks after the approval of all reserved matters or discharge of pre-commencement conditions relating to detailed design assuming there has been no legal challenge.

4.17 Evaluation Toolkit

During the Dialogue Period, it is the intention of the Contracting Authority to carry out a toolkit assessment using the information provided by Participants at the ITPD Stage. The assessment will not be evaluated but the outcome of the process will be passed back to Participants during the Dialogue Period as a tool to support Participants in developing their

proposals. [Participants are, reminded that their proposals within their Final Tenders shall ultimately be evaluated.]

4.18 **Construction (Design and Management) Regulations 2015**

The Contracting Authority currently fulfils the role of Client as defined in the Construction (Design and Management) Regulations 2015 (the "**CDM Regulations**") and its advisers fulfil the role of Principal Designer as defined in the CDM Regulations. This shall continue until commencement on the date of execution of the Project Agreement. From commencement on the date of execution of the Project Agreement, Project Co shall fulfil the role of the Client under the CDM Regulations which shall include, but shall not be limited to, the appointment of a Principal Designer and Principal Contractor as defined in the CDM Regulations.

5. LEGAL OVERVIEW

5.1 Overview of the Project Agreement

5.1.1 **[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]**

5.2 Derogations and Amendments to the Project Agreement and Ancillary Documents

5.2.1 **[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]**

5.3 Project Specific Amendments Incorporated into the Project Agreement

5.3.1 **[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]**

5.4 Shareholders’ Agreement

5.5 **[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.] Dialogue Period Overview: legal meetings and legal deliverables**

5.5.1 The following table sets out a high level overview of the anticipated programme of legal meetings and legal deliverables required during the Dialogue Period. However, the Contracting Authority reserves the right to tailor the programme and agenda items to facilitate effective dialogue on issues raised by Participants during the Dialogue Period. **[Drafting Note to Contracting Authorities: The following structure assumes fully funded bids and down-selection following submission of Initial Solutions.]**

Dialogue Phase	Task	Dates	Responsibility	
			Contracting Authority	Participant
Dialogue Phase 1: ITPD Stage	Contracting Authority to issue ITPD to three Participants	[***]	✓	-
	Briefing Meetings	Participant A: [***]		
		Participant B: [***]		
		Participant C: [***]		
	Legal & Financial Dialogue Meeting 1: Pre-Meet Deliverables for Legal	[***]	-	✓
	Legal & Financial Dialogue Meeting 1	Participant A: [***]		
Participant B: [***]				

Dialogue Phase	Task	Dates	Responsibility	
			Contracting Authority	Participant
		Participant C: [***]		
	Legal & Financial Dialogue Meeting 2: Pre-Meet Deliverables for Legal	[***]	-	✓
	Legal & Financial Dialogue Meeting 2	Participant A: [***]		
		Participant B: [***]		
		Participant C: [***]		
	Legal & Financial Dialogue Meeting 3: Pre-Meet Deliverables for Legal	[***]	✓	-
	Legal & Financial Dialogue Meeting 3	Participant A: [***]		
		Participant B: [***]		
		Participant C: [***]		
	Initial Solutions	[***]	-	✓
	[Initial Solution Presentations]	[Participant A: [***]]		
		[Participant B: [***]]		
		[Participant C: [***]]		
	Initial Solution Evaluations	[***]		
Dialogue Phase 2: ITCD Stage	Contracting Authority to issue ITCD to 2 Participants	[***]	✓	-
	Legal & Financial Dialogue Meeting 4	Participant [A/B]: [***]		

Dialogue Phase	Task	Dates	Responsibility	
			Contracting Authority	Participant
		Participant [B/C]: [***]		
	Legal Dialogue & Financial Meeting 5: Pre-Meet Deliverables for Legal	[***]	-	✓
	Legal & Financial Dialogue Meeting 5	Participant [A/B]: [***]		
		Participant [B/C]: [***]		
	Legal & Financial Dialogue Meeting 6: Pre-Meet Deliverables for Legal	[***]	✓	-
	Legal & Financial Dialogue Meeting 6	Participant [A/B]: [***]		
		Participant [B/C]: [***]		
	Detailed Solutions	[***]	-	✓
	Bootcamp [Drafting Note to Contracting Authorities: a 3 week period should generally be assumed.]	Participant [A/B]: [***] to [***]		
		Participant [B/C]: [***] to [***]		
	Close Dialogue	[***]		
Dialogue Phase 3: ITSFT Stage	Contracting Authority to issue ITSFT to 2 Participants	[***]	✓	-
	Final Tenders	[***]	-	✓

Dialogue Phase	Task	Dates	Responsibility	
			Contracting Authority	Participant
	Final Tender Evaluations	[***]		
Successful Participant stage	Identify Successful Participant	[***]		
	[Third Party Equity Funding Competition Invitation/Submissions and Selection] [Drafting Note to Contracting Authorities: Where Third Party Equity is to be included in the Project, dates for invitations to tender, submission deadlines and selection deadlines should be included here. This should be timed to occur after substantial completion of all project documents and finance documents.]	[***]	[***]	[***]
	Commercial and Financial Close	[***]		

6. COMMERCIAL OVERVIEW

6.1 Payment Mechanism

[Drafting Note to Contracting Authorities: Insert final text from the Descriptive Document.]

7. RULES IN RESPECT OF THE ITPD STAGE

7.1 Clarifications

- 7.1.1 In respect of this Project, Participants are only permitted to make contact with the Contracting Authority and members of the Contracting Authority's project team in accordance with the clarification process described in this Section 7.1.
- 7.1.2 Economic Operators must not lobby or unduly influence the Contracting Authority, or members of the Contracting Authority's team (including external advisers) in respect of this Project and the Procurement Process. Lobbying of Assembly Members or public officials and attempts to influence or engage with Assembly Members or public officials in respect of the Project, the Procurement Process or any related matter is not permitted.
- 7.1.3 Any request by Participants for clarification of the ITPD Document shall be made to the Contracting Authority using [Bravo]. **[Drafting Note to Contracting Authorities: Describe details of required electronic format. Section to be aligned and customised with any stated requirements in respect of Bravo/any approved alternative.]**
- 7.1.4 The Contracting Authority may not respond to any request for clarification from a Participant received **after** [***]. **[Drafting Note to Contracting Authorities: Insert final date for clarification responses. Suggest that this is at least 5 working days prior to submission of the Initial Solution.]**
- 7.1.5 [The Contracting Authority reserves the right to transmit any request for clarification and subsequent response by the Contracting Authority to that request for clarification to all Participants who have received the ITPD Document. Notwithstanding this, there may be occasions when the Contracting Authority considers the response to any such request for clarification to be commercially sensitive and, as such, the response may only be transmitted to the Participant who has requested the clarification.]
- 7.1.6 [Where the requesting Participant considers a request for clarification to be one which should be treated as commercially sensitive, then the Participant should indicate this in its request.]
- 7.1.7 [The decision whether a request for clarification shall be considered commercially sensitive or not, rests solely at the absolute discretion of the Contracting Authority. If the Contracting Authority considers, in its absolute discretion, that it is able to answer the request for clarification on a commercially sensitive basis, then it will do so. If the Contracting Authority considers, in its absolute discretion, that it cannot provide an answer on a commercially sensitive basis, the Contracting Authority shall notify the Participant and that Participant will have the opportunity to withdraw the request for clarification. However, if that Participant does not withdraw the request for clarification, or the Contracting Authority considers in its absolute discretion that the response to such request for clarification should be released to all Participants to comply with the Contracting Authority's obligations pursuant to the Regulations or otherwise, then the request for clarification and the associated response may be released to all Participants.]
- 7.1.8 The Contracting Authority shall not be responsible in any way to Participants as a result of any delay or failure in answering any request for clarification or any decision not to answer a request for clarification (either in full or in part) or to treat any request for clarification as commercially sensitive or not commercially sensitive. Absence of a response from the Contracting Authority shall not entitle Participants to qualify their Initial Solutions.

[Drafting Note to Contracting Authorities: Describe details of required electronic format. Section to be aligned and customised with any stated requirements in respect of Bravo/any approved alternative.]

7.2 Clarifications to Participants

- 7.2.1 The Contracting Authority shall be entitled at any time to seek clarifications from the Participants in relation to their Initial Solutions. The Contracting Authority shall be entitled at any time to invite Participants to clarification meetings to clarify any aspect of their Initial Solutions.
- 7.2.2 [The Contracting Authority may carry out meetings in [***] in the week commencing [***] Participants will be given a minimum of three (3) calendar days' notice to attend such meetings. Participants who have made an Initial Solution shall keep themselves available for any such meeting during such dates.] **[Drafting Note to Contracting Authorities: to be included if meetings will be required.]**
- 7.2.3 The Contracting Authority shall be entitled to take account of any subsequent information provided as clarification in any Participant's responses to:
- 7.2.3.1 written queries from the Contracting Authority; and/or
 - 7.2.3.2 queries from the Contracting Authority at any clarification meetings.

7.3 Changes in the Composition of Participants or the Successful Participant

- 7.3.1 In the event that a Participant or the Successful Participant experiences any material change in its or their economic and financial standing and/or technical and professional ability or alters its composition (which shall include, but not be limited to, a change in the identity of any entity named in any PQQ Response whose capacity has been relied upon in making the PQQ Response) or legal character after prequalifying, the Contracting Authority reserves the right to require any proposed reconstituted Participant or the Successful Participant to complete another copy of the PQQ for re-evaluation in accordance with the criteria used in relation to the evaluation of the original PQQ Response.
- 7.3.2 Participants or the Successful Participant are required to inform the Contracting Authority immediately of any changes to the information provided in their PQQ Response. The Contracting Authority reserves the right to withdraw the prequalification of a Participant or the Successful Participant at any time, if the Contracting Authority believes that the Participant or Successful Participant no longer has the required economic and financial standing and/or technical and professional ability, or the Participant or Successful Participant is otherwise ineligible in terms of the Regulations. The Contracting Authority may terminate the Project Agreement if the Successful Participant was, at the time of contract award, in one of the situations referred to in Regulation 57(1), including as a result of Regulation 57(2), and should therefore have been excluded from the Procurement Process.

7.4 Freedom of Information

- 7.4.1 Participants should be aware that, whilst the Contracting Authority shall use its reasonable endeavours to hold information submitted to the Contracting Authority as confidential information or commercial information (where such categorisation or marking is indicated by the Participant at the time when such information is submitted to the Contracting Authority), this shall be subject to the Contracting Authority's obligations under law and may need to be disclosed and published by the Contracting Authority. Without prejudice to the foregoing generality, the Contracting Authority is subject to the Freedom of Information Act 2000 and

the Environmental Information Regulations 2004. This means that any person who makes a valid request for information held by the Contracting Authority will be entitled to receive it, unless all or part of that information can be withheld as a result of one or more of the exemptions or exceptions in the relevant legislation. The decisions of the Contracting Authority in the interpretation of the relevant legislation shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms, subject to determination of an appeal against any agreement or refusal to release any information by the Information Commissioner.

7.4.2 The Contracting Authority may be required to disclose information (including commercial information or confidential information) in circumstances including but not exclusive to the following:

7.4.2.1 for purposes connected with the exercise of the Contracting Authority's functions, including:

- (i) any audit or examination of the Contracting Authority's accounts or the use of its resources; and
- (ii) scrutiny by the National Assembly for Wales (or any of its committees or sub-committees) or any other department, office or agency of the Welsh Government and/or Her Majesty's Government in Wales or the United Kingdom, and their servants or agent, of the exercise of its functions;

7.4.2.2 for the purposes of:

- (i) the prevention or detection of crime;
- (ii) the apprehension or prosecution of offenders;
- (iii) any regulatory or investigatory activity;
- (iv) any legal obligation (including any order of a court of competent jurisdiction); or
- (v) seeking legal, accounting, tax or other professional advice for the purposes of the Procurement Process;

7.4.2.3 which is or becomes public knowledge (otherwise than by virtue of a failure to comply with the terms of this ITPD Document);

7.4.2.4 in accordance with the Freedom of Information Act 2000 and / or the Environmental Information Regulations 2004 in response to a request for information made to the Contracting Authority; and

7.4.2.5 in compliance with any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure.

7.4.3 Participants should be aware that, when disclosing information in the manner described in Section 7.4.2 above, the Contracting Authority may be unable to impose any restriction upon the information provided to Elected Members of the National Assembly for Wales, or Members of the United Kingdom Parliament.

7.4.4 Accordingly, if any Economic Operator considers that any of the information included in the Initial Solution is commercially sensitive or confidential this shall be identified with an

explanation (in broad terms) of what prejudice or detriment might result from disclosure and/or publication. The Contracting Authority will then consult with the Participant in considering any valid request received before replying to such request. It should be noted that even where a Participant has indicated that information is commercially sensitive or confidential, the Contracting Authority may still choose to disclose this information.

7.4.5 Receipt by the Contracting Authority at any time of any material marked as commercially sensitive, confidential, commercial in confidence or equivalent should not be taken to mean that the Contracting Authority accepts any duty of confidence by virtue of that marking or be otherwise bound by that marking in handling any subsequent requests under the Freedom of Information Act 2000 or Environmental Information Regulations 2004.

7.4.6 The Contracting Authority may publish the names and contact details of companies who have been issued with the ITPD Document.

7.5 **Copyright**

7.5.1 The copyright in the ITPD Document and its related materials belong to the [Welsh Ministers/and the Contracting Authority].

7.5.2 Except for the purposes of participating in the Procurement Process, Participants shall not reproduce the ITPD Document in any form (including photocopying or storing by electronic means) without the specific written permission of the Contracting Authority.

7.5.3 The ITPD Document (and any copies thereof and/or any supplemental documents issued at any time) is and shall remain the property of the Contracting Authority which is entitled to demand their return and/or destruction at any time.

7.6 **Confidentiality**

Clarifications sent to the Contracting Authority and responses thereto supplied by the Contracting Authority should be kept confidential and shall not be copied, reproduced, disclosed or distributed to others at any time by Participants without the prior written consent of the Contracting Authority (other than to directors, officers, employees and professional advisers of the Participant who need to know the confidential information contained therein, and only to the extent necessary for the purpose of evaluating whether or not and on what terms the Participant might proceed with a more detailed review of the matters discussed in the ITPD Document and provided that such persons undertake the same responsibilities as set out herein). Any party who the Contracting Authority considers is in breach of this requirement may be excluded from this Procurement Process, without prejudice to any other rights which the Contracting Authority may have.

[Drafting Note to Contracting Authorities: to be reviewed and considered in light of individual Contracting Authority requirements.]

7.7 **Publicity and Media Statements**

[Drafting Note to Contracting Authorities: Contracting Authorities must agree, in advance, what types of statements and disclosures must be sanctioned by Welsh Government. For example, notification of a Project's OBC being approved and/or the agreement of a shortlist or a down selection would most likely each be statements which would need the agreement of both Welsh Government and the Contracting Authority. This will be agreed on a project by project basis.]

Participants shall obtain the Contracting Authority's prior written consent (on form, content and purpose) before any statements or other disclosures regarding the ITPD Document, the Initial Solution and the Participant's participation in the Procurement Process generally are made to the press, media, industry journals or into any other public domain (including seminars, conferences and parties' own promotional or technical literature and internal and external intranet or website). Failure to obtain the Contracting Authority's prior written consent (at the Contracting Authority's absolute discretion) may result in curtailment of further participation in this Procurement Process or such other sanctions as the Contracting Authority considers appropriate. It shall be each Participant's responsibility to ensure that any statement or disclosure, if consented to by the Contracting Authority, is used in a manner which does not depart materially from the form and content so consented.

7.8 Disqualification

Any breach of the requirements of this Section 7, or the commission of any offence under the Bribery Act 2010 by a Participant or anyone employed by it or acting on its behalf (whether such breach or offence is with or without the knowledge of the Participant) shall entitle the Contracting Authority to disqualify the Participant.

7.9 Revisions by the Contracting Authority to the ITPD Document and Procurement Process

The Contracting Authority reserves the right to make revisions to any volume of the ITPD Document (including the technical requirements for the Project and the Project Agreement) together with any associated documents, and/or the context, process, timing and structure of the Procurement Process at any time. No additional time in relation to submission deadlines for the Initial Solution will be granted, following notification of any such revision, unless the Participants are expressly notified of any extension by the Contracting Authority. **[Drafting Note to Contracting Authorities: although this paragraph has been included in the ITPD Document, Contracting Authorities must only exercise this following consultation with the Welsh Government and having taken legal advice.]**

7.10 No Liability for Costs

7.10.1 Each Participant shall be solely responsible for all costs, expenses and liabilities incurred in connection with the Procurement Process including preparation and submission of any Initial Solution, Detailed Solution or Final Tender, attendance at Dialogue Meetings, preparation of deliverables for Dialogue Meetings and all related activities.

7.10.2 The Contracting Authority shall not, under any circumstances, be liable for any costs howsoever incurred by those participating in this Procurement Process or otherwise.

7.11 Discontinuance or Suspension of the Competition for the Project

7.11.1 The Contracting Authority may elect to discontinue or suspend the Procurement Process at any time without selecting a Successful Participant. The Contracting Authority may do so without responsibility or liability to any Participants and the Successful Participant resulting from such discontinuation or suspension, including any liability for any costs or expenditure incurred by, or inconvenience caused.

7.11.2 Should the Contracting Authority require to suspend the Procurement Process, the Contracting Authority will issue instructions to Participants regarding the expected duration of the suspension and other related matters.

7.11.3 The Contracting Authority reserves the right not to award the contract as a result of the Procurement Process.

7.11.4 In the event that at any stage a Participant decides not to pursue its interest in the Procurement Process, that Participant shall notify the Contracting Authority as soon as possible.

7.12 **Conflict of interest**

7.12.1 Without prejudice to Part 2.3 of a PQQ Response, Participants are instructed to ensure that their participation in this Procurement Process their appointment, if successful, and their use of any advisers, consultants or sub-contractors has not and will not create any conflict of interest or any situation which might compromise the Contracting Authority's duty to manage an open, fair, non-discriminatory and competitive procurement process and the Contracting Authority's interests generally. Any conflict or potential conflict shall be reported in writing to the Contracting Authority immediately.

7.12.2 The declaration of a potential conflict of interest shall not result in automatic disqualification of a Participant.

7.12.3 The Contracting Authority will assess the likelihood of any conflict affecting the Procurement Process, taking into account the Participant's proposal for dealing with the conflict, in deciding whether or not to consider the Participant ineligible to participate in this Procurement Process.

7.12.4 If it appears that the conflict will have such an effect, the Contracting Authority will discuss the matter with the Participant and seek to agree a method for dealing with the conflict satisfactorily.

7.12.5 In the event that agreement is not reached on terms acceptable to the Contracting Authority, the Participant will be excluded from further consideration.

7.12.6 The Contracting Authority's decision on the matter shall be final.

8. OVERVIEW OF THE AWARD CRITERIA AND EVALUATION METHODOLOGY

[Drafting Note to Contracting Authorities: the award criteria and the evaluation methodology must be reviewed and amended to match the submission requirements of the final version of the ITPD Document (in particular, Part B of Volume One of the ITPD Document), current best practice in evaluation and relevant procurement case law. Once this is done, the evaluation process must be "calibrated" in order to ensure that it works correctly with the ITPD Document and is compliant with the Regulations. It is recommended that Contracting Authorities seek specialist financial, technical and legal advice to amend and calibrate this evaluation process.]

8.1 Introduction

8.1.1 As stated in Section 3.1 of Part A of Volume One of this ITPD Document, the procurement competition for the Project will be conducted in accordance with the provisions of the Regulations. The Contracting Authority has satisfied itself that, in terms of the Regulations, it can use the competitive dialogue procedure. Accordingly, the procurement competition in respect of the Project will be conducted under the competitive dialogue procedure.

8.1.2 Initial Solutions and Final Tenders will be evaluated by the Contracting Authority to determine which is the most economically advantageous tender to the Contracting Authority, pursuant to Regulation 30 and Regulation 67. The Project Agreement shall be awarded to the Participant who, at the conclusion of the evaluation process, offers the most economically advantageous tender.

8.1.3 In determining the award of contract, the award criteria which shall be used to determine which Final Tender is the most economically advantageous tender shall be a combination of:

8.1.3.1 [Technical;

8.1.3.2 Legal;

8.1.3.3 Financial/Commercial; and

8.1.3.4 Price.]

[Drafting Note to Contracting Authorities: customise as appropriate.]

8.1.4 [The technical award criterion has been divided into [***] award sub-criteria: [***].] **[Drafting Note to Contracting Authorities:** complete with relevant information.]

8.1.5 [The financial/commercial/price award criterion has also been divided into [***] award sub-criteria: [***].] **[Drafting Note to Contracting Authorities:** complete with relevant information.]

8.1.6 [The Contracting Authority has applied a weighting to each of the award criteria and to each of the award sub-criteria (where applicable) within those award criteria. In addition, the Contracting Authority has applied a "range" to certain of such weightings (i.e. a different weighting which will be applied to Initial Solutions and to Final Tenders).] **[Drafting Note to Contracting Authorities:** customise as appropriate.]

8.1.7 The Contracting Authority indicated in the Contract Notice that the competitive dialogue would take place in successive stages in order to reduce the solutions to be discussed during the Dialogue Period. Pursuant to Regulation 66, this reduction shall be achieved by applying the award criteria and award sub-criteria to the Initial Solutions.

8.1.8 [The award criteria together with the award sub-criteria, the weightings for each of the award criteria and award sub-criteria, [and the range of weightings] which will be applied by the Contracting Authority during the Dialogue Period are described in in Table 1 below. The weightings for the award sub-criteria are shown shaded in yellow. The methodology for applying the weightings in respect of Initial Solutions and Final Tenders is described in Sections 9 and 10 of Part A of Volume One of the ITPD Document, respectively.] **[Drafting Note to Contracting Authorities: customise as appropriate.]**

Award Criteria	Award Sub-Criteria	Range of Weighting	Weighting at ITPD Stage (Initial Solutions)	Weighting at ITSFT Stage (Final Tenders)
Technical				
Legal				
Financial/ Commercial				
Price				

Table 1 Overview of Award Criteria and Weightings

[Drafting Note to Contracting Authorities: complete with relevant information.]

8.1.9 Initial Solutions and Final Tenders will also be evaluated by the Contracting Authority against a number of pass/fail requirements which will be identified in the ITPD Document (see Section 9 of Part A of Volume One of this ITPD Document) and ITSFT Document in order to evaluate whether each Initial Solution and Final Tender is compliant with the stated requirements.

8.2 Evaluation Methodology: General Principles

8.2.1 Following submission of Initial Solutions and Final Tenders, the Contracting Authority shall use an evaluation methodology which shall apply the award criteria and award sub-criteria.

8.2.2 The purpose of the evaluation methodology is to provide a structured and auditable approach to evaluating the Initial Solutions and Final Tenders submitted by the Participants.

8.2.3 The evaluation methodology shall:

- conform with all relevant statutory and regulatory requirements and best practice;
- be robust, objective and transparent;
- provide a framework that will facilitate a comprehensive review of each Initial Solution and Final Tender; and
- provide a clear audit trail.

8.3 **[Quantifiable Participant Amendments]**

8.4 **[Drafting Note to Contracting Authorities: text to be developed if this is to be included as part of the evaluation methodology.]**

9. EVALUATION METHODOLOGY FOR INITIAL SOLUTIONS

[Drafting Note to Contracting Authorities: the award criteria and the evaluation methodology must be reviewed and amended to match the requirements for Initial Solutions (in particular, Part B and Part C of Volume One of the ITPD Document), current best practice in evaluation and relevant procurement case law. Once this is done, the evaluation process must be "calibrated" in order to ensure that it works correctly with the ITPD Document and is compliant with the Regulations. It is recommended that Contracting Authorities seek specialist financial, technical and legal advice to amend and calibrate this evaluation process.]

9.1 Overview

9.1.1 Initial Solutions shall be checked for general compliance and completeness and evaluated (as appropriate) by [six] separate panels as follows:

- [Panel 1: General Compliance and Completeness Check;
- Panel 2: Mandatory Requirements;
- Panel 3: Technical;
- Panel 4: Financial/Commercial and Price;
- Panel 5: Legal; and
- Panel 6: Aggregated Scores.]

[Drafting Note to Contracting Authorities: customise as appropriate.]

9.1.2 The panels shall be responsible for checking and evaluating (as appropriate) the specific parts of the Initial Solutions as identified in Table 2. It is also identified in Table 2 whether a part of the Initial Solution is (a) scored, (b) scored with a minimum threshold, or (c) a pass/fail part. In addition, guidance is given in respect of the pass/fail questions as to what will constitute a pass.

[Drafting Note to Contracting Authorities: complete table with the relevant information.]

Parts of the Initial Solution		Panel	Scoring
General Compliance and Completeness Check	Check of the whole Initial Solution against the Initial Solution Template	1 and 6	Pass/Fail <i>PASS = Initial Solution submitted in accordance with the ITPD Document and the Initial Solution Template</i>

Parts of the Initial Solution		Panel	Scoring
Part One Letter confirming submission of Initial Solution	Letter confirming submission of Initial Solution [enclosing Summary of Initial Solution and completed Initial Solution checklist]	2 and 6	Pass/Fail <i>PASS = signed and completed in accordance with [***] with evidence of the requisite signing authority</i>
Part Two Certificates		2 and 6	Pass/Fail <i>PASS = signed and completed in accordance with [***] with evidence of the requisite signing authority</i>
Part Three Technical		3 and 6	
Part Four Legal		5 and 6	
Part Five Financial/Commercial and Price		4 and 6	

Table 2 Panels and Scoring at the ITPD Stage

9.2 General Compliance and Completeness Check

- 9.2.1 Initial Solutions will first be subject to an initial assessment to determine compliance with the requirements of the ITPD Document and Initial Solution Template. Clarification may be sought by the Contracting Authority in order to determine if an Initial Solution is complete and compliant.
- 9.2.2 If a Participant does not comply with any of the requirements contained in the ITPD Document and the Initial Solution Template, then the Contracting Authority may (at its discretion) disqualify the Participant.
- 9.2.3 Participants who pass this initial compliance stage will then be evaluated pursuant to the evaluation methodology described in this Section 9 and against the award criteria and award sub-criteria identified in Table 1.

9.3 Mandatory Requirements

- 9.3.1 Panel 2 shall evaluate the contents of Parts 1 and 2 of each Initial Solution as identified in Table 2 on the basis noted in Table 2.

9.3.2 If a Participant fails to pass any of the requirements for Parts 1 and 2 of the Initial Solution, then that Participant shall not be invited to proceed to the ITCD Stage.

9.4 Technical Evaluation

9.4.1 This Section 9.4 provides details in respect of the evaluation methodology which will be applied in respect of the technical evaluation of each Participant's Initial Solution.

9.4.2 Panel 3 shall evaluate Part 3 of each Initial Solution.

9.4.3 Each response to each of the questions in Part 3 of each Initial Solution shall be evaluated and scored by Panel 3 in accordance with the scoring system set out in Table 3 below.

Score	Term	Description

Table 3 Technical Scoring System

9.4.4 As stated in Table 1, the weighting which has been given at the ITPD Stage to the technical award criterion is [***]%. The following weightings set out in Table 4 have been given to each of the [***] award sub-criteria which are comprised within the technical award criterion:

[Drafting Note to Contracting Authorities: complete table with the relevant information.]

Award Sub-Criteria	Weighting

Table 4 Technical Award Sub-Criteria at the ITPD Stage

[Drafting Note to Contracting Authorities: An example for a roads project is set out below. However, in all sectors Contracting Authorities should evaluate the robustness and deliverability of Participants' construction programmes, technical solutions/methodologies, quality plans and pricing, considering for example whether the drive for faster, lower cost solutions is likely to impact on deliverability, quality or safety.]

Award Sub-Criteria	Weighting
Deliverability of the	

Technical Solution	
Project Management	
Design	
Construction	
Services	
Community Benefits	

Table 4 Technical Award Sub-Criteria at the ITPD Stage

9.4.5 Aspects of the Initial Solution which will be assessed when evaluating the sub-criteria are:

Deliverability of Technical Solution

- deliverability of the Participant’s proposals for the Project Facilities in relation to any new TWA Orders or other planning consents required as a result of the proposals, including the timescales for processing and the degree of risk associated with such;
- deliverability of the Participant’s proposals for the Project Facilities in relation to any new environmental assessment documents required as a result of the proposals, including the timescales for processing and the degree of risk associated with such;
- deliverability of the Participant’s proposals for the Project Facilities in relation to any additional land required as a result of the proposals, including the timescales for securing and the degree of risk associated with such;
- deliverability of Participant’s proposals for the Project Facilities in relation to any new or amended statutory consents required as a result of the proposals, including the timescales for processing and the degree of risk associated with such;
- evidence of consultation with relevant parties, including statutory bodies and affected third parties, in relation to the Participant’s proposals, indicating that the requisite degree of consultation has taken place during the Tender Period, and such proposals have not been objected to or rejected by key stakeholders and/or the Authority in whole or in part; and
- confirmation by the Participant of the position applying in the event that any proposed changes are not secured by a date to be agreed.

Project Management

Design Quality Plan and Construction Quality Plan

- the proposed management structure during the design and construction phases [**Drafting Note to Contracting Authorities:** consider requiring details of resource allocated for quality assurance purposes, professional consultants etc];
- a Health and Safety Plan for design and construction;

- procedures for monitoring quality during design and construction of the Project Facilities including arrangements for supervision of the construction by Project Co and supervision of sub-contractors by the Contractor, arrangements for testing and commissioning, arrangements for Permit to Use and arrangements for facilitating access by and engaging with the Independent Tester;
- an Outline Environmental Management Plan, providing procedures for implementing an environmental management system during design and construction of the Project Facilities, including how this system will incorporate compliance with the requirements of environmental assessment documents and how this system will incorporate sustainability in all aspects of project performance;
- where lane occupation charges have been included, procedures for monitoring lane occupations and assessing lane occupation charges;
- procedures for undertaking community engagement, including public liaison, during design, and construction;
- proposals for delivering community benefits during design, construction and into operation; and
- certification that the final Construction Quality Plan will not differ substantially in principle from the Outline Construction Quality Plan contained within the Initial Solution.

Services Quality Plan

- the proposed management structure during the operation and maintenance phase;
- a Health and Safety Plan operation and maintenance the Project Facilities;
- proposals for monitoring quality during operation and maintenance of the Project Facilities;
- an Environmental Management Plan, providing proposals for implementing an environmental management system during the operation and maintenance of the Project Facilities, including how this system will incorporate compliance with the requirements of environmental assessment documents and how this system will incorporate sustainability in all aspects of project performance; and
- proposals for monitoring lane availability during operation and maintenance of the Project Facilities;
- delivery of the requisite Community Benefits.

Design

- geometric alignment, of the Project Roads, including main carriageways, slip roads, side roads, junctions and access tracks, in terms of horizontal alignment, vertical alignment, and typical cross-sections;
- junction performance in terms of specified operational parameters;

- drainage proposals, particularly with respect to the requirements of the Natural Resources Wales;
- earthworks proposals, particularly: the proposals for importing and disposing of materials; geotechnical solutions and measures, including for areas of soft ground, settlement and for any necessary permanent retention works; proposals for rock cuttings, including slope angles, use of rock traps, use of intermediate rock slope berms and rock/soil berms, anticipated rock excavation techniques and proposals for monitoring impacts during such work;
- road pavement proposals;
- proposals in relation to SWTRA requirements for ITS;
- proposals in respect of impacts on Statutory Undertakers Apparatus or other Apparatus and any benefits/disbenefits associated with the proposals in relation to disruption to apparatus;
- structures proposals, including proposals for the achievement of stated aesthetic requirements;
- environmental mitigation proposals incorporated within the permanent works, including those set out in the environmental assessment documents, including landscaping, ecological and environmental barriers;
- technical compliance in terms of Departures from technical standards including the number, context and nature of the Departures incorporated into the proposals;
- operational safety in terms of any benefits/disbenefits associated with the proposals in relation to safety issues as demonstrated by Stage 1 Road Safety Audit and Stage 2 Cycle Audit; and
- the preliminary design can be developed to satisfy the requirements of the Project Agreement.

Construction

- Outline Programme for design and construction, including the critical path to achieve the Permit to Use and Actual Completion Date;
- outline construction method statements, setting out proposed works phasing and durations of each phase, temporary traffic management arrangements (including required lane closures and diversions) as appropriate, relevant Statutory Undertaker diversion arrangements, and relevant construction phase key environmental mitigation measures, for any major element of the works such as structures, complex junctions etc.
- a schedule of required permits and approvals and procedures for ensuring these are obtained in a timely manner; and
- where lane occupation charges are included, proposed lane occupations for construction of the Project Facilities including the phasing, the timing of planned lane occupations.

Services

- the 5 Year Maintenance Plan;
- the Lifecycle Efficiencies Plan;
- Outline Method Statements including:
 - Emergency response;
 - Route service patrol;
 - Routine and Cyclic Maintenance, including type and durations of routine maintenance activities and proposed temporary traffic management arrangements (including any required lane closures);
 - Winter Maintenance, including locations of proposed depots, salt storage arrangements and routes used for winter maintenance services;
 - Landscape and Environmental Mitigation Maintenance, including durations of maintenance activities and proposed temporary traffic management arrangements (including any required lane closures); and
 - Lifecycle Replacement including the type durations of maintenance activities systems for determining interventions and proposed temporary traffic management arrangements (including any required lane closures);
- arrangements for Restricted Services (if included in the project);
- Handback Works; and
- planned Availability Failures associated with Lifecycle Replacement, including those required in respect of Handback Works.

Community Benefits

- proposals for delivering community benefits during design and construction;
- proposals for delivering community benefits during the operation and maintenance of the Project Facilities; and
- Proposals for monitoring and reporting on the delivery of community benefits.

9.5 Legal Evaluation

- 9.5.1 This Section 9.5 provides details in respect of the evaluation methodology which will be applied in respect of the legal evaluation of each Participant's Initial Solution.
- 9.5.2 Part 4 of each Initial Solution shall be evaluated and scored by Panel 5 in accordance with the scoring system set out in Table 5 below. **[Drafting Note to Contracting Authorities: the scoring system should not differ according to the type of MIM Project.]**
- 9.5.3 Each Participant's response to each Part of the Project Agreement identified in Table 6 below (together with relevant Schedules as identified in Table 7 below) and the Ancillary

Documents (also identified in Table 6 below) shall be evaluated and scored by Panel 5 in accordance with the scoring system set out in Table 5 below.

Score	Term	Description
0	Unacceptable	<p>Insufficient or no response received. Where a response is received, the overall position of the Participant on the Project Agreement and Shareholders' Agreement is entirely unacceptable to the Contracting Authority due to (a) the number and seriousness of deviations from the Contracting Authority's position on the Project Agreement and/or the Shareholders' Agreement; or (b) such deviations adversely affecting an 'off-balance sheet' statistical classification by ONS/EUROSTAT, to the extent in either case that the Contracting Authority would not be willing to contract on this basis or the Contracting Authority has serious concerns about contracting with the Participant on this basis.</p> <p>Where a response is received, the contract structure and treatment of risk allocation within the additional documentation submitted pursuant to Section 2.4.2 of Part B of Volume One is poorly and incompletely developed and generally is considered to expose the Contracting Authority to a high level of deliverability risk.</p>
30	Poor	<p>Overall position of the Participant on the Project Agreement and/ Shareholders' Agreement in respect of contractual risk allocation and/or the Contracting Authority's contractual requirements reflects some material deviations from the Contracting Authority's position on the Project Agreement and/or the Shareholders' Agreement. These deviations are unacceptable to the Contracting Authority and/or the Participant has not provided an acceptable alternative position on the Project Agreement and/or Shareholders' Agreement in respect of such deviations.</p> <p>The contract structure and treatment of risk allocation within the additional documentation submitted pursuant to Section 2.4.2 of Part B of Volume One is inadequately developed and generally is considered to expose the Contracting Authority to a significant level of deliverability risk.</p>
50	Satisfactory	<p>Overall position of the Participant on the Project Agreement and/or Shareholders' Agreement in respect of contractual risk allocation and/or the Contracting Authority's contractual requirements reflects some material deviations from the Contracting Authority's position on the Project Agreement and/or the Shareholders' Agreement. However, these deviations</p>

Score	Term	Description
		<p>are acceptable to the Contracting Authority as a basis on which to contract with that Participant and/or the Participant has provided an acceptable alternative position on risk allocation and/or the Contracting Authority's contractual requirements in respect of such deviations.</p> <p>The contract structure and treatment of risk allocation within the additional documentation submitted pursuant to Section 2.4.2 of Part B of Volume One is adequately developed but generally is considered to expose the Contracting Authority to some, but not a significant degree, of deliverability risk.</p>
70	Good	<p>Overall position of the Participant on the Project Agreement and/or Shareholders' Agreement in respect of contractual risk allocation and/or the Contracting Authority's contractual requirements complies in most material respects with the Authority's position on the Project Agreement and/or the Shareholders' Agreement. There are minimal material deviations from this position and/or the Participant has provided a good alternative position on risk allocation and/or the Contracting Authority's contractual requirements in respect of such deviations.</p> <p>The contract structure and treatment of risk allocation within the additional documentation submitted pursuant to Section 2.4.2 of Part B of Volume One is well developed and generally is considered acceptable to the Contracting Authority and exposes the Contracting Authority to very limited deliverability risk.</p>
90	Very Good	<p>Overall position of the Participant on the Project Agreement and/or Shareholders' Agreement in respect of contractual risk allocation and/or the Contracting Authority's contractual requirements complies in all material respects with the Contracting Authority's position on the Project Agreement and/or the Shareholders' Agreement. There are no material deviations from this position and/or the Participant has provided a very good alternative position on risk allocation and/or the Contracting Authority's contractual requirements in respect of any deviations.</p> <p>The contract structure and treatment of risk allocation within the additional documentation submitted pursuant to Section 2.4.2 of Part B of Volume One is robust and very well developed and is considered to expose the Contracting Authority to a low level of deliverability risk.</p>

Score	Term	Description
100	Excellent	<p>Overall position of the Participant on the Project Agreement and/or Shareholders' Agreement in respect of contractual risk allocation and/or the Contracting Authority's contractual requirements complies in all respects with the Contracting Authority's position on the Project Agreement and/or the Shareholders' Agreement. There are no deviations from this position and/or the Participant has provided an overall improved alternative position on risk allocation and/or the Contracting Authority's contractual requirements in respect of any deviations.</p> <p>The contract structure and treatment of risk allocation within the additional documentation submitted pursuant to Section 2.4.2 of Part B of Volume One is robust and very well developed and is considered to expose the Contracting Authority to a very low level of deliverability risk.</p>

Table 5 Overall Scoring Guidance for Legal Submission

- 9.5.4 As stated in Table 6 below, the weighting which has been given to the legal award criterion at ITPD Stage is [***]%. There are no award sub-criteria relative to the legal award criterion. However, a weighting will be applied by Panel 5 to the individual scores in respect of each Part of the Project Agreement (together with relevant Schedules) and Ancillary Documents as identified in Table 6.
- 9.5.5 The combined weighted score for Initial Solution shall be calculated by applying the weightings in Table 6 to the individual scores evaluated by Panel 5. Table 6 illustrates how this calculation will be carried out. For illustrative purposes only, Table 6 uses the maximum score available. Panel 5 shall, of course, complete its evaluation using a score sheet where "maximum score" will be replaced with the "actual score".
- 9.5.6 If a Participant scores "Unacceptable" in the evaluation by Panel 5, then this shall be deemed a "FAIL" and that Participant shall be excluded from participation at the ITCD Stage regardless of its scores in the other areas which are being evaluated.

[Accommodation]

Parts of the Project Agreement and Ancillary Documents	Maximum [Actual] Score	Weighting	Maximum [Actual] Weighted Score
<p>Part 1 - General</p> <p>Notes: The evaluation of this Part 1 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 2 - Land Issues</p> <p>Notes: The evaluation of this Part 2 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 3 - Design & Construction</p> <p>Notes: The evaluation of this Part 3 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 4 - Quality Assurance</p> <p>Notes: The evaluation of this Part 4 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]

Parts of the Project Agreement and Ancillary Documents	Maximum [Actual] Score	Weighting	Maximum [Actual] Weighted Score
<p>Part 5 - Information Technology</p> <p>Notes: The evaluation of this Part 5 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 6 - Services</p> <p>Notes: The evaluation of this Part 6 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 7 - Delay Events, Relief Events & Force Majeure</p> <p>Notes: The evaluation of this Part 7 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 8 - Changes in Law & Changes</p> <p>Notes: The evaluation of this Part 8 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 9 - Financial</p> <p>Notes: The evaluation of this Part 9 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]

Parts of the Project Agreement and Ancillary Documents	Maximum [Actual] Score	Weighting	Maximum [Actual] Weighted Score
Part 10 - Termination Notes: The evaluation of this Part 10 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.	100	[***]%	[***]
Part 11 - Indemnities, Relief, Warranties & Insurance Notes: The evaluation of this Part 11 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.	100	[***]%	[***]
Part 12 - Miscellaneous Notes: The evaluation of this Part 12 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.	100	[***]%	[***]
Total Project Agreement	[***]	[***]%	[***]
Shareholders' Agreement	[***]	[***]%	[***]
Construction Contract Heads of Terms	[***]	[***]%	[***]
Service Contract Heads of Terms	[***]	[***]%	[***]
Form of Parent Company Guarantees	[***]	[***]%	[***]
Contractual matrix/diagram	[***]	[***]%	[***]
Maximum [Actual] Weighted Score			[***]

Table 6 Detailed Scoring Guidance [Drafting Note to Contracting Authorities: include Roads or Accommodation version of Table 6, as appropriate and consider whether any Project specific tailoring is required.]

[Roads]

Parts of the Project Agreement and Ancillary Documents	Maximum [Actual] Score	Weighting	Maximum [Actual] Weighted Score
<p>Part 1 - General</p> <p>Notes: The evaluation of this Part 1 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 2 - Land Issues</p> <p>Notes: The evaluation of this Part 2 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 3 - Design & Construction</p> <p>Notes: The evaluation of this Part 3 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 4 - Quality Assurance</p> <p>Notes: The evaluation of this Part 4 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 5 - Information Technology</p> <p>Notes: The evaluation of this Part 5 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 6 - Services</p>	100	[***]%	[***]

Parts of the Project Agreement and Ancillary Documents	Maximum [Actual] Score	Weighting	Maximum [Actual] Weighted Score
<p>Notes: The evaluation of this Part 6 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>			
<p>Part 7 - Statutory Functions and TWA Order</p> <p>Notes: The evaluation of this Part 7 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 8 - Delay Events, Relief Events & Force Majeure</p> <p>Notes: The evaluation of this Part 8 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 9 - Changes in Law & Changes</p> <p>Notes: The evaluation of this Part 9 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]
<p>Part 10 - Financial</p> <p>Notes: The evaluation of this Part 10 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.</p>	100	[***]%	[***]

Parts of the Project Agreement and Ancillary Documents	Maximum [Actual] Score	Weighting	Maximum [Actual] Weighted Score
Part 11 - Termination Notes: The evaluation of this Part 11 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.	100	[***]%	[***]
Part 12 - Indemnities, Relief, Warranties & Insurance Notes: The evaluation of this Part 12 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.	100	[***]%	[***]
Part 13 - Miscellaneous Notes: The evaluation of this Part 13 shall include an evaluation of any Schedules identified in Table 7. Please note that the evaluation of amendments to definitions will be scored in the evaluation of those Parts/Clauses and/or Schedules where such definitions are used predominantly.	100	[***]%	[***]
Total Project Agreement	[***]	[***]%	[***]
Shareholders' Agreement	[***]	[***]%	[***]
Construction Contract Heads of Terms	[***]	[***]%	[***]
[Service]/[Operation & Maintenance] Contract Heads of Terms	[***]	[***]%	[***]
Form of Parent Company Guarantees	[***]	[***]%	[***]
Contractual matrix/diagram	[***]	[***]%	[***]
Maximum [Actual] Weighted Score			100

Table 6 Detailed Scoring Guidance [Drafting Note to Contracting Authorities: include Roads or Accommodation version of Table 6, as appropriate and consider whether any Project specific tailoring is required.]

[Accommodation]

Item	Lead Evaluation (marked with an X where Legal is the lead)	Part of the Project Agreement where evaluated (if evaluated as part of Legal)
Schedule 1 - Definitions & Interpretation		
Section 1 - Definitions	X	N/A
Section 2 - Interpretation	X	1
Schedule 2 - Completion Documents		
Section 1 - Documents to be Delivered by Project Co	X	1
Section 2 - Documents to be Delivered by the Authority	X	1
Schedule 3 - Key Personnel	X	1
Schedule 4 - Funders' Direct Agreement	X	1
Schedule 5 - Land Matters		
Section 1 - Title Conditions	X	2
Section 2 - Reserved Rights	X	2
Section 3 - Ancillary Rights	X	2
Appendix 1 - Title Conditions	X	2
Appendix 2 - Site Plan	X	2
Appendix 3 - Phase Plans	X	2
Schedule 6 - Construction Matters		
Section 1 - Planning Consents		
Section 2 - Safety During Construction	X	3
Section 3 - Authority's		

Item	Lead Evaluation (marked with an X where Legal is the lead)	Part of the Project Agreement where evaluated (if evaluated as part of Legal)
Construction Requirement		
Section 4 - Project Co's Proposals		
Section 5 - Reviewable Design Data		
Section 6 - Room Data Sheets		
Section 7 - Thermal & Energy Efficiency Testing Procedure		
Section 8 - Quality Plans (Design & Construction)		
Schedule 7 - The Programme		
Section 1 - Programme		
Section 2 - Phasing	X	3
Schedule 8 - Review Procedure	X	1
Appendix 1 - Table A	X	3
Appendix 2 - Hours for Programmed Maintenance	X	6
Appendix 3 - Reviewable Design Data Programme		
Schedule 9 - Collateral Agreements		
Section 1 - Contractor's Collateral Agreement	X	1
Section 2 - Service Provider's Collateral Agreement	X	1
Section 3 - Key Sub- Contractor Collateral Agreement	X	1
Schedule 10 - Outline		

Item	Lead Evaluation (marked with an X where Legal is the lead)	Part of the Project Agreement where evaluated (if evaluated as part of Legal)
Commissioning Programme		
Appendix A - Commissioning Responsibilities Table	X	3
Appendix B - Completion Criteria	X	3
Schedule 11 - Equipment	X	3
Schedule 12 - Service Requirements		
Section 1 - Service Level Specification		
Section 2 - Method Statements		
Section 3 - Service Quality Plans		
Section 4 - Interface Protocol		
Schedule 13 - Independent Tester Contract	X	3
Appendix 1 - Scope of Services	X	3
Appendix 2, Section 1 - Schedule of Drawdown of Fees	X	3
Appendix 2, Section 2 - Schedule of Daily Rates	X	3
Appendix 3 - Key Personnel	X	3
Schedule 14 - Payment Mechanism		
Appendix 1 - Annual Service Payments at Base Date		
Appendix 2 - Functional Areas and GSUs		

Item	Lead Evaluation (marked with an X where Legal is the lead)	Part of the Project Agreement where evaluated (if evaluated as part of Legal)
Schedule 15 - Insurance Requirements	X	11
Schedule 16 - Change Protocol	X	8
Appendix 1, Part 1 - Catalogue		
Appendix 1, Part 2 - Small Works and Service Rates		
Appendix 2, Part 1 - Unit Cost for Construction		
Appendix 2, Part 2 - Unit Cost for Lifecycle		
Appendix 2, Part 3 - Consultant Fees		
Appendix 2, Part 4 - Unit Cost for Labour Rates		
Schedule 17 - Compensation on Termination	X	10
Schedule 18 - Handback Procedure	X	10
Schedule 19 - Record Provisions	X	9
Schedule 20 - Dispute Resolution Procedure	X	12
Schedule 21 - Project Co Information	X	12
Schedule 22 - Certificates	X	3
Schedule 23 - Refinancing	X	1
Schedule 24 - Liaison Procedure	X	1
Schedule 25 - Insurance	X	11

Item	Lead Evaluation (marked with an X where Legal is the lead)	Part of the Project Agreement where evaluated (if evaluated as part of Legal)
Proceeds Account Agreement		
Schedule 26 - Commercially Sensitive Information	X	12
Schedule 27 - Planning Responsibilities Matrix		
Schedule 28 - Disaster Plan		
Schedule 29 - Community Benefits		
Section 1 - Authority's Community Benefit Requirements		
Section 2 - Project Co's Community Benefit Method Statements		
Schedule 30 - BIM Protocol		
Schedule 31 - Employment and Pensions	X	[***]
Schedule 32 - Interim Project Report	X	1

Table 7 Schedules Scoring Guidance [Drafting Note to Contracting Authorities: include Roads or Accommodation version of Table 7, as appropriate and consider whether any Project specific tailoring is required.]

[Roads]

Item	Lead Evaluation (marked with a X where Legal is the lead)	Part of the Project Agreement where evaluated (if evaluated as part of Legal)
Schedule 1 - Definitions & Interpretation		
Section 1 - Definitions	X	N/A
Section 2 - Interpretation	X	[1]
Schedule 2 - Completion Documents		
Section 1 - Documents to be Delivered by Project Co	X	[***]
Section 2 - Documents to be Delivered by the Authority	X	[***]
Schedule 3 - Key Personnel	X	[***]
Schedule 4 - Funders' Direct Agreement	X	[***]
Schedule 5 - Land Matters		
Section 1 - Title Conditions	X	[***]
Section 2 - Reserved Rights	X	[***]
Section 3 - Ancillary Rights	X	[***]
Section 4 - Injurious Affection	X	[***]
Appendix 1 - Title Conditions	X	[***]
Appendix 2 - Injurious Affection Party Surveyor's Certificate	X	[***]
Appendix 3 - Site Plans	X	[***]
Appendix 4 - Phase Plans	X	[***]

Item	Lead Evaluation (marked with a X where Legal is the lead)	Part of the Project Agreement where evaluated (if evaluated as part of Legal)
Schedule 6 - Construction Matters		
Section 1 - Planning Consents		
Section 2 - Safety During Construction	X	[***]
Section 3 - Authority's Construction Requirements		
Section 4 - Project Co's Proposals		
Section 5 - Quality Plans (Design & Construction)		
Schedule 7 - The Programme		
Section 1 - Programme		
Section 2 - Phasing	X	[***]
Schedule 8 - Review Procedure	X	[***]
Appendix 1 - Table A	X	[***]
Appendix 2 - Hours for Programmed Maintenance	X	[***]
Appendix 3 - Design and Certification Procedure		
Schedule 9 - Collateral Agreements		
Section 1 - Contractor's Collateral Agreement	X	[***]
Section 2 - Service Provider's Collateral Agreement	X	[***]
Section 3 - Key Sub-Contractor Collateral Agreement	X	[***]

Item	Lead Evaluation (marked with a X where Legal is the lead)	Part of the Project Agreement where evaluated (if evaluated as part of Legal)
Schedule 10 - PTU Criteria		
Schedule 11 - Equipment	X	[***]
Schedule 12 - Service Requirements		
Section 1 - Service Level Specification		
Section 2 - Method Statements		
Section 3 - Services Quality Plan		
Section 4 - Interface Protocol		
Schedule 13 - Independent Tester Contract	X	[***]
Appendix 1 - Scope of Services	X	[***]
Appendix 2, Section 1 - Schedule of Drawdown of Fees	X	[***]
Appendix 2, Section 2 - Schedule of Daily Rates	X	[***]
Appendix 3 - Key Personnel	X	[***]
Schedule 14 - Payment Mechanism		
Schedule 15 - Insurance Requirements	X	[***]
Schedule 16 - Change Protocol	X	[***]
Appendix 1, Part 1 - Catalogue		
Appendix 1, Part 2 - Small Works and Services Rates		

Item	Lead Evaluation (marked with a X where Legal is the lead)	Part of the Project Agreement where evaluated (if evaluated as part of Legal)
Appendix 2, Part 1 - Unit Cost for Construction or Installation Costs		
Appendix 2, Part 2 - Unit Cost for Lifecycle Maintenance		
Appendix 2, Part 3 - Consultant, Sub-Contractor or Supplier Fees		
Appendix 2, Part 4 - Unit Costs for Labour Rates		
Schedule 17 - Compensation on Termination	X	[***]
Schedule 18 - Handback Procedure	X	[***]
Schedule 19 - Record Provisions	X	[***]
Schedule 20 - Dispute Resolution Procedure	X	[***]
Schedule 21 - Project Co Information	X	[***]
Schedule 22 - Certificates	X	[***]
Schedule 23 - Refinancing	X	[***]
Schedule 24 - Liaison Procedure	X	[***]
Schedule 25 - Insurance Proceeds Account Agreement	X	[***]
Schedule 26 - Commercially Sensitive Information	X	[***]
Schedule 27 - Planning Responsibilities Matrix		
Schedule 28 - Disaster Plan		

Item	Lead Evaluation (marked with a X where Legal is the lead)	Part of the Project Agreement where evaluated (if evaluated as part of Legal)
Schedule 29 - Community Benefits		
Section 1 - Authority's Community Benefit Requirements		
Section 2 - Project Co's Community Benefit Method Statements		
Schedule 30 - BIM Protocol		
Schedule 31 - Employment and Pensions	X	[***]
Schedule 32 - Statutory Framework and Third Party Agreements		
Section 1 - Third Party Agreements		
Part 1 - List of Third Party Agreements	X	[***]
Part 2 - Retained Obligations	X	[***]
Part 3 - Delegated Obligations	X	[***]
Part 4 - Retained Rights	X	[***]
Part 5 - Delegated Rights	X	[***]
Part 6 - Interested Parties	X	[***]
Part 7 - Relevant Authorities	X	[***]
Section 2 - TWA Order Functions		
Part 1 - Authorised TWA Order Functions		
Part 2 - Retained TWA Order Functions		

Item	Lead Evaluation (marked with a X where Legal is the lead)	Part of the Project Agreement where evaluated (if evaluated as part of Legal)
Section 3 - Roads Liaison Procedure		
Schedule 33 - Restricted Services		
Section 1 - Restricted Services Activities		
Section 2 - Restricted Service Level Specification		
Section 3 - Restricted Services Method Statements		
Section 4 - Restricted Services Quality Plans		
Section 5 - Restricted Services Payments		
Section 6 - Restricted Services Readiness Certificate		
Section 7 - Restricted Services Roads		
Schedule 34 - Register of Commitments		
Schedule 35 - Network Management		

Table 7 Schedules Scoring Guidance [Drafting Note to Contracting Authorities: include Roads or Accommodation version of Table 7, as appropriate and consider whether any Project specific tailoring is required.]

9.6 **[Financial/Commercial] Evaluation**

[Drafting Note to Contracting Authorities: the following methodology is an example of the type of approach to be adopted by Contracting Authorities. However, Contracting Authorities should consider tailoring and use of a risk adjustment methodology on a project and sector specific basis.]

- 9.6.1 This Section 9.6 provides details in respect of the evaluation methodology which will be applied in respect of the [financial/commercial] evaluation of each Participant's Initial Solution.
- 9.6.2 Panel 4 shall evaluate Part 5 of each Initial Solution.
- 9.6.3 Each response to each of Questions [***] in Part 5 of each Initial Solution shall be evaluated and scored by Panel 4 in accordance with the scoring system set out in Table 8 below.

Score	Term	Explanation

Table 8 [Financial/Commercial scoring system]

- 9.6.4 The combined weighted score for Part 5 shall be calculated by applying the weightings in Table 9 to the individual scores evaluated by Panel 4 in accordance with Section 9.1.1 above. Table 9 illustrates how this calculation will be carried out. For illustrative purposes only, this Table 9 uses the maximum score available. Panel 4 shall, of course, complete its evaluation using a score sheet where "maximum score" will be replaced with the "actual score".

Award Sub-Criteria	Maximum [Actual] Score	Weighting	Maximum [Actual] Weighted Score
[Deliverability/ Funding]	[***]	[***]%	[***]
[Financial/ Commercial Structure]	[***]	[***]%	[***]
[Payment Mechanism]	[***]	[***]%	[***]
Maximum [Actual] Weighted Score			[***]

Table 9 Calculation of Combined Weighted Score for Part 5 of each Initial Solution

9.7 **Price Evaluation**

- 9.7.1 Panel 4 shall evaluate price based upon the NPV of Annual Service Payment to be paid under the Project Agreement.

9.7.2 The weighting which has been given to the price award criterion at ITPD Stage is [***]%.

9.7.3 **[Drafting Note to Contracting Authorities: to be further developed on a project-specific basis.]**

9.8 Method for Calculating the Combined Score for each Initial Solution

9.8.1 As stated in Table 1, the following weightings have been given at the ITPD Stage to each of the [***] award criteria which will be applied after the evaluation and application of the weightings for award sub-criteria (as applicable) have been carried out by the relevant panels.

Award Criteria	Weighting
Technical	
Legal	
Financial/Commercial	
Price	

Table 10 Award Criteria at the ITPD Stage

9.8.2 The combined weighted score for the Initial Solution submitted by each Participant shall be calculated by applying the weightings in Table 10 to the individual scores calculated (and weighted as appropriate) by Panels 3, 4, 5 and 6. The combined score for each Initial Solution shall be calculated by Panel 6 and Table 11 illustrates how this calculation will be carried out. The process is shown in Figure 1. For illustrative purposes only, Table 11 uses the maximum score available. Panel 6 shall, of course, complete its evaluation using a score sheet where "maximum weighted score" will be replaced with the "actual weighted score".

Award Criteria	Maximum [Actual] Score carried forward from evaluation by each panel	Weighting	Maximum [Actual] Weighted Score
Technical	[***]	[***]%	
Legal	[***]	[***]%	
Financial/Commercial	[***]	[***]%	
Price ¹	[***]	[***]%	
Maximum Combined Weighted Score (out of 100)			[***]

Table 11 Calculation of Combined Weighted Score in respect of each Initial Solution

¹ Price – Denotes the NPV price (£) converted to weighted score.

9.8.3 Participants are required to have a combined score of a minimum of [***] in respect of the Maximum Combined Weighted Score in order to proceed to the ITCD Stage.

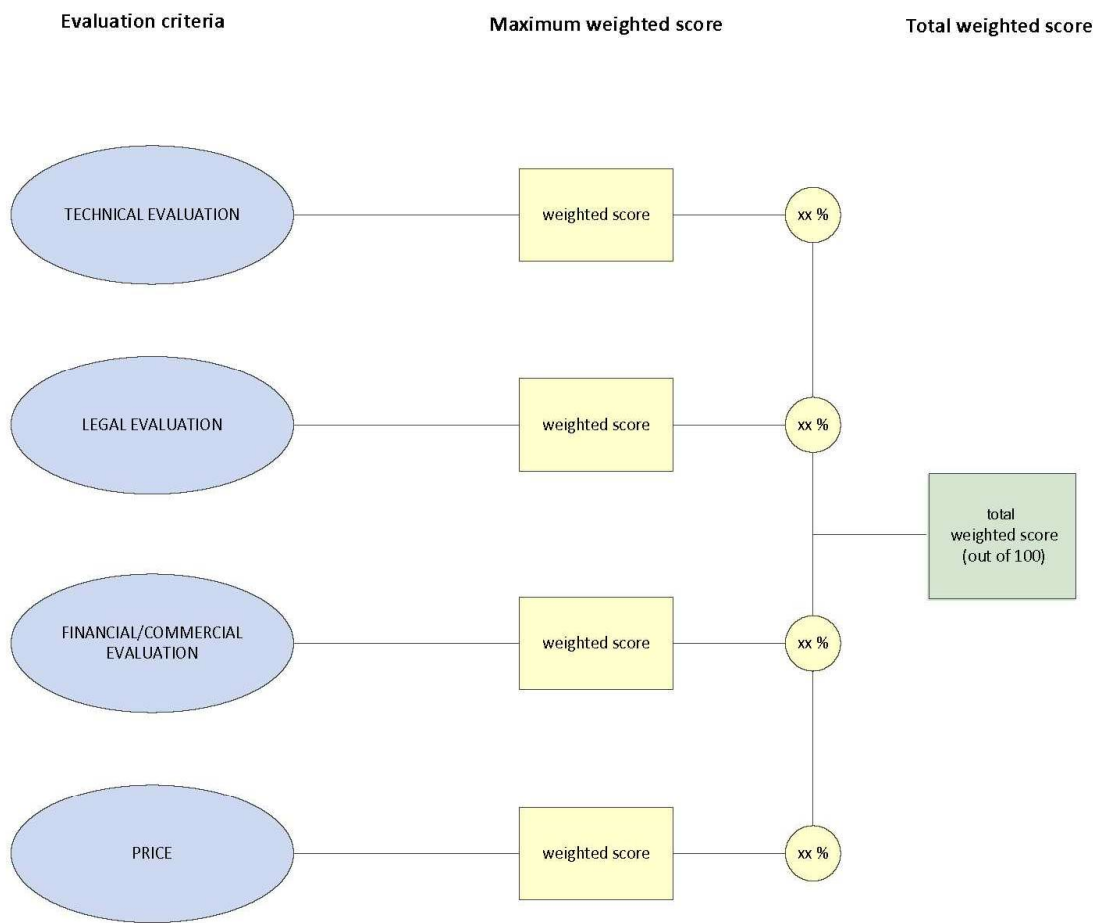


Figure 1: Calculation of Combined Weighted Score in respect of each Initial Solution

9.9 Selection of Participants to proceed to the ITCD Stage

9.9.1 The two Participants who have:

9.9.1.1 gained a PASS as evaluated by Panel 1 pursuant to Section 9.2 above; and

9.9.1.2 gained a PASS in respect of all aspects of the evaluation of Parts 1 and 2 conducted by Panel 2 pursuant to Section 9.3 above; and

9.9.1.3 scored [***] marks or more in respect of the evaluation conducted by Panel [***] pursuant to Section [***]; and

9.9.1.4 achieved the highest combined weighted scores calculated in accordance with Section [***],

will be selected by the Contracting Authority as the two Participants who will proceed to the ITCD Stage.

9.10 Clarifications

9.10.1 The Contracting Authority shall be entitled at any time to seek clarifications from the Participants in relation to their Initial Solutions.

9.10.2 The relevant panels shall be entitled to take account of any subsequent information provided as clarification in any Participant's responses.

9.11 Dialogue Team

9.11.1 During the ITPD Stage and throughout the remainder of the Competitive Dialogue Process, the Contracting Authority's dialogue team will provide the interface between the Participants and the Contracting Authority. The role of the dialogue team will be to:

- evaluate the Initial Solutions and raise clarification issues with Participants;
- respond to clarification issues raised by Participants to the Authority;
- make short-listing recommendation(s) to the project board;
- decide which Participants will be invited to continue dialogue, submit Detailed Solutions and subsequently Final Tenders; and
- decide which Participant has submitted the most economically advantageous Final Tender.

9.11.2 The dialogue team will include:

- [***]

9.12 Presentations to Stakeholders

9.12.1 At the [ITPD Stage and the ITCD Stage], Participants shall be required to provide presentations to [***] and/or other stakeholders. This is to assist their understanding and

appreciation of each Participant's Initial Solution or Final Tender (as appropriate_ and to give them a chance to ask their own clarification questions.

9.12.2 Please be advised that each Participant's performance at such presentations will not form part of the Contracting Authority's evaluation and will not be scored.

9.13 **[Review of Detailed Solutions**

9.14 The Contracting Authority will review the Detailed Solutions to ensure compliance with the tender requirements. Contracting Authorities will provide feedback on the content of Participants' Detailed Solutions at the start of Bootcamp. [All outstanding issues will require to be resolved as between the Contracting Authority and Participants during the Bootcamp period, prior to close of the Dialogue Period.]

10. EVALUATION OF FINAL TENDERS

[Drafting Note to Contracting Authorities: the award criteria and the evaluation methodology must be reviewed and amended to match the submission requirements of the final version of the ITPD Document (in particular, Part B of Volume One of the ITPD Document), current best practice in evaluation and relevant procurement case law. Once this is done, the evaluation process must be "calibrated" in order to ensure that it works correctly with the ITPD Document and is compliant with the Regulations. It is recommended that Contracting Authorities seek specialist financial, technical and legal advice to amend and calibrate this evaluation process.]

10.1 Technical Evaluation

10.1.1 **[Drafting Note to Contracting Authorities:** text to be developed on a project-specific basis.]

10.2 Legal Evaluation

10.2.1 The legal submission which forms part of the Final Tender shall be evaluated as follows:

10.2.1.1 Project Agreement

The Project Agreement shall be evaluated in accordance with the following:

- (i) **Pass/Fail:** Participants shall be awarded a pass if they accept the Final Tender Participant Specific Project Agreement. Participants shall be awarded a fail if they do not accept the Final Tender Participant Specific Project Agreement;
- (ii) [If a pass is received by Participants in respect of the Final Tender Participant Specific Project Agreement, the provisions of Section 8.3 of Part A of Volume One of the ITPD Document (Quantifiable Participant Amendments) shall be applied. The Quantifiable Participant Amendments that shall be applied to a Participant's provisional economic cost score shall be those Quantifiable Participant Amendments notified by the Contracting Authority to Participants during the Dialogue Period.] **[Drafting Note to Contracting Authorities:** text and definitions to be developed on a project-specific basis.]

10.2.1.2 Shareholders' Agreement

The Shareholders Agreement shall be evaluated in accordance with the following:

- (i) **Pass/Fail:** Participants shall be awarded a pass if they accept the Final Tender Participant Specific SHA. Participants shall be awarded a fail if they do not accept the Final Tender Participant Specific SHA;
- (ii) [If a pass is received by Participants in respect of the Final Tender Participant Specific SHA, the provisions of Section 8.3 of Part A of Volume One of the ITPD Document (Quantifiable Participant Amendments) shall be applied. The Quantifiable Participant Amendments that shall be applied to a Participant's provisional economic cost score shall be those Quantifiable Participant Amendments notified by the Contracting Authority

to Participants during the Dialogue Period.] **[Drafting Note to Contracting Authorities: text and definitions to be developed on a project-specific basis.]**

10.2.1.3 Additional Documentation

The additional documentation referred to in Section [***] shall be evaluated in accordance with the following:

- (i) Pass: Participants shall be awarded a pass if they submit as part of their legal submission for their Final Tender the documentation referred to in Section [***] which is robust, well developed and:
 - (a) is considered acceptable to the Contracting Authority, as exposing the Contracting Authority to limited deliverability risk; and
 - (b) reflects issues resolved in Bootcamp following submission of Detailed Solutions.
- (ii) Fail: Participants shall be awarded a fail if they submit as part of their legal submission for their Final Tender the documentation referred to in Section [***] which is poorly developed and:
 - (a) is considered not to be acceptable to the Contracting Authority, as exposing the Contracting Authority to significant deliverability risk; and/or
 - (b) does not reflect issues resolved in Bootcamp following submission of Detailed Solutions.

10.3 Financial Evaluation

10.3.1 **[Drafting Note to Contracting Authorities: text to be developed on a project-specific basis.]**

10.3.2 [The detailed financial submission requirements will be contained in the ITSFT Document and are contained in Part B of Volume One of the ITPD Document.

10.3.3 Final Tender submissions shall provide sufficient financial information for the Contracting Authority to undertake a systematic and comprehensive evaluation.

10.3.4 Final Tenders shall include detailed, fully negotiated and agreed financing term sheets for all sources of finance which shall contain details of all substantive terms of the relevant funding product, as a minimum Senior Debt and junior debt.

10.3.5 Fully committed funding is required for the purposes of the Final Tender submission and in this respect, the detailed requirements that need to be addressed in relation to funder letters of support are referred to in the ITSFT Document and are contained in Part B of Volume One of the ITPD Document.

10.3.6 For publicly offered capital markets funding solutions, the Contracting Authority recognises that there shall be no pricing commitment in the Final Tender submissions. However, all other requirements shall still be met.

10.3.7 Participants shall submit their Final Tenders on the basis of the best value for money and deliverable Senior Debt solution available to the Participant.

10.3.8 The Contracting Authority accepts no foreign exchange risk and as such Participants should note that any foreign exchange risk should be addressed within the Participants' internal contracting structure.]

10.4 **Price Evaluation**

10.4.1 **[Drafting Note to Contracting Authorities: text to be developed on a project-specific basis.]**

VOLUME ONE

Part B

**Dialogue Meetings and Submission Requirements for Initial Solutions, Detailed Solutions
and Final Tenders**

1. DIALOGUE MEETINGS AND MEETING SUBMISSION REQUIREMENTS

1.1 Instructions and Guidance to Participants in respect of Dialogue Meetings

- 1.1.1 This Section 1 of Part B of Volume One of the ITPD Document provides instructions and guidance to Participants in respect of the meetings which will take place during the ITPD Stage and the ITCD Stage, as well as the required form and content for pre-meeting deliverables and the procedure for submitting those deliverables.
- 1.1.2 These instructions are designed to ensure that all Participants are given equal and fair consideration in a transparent manner. It is important, therefore, that Participants provide all the information asked for in the format and order specified in this Section 1.
- 1.1.3 If a Participant does not comply with any of the requirements contained in this Section 1, the Contracting Authority may (at its discretion) disqualify the Participant.
- 1.1.4 It is the responsibility of each Participant to ensure that it has all the information it needs to prepare its pre-meeting deliverables.
- 1.1.5 [Agenda.]
- 1.1.6 [Meeting minutes.]

1.2 Participant's Team

- 1.2.1 The Participant's team shall be clearly identified at the ITPD Stage and each subsequent stage of the competitive dialogue procedure.
- 1.2.2 Where the Participant is tendering as a consortium, the consortium should identify one team member as the "Lead Participant" to submit the consortium's Initial Solution. It will be the Lead Participant's role to co-ordinate all correspondence with the Contracting Authority.
- 1.2.3 Each Participant shall ensure that its Initial Solution and pre-meeting deliverables shall represent the views of all members of its team and, where applicable, the Participant's consortium or joint venture.

1.3 Overview Timetable of Meetings

[Drafting Note to Contracting Authorities: insert overview timetable of meetings throughout the Dialogue Period.]

1.4 Technical Meetings and Deliverables

1.4.1 The tables below contain an outline of the anticipated agenda items and pre-meeting deliverables for each round of technical dialogue meetings. However, as noted above, the Contracting Authority reserves the right to adjust the format, requirements and/or agenda items to address any specific issues raised by Participants during the Dialogue Period. Further detail on the process for finalisation and circulation of detailed agendas is included at Section [***] of Part B of Volume One of the ITPD Document.

[Drafting Note to Contracting Authorities: the timetable for technical dialogue meetings and associated deliverables should be set out here. Aside from a briefing at the start of the Dialogue Period, Contracting Authorities should structure the Dialogue Period to allow for 3 to 4 rounds at each stage and then refine the timetable as needed to effectively address any project specific issues raised by Participants. An example for roads projects is set out below.]

Dialogue Phase 1: ITPD Stage

Dialogue Meeting	Outline of Agenda for Technical	Pre-Meet Deliverables for Technical	Pre-Meet Deliverables Due Date
Technical Briefing/Overview Meeting on [***]	<ol style="list-style-type: none"> 1. Briefing from Contracting Authority to individual participants on technical/environmental key issues, with opportunities for questions. 2. Explanation of collaboration website, protocols and training. 3. Presentation from Contracting Authority on operation of Lane Occupation Charge regime, with opportunity for questions (Only where LOC are included in the project). 	No submission required from Participants in advance of this meeting.	[***]

Dialogue Meeting	Outline of Agenda for Technical	Pre-Meet Deliverables for Technical	Pre-Meet Deliverables Due Date
Technical Meeting 1 (General review of design) on [***]	Dialogue on submission for Technical Meeting 1 and any other issues raised.	<ul style="list-style-type: none"> • Developing proposals for horizontal and vertical alignment. • Developing proposals for structures. • Developing proposals for alternative design criteria. • Any other information Participants wish to discuss. 	[***]
Technical Meeting 2 (General review of design; and Services on [***])	Dialogue on submission for Technical Meeting 2 and any other issues raised.	<ul style="list-style-type: none"> • Developing proposals for horizontal and vertical alignment. • Developing proposals for structures. • Developing proposals for junctions. • Developing proposals for earthworks. • Developing proposals for alternative design criteria. • Developing proposals for departures from standards. • Developing proposals for Services. 	[***]

Dialogue Meeting	Outline of Agenda for Technical	Pre-Meet Deliverables for Technical	Pre-Meet Deliverables Due Date
		<ul style="list-style-type: none"> Any other information Participants wish to discuss. 	
Technical Meeting 3 (Environmental & Sustainability) on [***]	Dialogue on submission for Technical Meeting 3 and any other issues raised.	<ul style="list-style-type: none"> Developing proposals for delivering construction stage environmental outcomes. Developing proposals for delivering operational stage environmental outcomes. Developing proposals for delivering sustainability outcomes in construction stage. Developing proposals for delivering sustainability outcomes during the Operational Term. Any other information participants wish to discuss. 	[***]
Technical Meeting 4 (General review of design; Construction Programme and Methods) on [***]	Dialogue on submission for Technical Meeting 4 and any other issues raised.	<ul style="list-style-type: none"> Changes in developing proposals for horizontal and vertical alignment, structures, junctions and earthworks. Developing 	[***]

Dialogue Meeting	Outline of Agenda for Technical	Pre-Meet Deliverables for Technical	Pre-Meet Deliverables Due Date
		<p>proposals for drainage.</p> <ul style="list-style-type: none"> • Developing construction programme. • Developing proposals for construction of specified elements of works. • Developing proposals for Lane Occupations. • Developing proposals for alternative design criteria. • Developing proposals for departures from standards. • Any other information Participants wish to discuss. 	

Dialogue Phase 2: ITCD Stage

<p>Technical Meeting 5 (Deliverability (Statutory Consents); Project Management) on [***]</p>	<p>Dialogue on submission for Technical Meeting 5 and any other issues raised.</p>	<ul style="list-style-type: none"> • Outline details of proposals requiring an amendment to the Orders. • Outline Design Quality Plan. • Outline Construction Quality Plan. • The proposed management structure for the design and construction phases. • Outline Service Quality Plan. • The proposed management structure for the Services. 	<p>[***]</p>
<p>Technical Meeting 6; on [***]</p>	<p>Dialogue on submission for Technical Meeting 6 and any other issues raised.</p>	<ul style="list-style-type: none"> • Design and Construction proposals. • Any other information Participants wish to discuss. 	<p>[***]</p>
<p>Technical Meeting 7: on [***]</p>	<p>Dialogue on submission for Technical Meeting 7 and any other issues raised.</p>	<ul style="list-style-type: none"> • Project Management and Services proposals. • Any other information Participants wish to discuss. 	<p>[***]</p>

Technical Meeting 8 (Draft Final Tender): on [***]	This meeting must hold dialogue and then confirm if necessary in writing to confirm either, that a Participant's technical submission meets the minimum requirements, or to identify what changes are necessary to enable a participant's submission to meet the minimum requirements. This is necessary so that dialogue can be closed on the basis that each Participant has proposed an acceptable technical solution.	<ul style="list-style-type: none"> • Draft Final Tender Technical Submission. 	[***]
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1.5 Legal Meetings and Deliverables

- 1.5.1 The tables below contain an outline of the anticipated agenda items and pre-meeting deliverables for each round of legal dialogue. However, as noted above, the Contracting Authority reserves the right to adjust the format, requirements and/or agenda items to address any specific issues raised by Participants during the Dialogue Period. Further detail on the process for finalisation and circulation of detailed agendas is included at Section [***] of Part B of Volume One of the ITPD Document.
- 1.5.2 For clarity, the matrix attached at Schedule 3 of Part Four of the Initial Solution Template sets out which Schedules to the Project Agreement form part of the legal dialogue, which Schedules form part of the technical dialogue and which Schedules form part of the financial dialogue. Participants should also refer to the further instructions contained in the footnotes to the Project Agreement and Shareholders' Agreement, regarding the level of detail required during the Dialogue Period.
- 1.5.3 Legal and financial dialogue meetings have been combined into one session, with a split agenda. This Section of the ITPD deals with the legal requirements only. **[Drafting Note to Contracting Authorities: to be confirmed if legal and financial dialogue meetings may or may not be combined into one session.]**
- 1.5.4 Participants are also reminded of the strict restrictions imposed on derogations by Welsh Government under Chapter 2 (General Comments) of the MIM Standard Form Project Agreements User Guide.

[Drafting Note to Contracting Authorities: complete tables with the relevant information.]

Dialogue Phase 1: ITPD Stage

Dialogue Meeting	Outline of Agenda for Legal	Pre-Meet Deliverables for Legal	Pre-Meet Deliverables Due Date
<p>Legal Dialogue Meeting 1 on [***]</p>	<p>Key issues raised by the Participant in relation to:</p> <ol style="list-style-type: none"> 1. the Project Agreement; and 2. the Shareholders' Agreement. 	<p>Participants to deliver:</p> <ol style="list-style-type: none"> 1. A list of up to 10 key commercial / contractual issues Participants may wish to raise in relation to the Project Agreement, together with: <ul style="list-style-type: none"> • an explanation of each of the Participant's issues and why the Participant does not believe the Project Agreement addresses the relevant issue; and • where relevant, the Participant's alternative proposal(s), explaining why the alternative proposal(s) might be acceptable to the Contracting Authority. 2. Any key issues that Participants may wish to raise in relation to the Shareholders' Agreement. 	<p>[***]</p>
<p>Legal Dialogue Meeting 2 on [***]</p>	<p>Issues arising from:</p> <ol style="list-style-type: none"> 1. the Participant's mark-up of/comments on the Project Agreement; 2. the Participant's mark-up of/comments on the Shareholders' Agreement; and 3. the additional documents submitted by the Participant. 	<p>Participants to deliver:</p> <ol style="list-style-type: none"> 1. A detailed mark-up (in both clean and PDF comparison format) of the sections of the Project Agreement flagged as the lead responsibility of legal in Schedule 3 to Part Four of the Initial Solution Template, together with a commentary in the form set out in Schedule 1 to Part Four of the Initial Solution Template. The detailed mark-up of the Project Agreement and commentary should include any issues arising from the legal, technical and/or insurance due diligence carried out by the Participant's senior funder(s) advisers, and: <ul style="list-style-type: none"> • an explanation of each of the amendments and why the Participant and/or the Participant's senior funder(s) advisers do not believe the Project Agreement addresses 	<p>[***]</p>

Dialogue Meeting	Outline of Agenda for Legal	Pre-Meet Deliverables for Legal	Pre-Meet Deliverables Due Date
		<p>the relevant issue; and</p> <ul style="list-style-type: none"> • where relevant, the Participant and/or the Participant's senior funder(s) advisers' alternative proposal(s), explaining why the alternative proposal(s) might be acceptable to the Contracting Authority. <p>2. A detailed mark-up (in both clean and PDF comparison format) of the Shareholders' Agreement, together with a commentary in the form set out in Schedule 1 to Part Four of the Initial Solution Template. The detailed mark-up of the Shareholders' Agreement and commentary should include any issues arising from the legal due diligence by the Participant's senior funder(s) adviser(s), and:</p> <ul style="list-style-type: none"> • an explanation of each of the amendments and why the Participant and/or the Participant's senior funder(s) advisers do not believe the Shareholders' Agreement addresses the relevant issue; and • where relevant, the Participant/senior funder(s) advisers' alternative proposal(s), explaining why the alternative proposal(s) might be acceptable to the Contracting Authority. <p>3. The following additional documentation:</p> <ul style="list-style-type: none"> • contractual matrix/diagram, showing clearly the relationships between the Participant and its supply chain including funders, sub-contractors and guarantors. The diagram should provide details of all collateral warranties, direct agreements and guarantees. 	

Dialogue Meeting	Outline of Agenda for Legal	Pre-Meet Deliverables for Legal	Pre-Meet Deliverables Due Date
		<p>Participants should also be prepared to provide a presentation on its contractual structure;</p> <ul style="list-style-type: none"> • heads of terms for each of the Contractor, Services Provider and any relevant Key Sub-Contractors, in the form set out in Schedule 2 to Part Four of the Initial Solution Template; and • key terms of parent company guarantees. 	
<p>Legal Dialogue Meeting 3 on [***]</p>	<p>Continue Dialogue on:</p> <ol style="list-style-type: none"> 1. outstanding issues in the Participant's mark-up of/comments on the Project Agreement; 2. outstanding issues in the Participant's mark-up of/comments on the Shareholders' Agreement; and 3. the additional documents submitted by the Participant. 	<p>Contracting Authority to issue:</p> <ol style="list-style-type: none"> 1. Participant Specific Project Agreement and response to commentary; and 2. Participant Specific Shareholders' Agreement and response to commentary. 	<p>[***]</p>

Dialogue Phase 2: ITCD Stage

Dialogue Meeting	Agenda for Legal	Pre-Meet Deliverables for Legal	Pre-Meet Deliverables Due Date
Legal Dialogue Meeting 4 on [***]	Continue Dialogue on: <ol style="list-style-type: none"> 1. outstanding issues on the Participant Specific Project Agreement (Version 2) and associated commentary; 2. outstanding issues on the Participant Specific Shareholders' Agreement (Version 2) and associated commentary; and 3. the additional documents submitted by the Participant as part of the Participant's Initial Solution. 	Contracting Authority to issue Participant Specific Project Agreement (Version 2) and Participant Specific Shareholders' Agreement (Version 2) within ITCD.	[***]
Legal Dialogue Meeting 5 on [***]	Continue Dialogue on: <ol style="list-style-type: none"> 1. outstanding issues on the Participant's mark-up of the Participant Specific Project Agreement (Version 2) and associated 	Participants to deliver: <ol style="list-style-type: none"> 1. A detailed mark-up (in both clean and PDF comparison format) of the sections of the Participant Specific Project Agreement (Version 2) flagged as the lead responsibility of legal in Schedule 3 to Part Four of the Initial Solution Template, together with an updated commentary in the form set out in Schedule 1 to Part Four of the Initial Solution Template. The detailed mark-up and commentary should include any issues arising from the 	[***]

Dialogue Meeting	Agenda for Legal	Pre-Meet Deliverables for Legal	Pre-Meet Deliverables Due Date
	<p>commentary;</p> <p>2. outstanding issues on the Participant's mark-up of the Participant Specific Shareholders' Agreement (Version 2) and associated commentary; and</p> <p>3. the additional documents submitted by the Participant at as part of the Participant's Initial Solution.</p>	<p>Participant's senior funder(s) advisers legal, technical and/or insurance due diligence and:</p> <ul style="list-style-type: none"> • an explanation of each of the amendments and why the Participant/senior funder(s) advisers do not believe the Project Agreement addresses the relevant issue; and • where relevant, the Participant/senior funder(s) advisers' alternative proposal(s), explaining why the alternative proposal(s) might be acceptable to the Contracting Authority. <p>2. A detailed mark-up (in both clean and PDF comparison format) of the Participant Specific Shareholders' Agreement (Version 2), together with an updated commentary in the form set out in Schedule 1 to Part Four of the Initial Solution Template. The detailed mark-up and commentary should include any issues arising from the Participant's senior funder(s) advisers' legal due diligence and:</p> <ul style="list-style-type: none"> • an explanation of each of the amendments and why the Participant/senior funder(s) advisers do not believe the Shareholders' Agreement addresses the relevant issue; and • where relevant, the Participant/senior funder(s) advisers' alternative proposal(s), explaining why the alternative proposal(s) might be acceptable to the Contracting Authority. <p>3. Draft sub-contracts for each of the Contractor, Services Provider and any relevant Key Sub-Contractors, including developed drafting demonstrating commercial risk allocation for all of the subject matters listed in the pro forma heads</p>	

Dialogue Meeting	Agenda for Legal	Pre-Meet Deliverables for Legal	Pre-Meet Deliverables Due Date
		of terms set out in Schedule 2 to Part Four of the Initial Solution Template, including any issues arising from the Participant's senior funder(s) advisers' due diligence.	
Legal Dialogue Meeting 6 on [***]	Continue Dialogue on: <ol style="list-style-type: none"> 1. outstanding issues on the Participant Specific Project Agreement (Version 3) and associated commentary; 2. outstanding issues on the Participant Specific Shareholders' Agreement (Version 3) and associated commentary; and 3. the draft sub-contracts. 	Contracting Authority to issue: <ol style="list-style-type: none"> 1. Participant Specific Project Agreement (Version 3) and response to commentary; and 2. Participant Specific Shareholders' Agreement (Version 3) and response to commentary. 	[***]

Dialogue Meeting	Agenda for Legal	Pre-Meet Deliverables for Legal	Pre-Meet Deliverables Due Date
Legal Bootcamp between [***] and [***]	<p>Conclude Dialogue on:</p> <ol style="list-style-type: none"> 1. outstanding issues on the mark-up of the Participant Specific Project Agreement (Version 3) and associated commentary submitted as part of the Participant's Detailed Solution; 2. outstanding issues on the mark-up of the Participant Specific Shareholders' Agreement (Version 3) and associated commentary submitted as part of the Participant's Detailed Solution; and 3. the additional documents submitted as part of the Participant's Detailed Solution. 		

1.6 Financial Meetings and Deliverables

- 1.6.1 The tables below contain an outline of the anticipated agenda items and pre-meeting deliverables for each round of financial dialogue. However, as noted above, the Contracting Authority reserves the right to adjust the format, requirements and/or agenda items to address any specific issues raised by Participants during the Dialogue Period. Further detail on the process for finalisation and circulation of detailed agendas is included at Section [***] of Part B of Volume One of the ITPD Document. **[Drafting Note to Contracting Authorities:** deliverables should be tailored on a project and sector specific basis. This may include the Participants' view on the funding market, products they are considering etc.]

[Drafting Note to Contracting Authorities: Legal and financial dialogue meetings may be combined into one session, with a split agenda. This Section deals with the financial requirements only.]

[Drafting Note to Contracting Authorities: complete tables with the relevant information.]

Dialogue Phase 1: ITPD Stage

Dialogue Meeting	Outline of Agenda for Financial	Pre-Meet Deliverables for Financial	Pre-Meet Deliverables Due Date
Financial Dialogue Meeting 1 on [***]	[***]	[***]	[***]
Financial Dialogue Meeting 2 on [***]	[***]	[***]	[***]
Financial Dialogue Meeting 3 on [***]	[***]	[***]	[***]

Dialogue Phase 2: ITCD Stage

Dialogue Meeting	Agenda for Legal	Pre-Meet Deliverables for Legal	Pre-Meet Deliverables Due Date
Financial Dialogue Meeting 4 on [***]	[***]	[***]	[***]

Dialogue Meeting	Agenda for Legal	Pre-Meet Deliverables for Legal	Pre-Meet Deliverables Due Date
Financial Dialogue Meeting 5 on [***]	[***]	[***]	[***]
Financial Dialogue Meeting 6 on [***]	[***]	[***]	[***]
Financial Bootcamp between [***] and [***]			

2. REQUIREMENTS FOR THE SUBMISSION OF INITIAL SOLUTIONS, DETAILED SOLUTIONS AND FINAL TENDERS

2.1 Introduction

This Section 2 of Part B sets out the requirements for submission of Initial Solutions, Detailed Solutions and Final Tenders. Each Initial Solution, Detailed Solution and Final Tender will consist of a technical submission, legal submission and financial submission. This Section 2 describes the requirements for each of these submissions as well as general submission requirements for Initial Solutions.

[Drafting Note to Contracting Authorities: it is recommended that Contracting Authorities seek specialist financial, technical and legal advice to develop the requirements for the submission of Initial Solutions, Detailed Solutions and Final Tenders.]

2.2 General submission requirements for Initial Solutions

2.2.1 These instructions are designed to ensure that all Participants are given equal and fair consideration in a transparent manner. It is important, therefore, that Participants provide all the information asked for in the format and order specified in the Initial Solution Template.

2.2.2 If a Participant does not comply with any of the requirements contained in this Part B or the Initial Solution Template, the Contracting Authority may (at its discretion) disqualify the Participant.

2.2.3 [As stated in Section [***] of Part A, each Participant is permitted to submit only ONE Initial Solution. No additional solutions will be permitted at the ITPD Stage or otherwise during the remainder of the Competitive Dialogue Procedure.] **[Drafting Note to Contracting Authorities:** customise if variants have been permitted.]

2.2.4 The Initial Solution presented by a Participant at the ITPD Stage cannot be fundamentally amended or replaced during the later stages of the Competitive Dialogue Process. Such Initial Solution may, however, be developed as part of the competitive dialogue procedure with the Contracting Authority.

2.2.5 It is the responsibility of each Participant to ensure that it has all the information it needs to prepare its Initial Solution.

2.2.6 The Initial Solution shall be in Welsh or English. Any material which has been translated into Welsh or English shall be certified by the translator as a **true and fair** translation.

2.2.7 Participants shall in their Initial Solutions provide the information required in the ITPD Document in a clear and concise manner and only material specifically required by the Initial Solution shall be included. General promotional or publicity material shall not be submitted as part of the Initial Solution.

2.2.8 All financial information or data forming part of the Initial Solution shall be submitted in, or converted to, pounds sterling GBP. Where any documents include financial data in a foreign currency, Participants must convert that data into a GBP equivalent using the relevant currency exchange rate published in the [Financial Times] on [insert date]. The conversion should be transparent and Participants should provide the underlying data in both the foreign currency and the converted equivalent.

[Drafting Note to Contracting Authorities: to be included, if required. If required, a list of the relevant currency exchange rates as at the date above should be inserted.]

2.2.9 The Initial Solution shall be completed by Participants under the headings given, using the Initial Solution Template, and shall follow the order and numbering contained in the Initial Solution Template. Participants shall comply with the requirements identified in the Initial Solution Template in respect of the permitted number of words. Should the permitted number of words be exceeded, once the permitted number of words is used, the remainder of the text will not be considered for evaluation purposes. The permitted number of words excludes headers, footers and illustrative diagrams. The font of the text to be used by Participants in the Initial Solution shall be Arial 12 pt.

2.2.10 [Initial Solutions should arrive not later than [time and date]. It is the responsibility of all Participants to ensure that their Initial Solution is delivered not later than the appointed time. All Initial Solutions must be submitted through the [***]. The system will not accept Initial Solutions submitted after this time. The Contracting Authority may not consider Initial Solutions received after the closing date and time.] **[Drafting Note to Contracting Authorities:** describe details of required electronic format. Section to be aligned and customised with any stated requirements in respect of Bravo/any approved alternative.]

2.3 **Technical Submission Requirements for Initial Solutions, Detailed Solutions and Final Tenders**

[Drafting Note to Contracting Authorities: The types of issues which should be considered by Contracting Authorities when developing technical submission requirements include the requirements for design, BIM and community benefits. Technical submission requirements must be developed to match the technical requirements for the Project and must also match the corresponding technical evaluation criteria.]

2.4 **Legal Submission Requirements for Initial Solutions, Detailed Solutions and Final Tenders**

2.4.1 **Introduction**

Participants will be required to submit detailed comments and mark-ups on the Project Agreement and Shareholders' Agreement at various stages throughout the Dialogue Period (together with drafts of various ancillary project documents). Participants will be responsible for ensuring that funders and sub-contractors carry out due diligence on the Project Agreement and Ancillary Documents as early as possible in the Dialogue Period and that any material issues that impact on price or risk are raised prior to submission of Initial Solutions and down-selection. Whilst it is recognised preferred funders may not have been appointed by this stage, Participants will be expected to arrange legal, technical and insurance diligence on behalf of senior funder(s) and to manage the senior funder(s) appointment in light of this requirement. Following selection of the Successful Participant the Contracting Authority will not consider: any amendment to the Project Agreement which has the effect of either (a) materially modifying essential aspects of the tender or of the public procurement, including the needs and requirements set out in the Contract Notice or in the Descriptive Document; or (b) which risks distorting competition or causing discrimination.

2.4.2 **Legal Submission Requirements for Initial Solutions**

2.4.2.1 Following Dialogue Meeting 3, Participants are required to submit the documentation set out in Section 2.4.2.2 below. This documentation shall form the legal submission in a Participant's Initial Solution.

2.4.2.2 Participants shall provide:

- (a) a detailed mark-up (in both clean and PDF comparison format) of the Participant Specific Project Agreement flagged as the lead responsibility of Legal in Schedule 3 to Part Four of the Initial Solution Template, together with a commentary in the form set out in Schedule 1 to Part Four of the Initial Solution Template. This detailed mark-up and commentary should include any issues arising from the legal, technical and/or insurance due diligence carried out by the Participant's senior funder(s) advisers, and:
- an explanation of each of the amendments and why the Participant and/or the Participant's senior funder(s) advisers do not believe the Participant Specific Project Agreement addresses the relevant issue; and
 - where relevant, the Participant's and/or the Participant's senior funder(s) advisers' alternative proposal(s), explaining why the alternative proposal(s) might be acceptable to the Contracting Authority.
- (b) a detailed mark-up (in both clean and PDF comparison format) of the Participant Specific Shareholders' Agreement, together with a commentary in the form set out in Schedule 1 to Part Four of the Initial Solution Template. This detailed mark-up and commentary should include any issues arising from the legal due diligence carried out by the Participant's senior funder(s) advisers, and:
- an explanation of each of the amendments and why the Participant and/or the Participant's senior funder(s) advisers do not believe the Participant Specific Shareholders' Agreement addresses the relevant issue; and
 - where relevant, the Participant and/or the Participant's senior funder(s) advisers' alternative proposal(s), explaining why the alternative proposal(s) might be acceptable to the Contracting Authority.
- (c) contractual matrix/diagram, showing clearly the relationships between the Participant and its supply chain including funders and sub-contractors. The diagram should provide details of all collateral warranties, direct agreements and any applicable guarantees which will be granted to the Contracting Authority;
- (d) fully developed, signed heads of terms for each of the Contractor, Services Provider and any relevant Key Sub-Contractors, in the form set out in Schedule 2 to Part Four of the Initial Solution Template, including any issues arising from the Participant's senior funder(s) advisers' due diligence; and

- (e) final version of proposed parent company guarantees including any issues arising from the Participant's senior funder(s) advisers' due diligence.

2.4.2.3 Participants should note that a "**Participant Specific Project Agreement**" and "**Participant Specific Shareholders' Agreement**" shall be issued to each Participant by the Contracting Authority in advance of Dialogue Meeting 3. The Participant Specific Project Agreement and Participant Specific Shareholders' Agreement shall incorporate any amendments included in the Participant's mark-up of the Project Agreement or Shareholders' Agreement that have been agreed between the Contracting Authority and the relevant Participant during the Dialogue Period.

2.4.2.4 Participants are not be permitted to include in their mark-up of the Participant Specific Project Agreement (referred to in Section 2.4.2.2(a) above) and/or the Participant Specific Shareholders' Agreement (referred to in Section 2.4.2.2(b) above):

- (a) amendments, caveats and/or qualifications which have not previously been raised with the Contracting Authority and/or its advisers during the Dialogue Period (other than drafting that is necessarily consequential on, or necessary to implement, amendments which have been so raised); or
- (b) amendments, caveats and/or qualifications which have been raised with the Contracting Authority during the Dialogue Period but rejected by the Welsh Government,

such amendments being defined as "**Prohibited Amendments**".

2.4.2.5 The Contracting Authority shall be entitled to reject in its absolute discretion any Prohibited Amendments included within the documentation to be submitted pursuant to Sections 2.4.2.2(a) and/or 2.4.2.2(b), which form part of a Participant's legal submission for the Initial Solution.

2.4.3 Legal Submission Requirements for Detailed Solutions

2.4.3.1 Following Dialogue Meeting 6, Participants are required to submit the documentation set out in Sections 2.4.3.2 below. This documentation shall form the legal submission in a Participant's Detailed Solution.

2.4.3.2 Participants shall provide:

- (a) a detailed mark-up (in both clean and PDF comparison format) of the Participant Specific Project Agreement (Version 3) flagged as the lead responsibility of Legal in Schedule 3 to Part Four of the ITPD Document, together with an updated commentary in the form set out in Schedule 1 to Part Four of the Initial Solution Template. The detailed mark-up and commentary should include any issues arising from the Participant's senior funder(s) advisers' legal, technical and/or insurance due diligence and:

- an explanation of each of the amendments and why the Participant and/or the Participant's senior funder(s) advisers do

not believe the Project Agreement addresses the relevant issue; and

- where relevant, the Participant and/or the Participant's senior funder(s) adviser's alternative proposal(s), explaining why the alternative proposal(s) might be acceptable to the Contracting Authority.
- (b) a detailed mark-up (in both clean and PDF comparison format) of the sections of the Participant Specific Shareholders' Agreement (Version 3), together with an updated commentary in the form set out in Schedule 1 to Part Four of the Initial Solution Template. The detailed mark-up and commentary should include any issues arising from the Participant's senior funder(s) advisers' legal due diligence and:
- an explanation of each of the amendments and why the Participant and/or the Participant's senior funder(s) advisers do not believe the Participant Specific Shareholders' Agreement (Version 3) addresses the relevant issue; and
 - where relevant, the Participant and/or the Participant's senior funder(s) adviser' alternative proposal(s), explaining why the alternative proposal(s) might be acceptable to the Contracting Authority;
- (c) contractual matrix/diagram, showing clearly the relationships between the Participant and its supply chain including funders and sub-contractors. The diagram should provide details of all collateral warranties, direct agreements and any applicable guarantees which will be granted to the Contracting Authority;
- (d) fully developed sub-contracts for each of the Contractor, Services Provider and any relevant Key-Subcontractors, including developed drafting demonstrating commercial risk allocation for all of the subject matters listed in the pro forma heads of terms set out in Schedule 2 to Part Four of the Initial Solution Template and including any issues arising from the Participant's senior funder(s) advisers' due diligence; and
- (e) final version of proposed parent company guarantees, including any issues arising from the Participant's senior funder(s) advisers' due diligence.

2.4.3.3 Participants should note that a Participant Specific Project Agreement (Version 3) and Participant Specific Shareholders' Agreement (Version 3) shall be issued to each Participant by the Contracting Authority in advance of Dialogue Meeting 6.

2.4.3.4 Participants are not permitted to include in their mark-up of the Participant Specific Project Agreement (Version 3) (referred to in Section 2.4.3.2(a) above) and/or the Participant Specific Shareholders' Agreement (Version 3) (referred to in Section 2.4.3.2(b) above):

- (a) amendments, caveats and/or qualifications which have not previously been raised with the Contracting Authority and/or its advisers during the Dialogue Period (other than drafting that is necessarily consequential on, or necessary to implement, amendments which have been so raised); or
- (b) amendments, caveats and/or qualifications which have been raised with the Contracting Authority during the Dialogue Period but rejected by the Welsh Government,

such amendments being defined as "**Prohibited Amendments**".

2.4.3.5 The Contracting Authority shall be entitled to reject in its absolute discretion any Prohibited Amendments included within the documentation submitted pursuant to Sections 2.4.3.2(a) and/or 2.4.3.2(b) above, which forms part of a Participant's legal submission for the Detailed Solution.

2.4.4 Legal Submission Requirements for Final Tenders

2.4.4.1 Participants should note that a Project Agreement specific to each Participant ("**Final Tender Participant Specific Project Agreement**") shall be issued to each Participant by the Contracting Authority in the ITSFT Document.

2.4.4.2 The Final Tender Participant Specific Project Agreement shall be based upon:

- (a) the Project Agreement submitted by each Participant as part of its Detailed Solution; and
- (b) any agreed issues resolved in Bootcamp,

Participants shall be required to submit their Final Tenders on the basis of the terms of their Final Tender Participant Specific Project Agreement, without further amendment.

2.4.4.3 Any amendment to the Final Tender Participant Specific Project Agreement may result in a Participant's entire Final Tender being rejected by the Contracting Authority without further evaluation.

2.4.4.4 Participants should note that a Shareholders' Agreement specific to each Participant ("**Final Tender Participant Specific SHA**") shall be issued to each Participant by the Authority in the ITSFT Document.

2.4.4.5 The Final Tender Participant Specific SHA shall be based upon:

- (a) the Shareholders' Agreement submitted by each Participant as part of its Detailed Solution; and
- (b) any agreed issues resolved in Bootcamp,

Participants shall be required to submit their Final Tenders on the basis of the terms of the Final Tender Participant Specific SHA, without further amendment.

- 2.4.4.6 Any amendment to the Final Tender Participant Specific SHA may result in a Participant's entire Final Tender being rejected by the Contracting Authority without further evaluation.
- 2.4.4.7 The following documentation shall be also required to be submitted by Participants as part of their Final Tender:
- (a) contractual matrix/diagram, showing clearly the relationships between the Participant and its supply chain including funders and sub-contractors. The diagram should provide details of all collateral warranties, direct agreements and any applicable guarantees which will be granted to the Contracting Authority;
 - (b) fully developed sub-contracts for each of the Contractor, Services Provider and any relevant Key Sub-Contractors, including developed drafting demonstrating commercial risk allocation for all of the subject matters listed in the pro forma heads of terms set out in Schedule 2 to Part Four of the Initial Solution Template including any issues arising from the Participant's senior funder(s) advisers' due diligence; and
 - (c) final version of proposed parent company guarantees, including any issues arising from the Participant's senior funder(s) advisers' due diligence.
- 2.4.4.8 The documentation referred to above in Section 2.4.4.7 above, shall be based upon the documentation referred to in Section [***] which was submitted by respective Participants as part of the Detailed Solution, as further developed by the Participant taking into account feedback from the Contracting Authority during the Dialogue Period.

2.5 Overview of Financial Submission Requirements for Initial Solutions, Detailed Solutions and Final Tenders

[Drafting Note to Contracting Authorities: the following approach assumes down-selection at Initial Solution stage and that Senior Debt pricing will be equalised across all Participants via the issuance of an "Authority Term Sheet". Contracting Authorities should tailor submission requirements on a project and sector specific basis.]

2.4.5 Financial Requirements for Initial Solutions

2.4.5.1 Following Dialogue Meeting 3, Participants are required to submit the documentation set out in Section 2.4.5.2 below. This documentation shall form the financial submission in a Participant's Initial Solution.

2.4.5.2 Participants shall be required to provide:

1.	Deliverability and adequacy of funding arrangements	Submission cross-reference	Financial Model cross-reference
1.1	[Contracting Structure]		
	<p>Submission Requirements [Drafting Note to Contracting Authorities: this may form part of the legal or financial submission requirements. Ensure drafting is aligned.]</p> <p>Participants must provide the following:</p> <ol style="list-style-type: none"> 1. In respect of the member companies of the proposed contracting structure a chart showing the structure of Project Co and in particular the shareholdings, loan structures and contractual relationships between Project Co members and Project Co. 2. A detailed financing plan setting out details of how the Project and any ongoing capital and working capital requirement will be funded, including: <ol style="list-style-type: none"> a) each source of finance, including, but not limited to, junior debt, Senior Debt (including without limitation any stand-by facilities) and internally generated funds; b) details of support to be provided, specifically: <ol style="list-style-type: none"> i. Participants are required to specify the means by which the Contracting Authority will be protected through parent company guarantees/contractor security packages against a financial or other failure of the principal [Contractor and Service Provider]. The Contracting Authority requires evidence, in the form of a confirmatory letter from a relevant financial entity with a minimum credit rating of A- or equivalent, of 		

1.	Deliverability and adequacy of funding arrangements	Submission cross-reference	Financial Model cross-reference
	<p>Participants' ability to deliver the security package outlined in the Authority Term Sheet. The letter should also confirm the pricing of the letters of credit and Participants should explicitly confirm that this pricing has been included in the Financial Model;</p> <ul style="list-style-type: none"> ii. if applicable, Participants are required to provide information on the extent to which equity financing commitments will be underwritten by parent company guarantees; and iii. Participants are required to provide proposals for meeting additional funding requirements arising. In particular Participants should outline how financing arrangements could accommodate any delays in construction and cost overruns. 		
1.2	Senior Debt		
	<p>It is important to the Contracting Authority that Participants' proposals are robust and sufficiently developed and considered to be financeable in the current market.</p> <p>[Whilst the Contracting Authority requires Participants not to enter into exclusive arrangements with senior funders at this stage, Participants are encouraged to have discussions with senior funders around their likely requirements in relation to funding this Project. [Drafting Note to Contracting Authorities: to be used/removed as appropriate.]</p>		
	<p>Submission Requirements:</p> <ul style="list-style-type: none"> a) Letters of support from the Participant's financial and legal advisers confirming the basis upon which they believe that the proposed commercial structure, including subcontractor risk pass down and security package and the Project Agreement and Shareholders' Agreement ought to be capable of forming a basis upon which finance could reasonably be expected to be raised in the current funding market. b) Letters of support from funders – note that these will only receive credit in the evaluation where they demonstrate clear involvement in the development of and support for the Initial Solution. c) [Whilst the Authority Term Sheet is based on a 		

1.	Deliverability and adequacy of funding arrangements	Submission cross-reference	Financial Model cross-reference
	<p>bank debt solution, Participants are required to indicate the impact on costs if a capital markets based solution is pursued. This should include any impact on underlying Contractor and Service Provider input costs as well as security package requirements, gearing, cover ratios and bid development costs.] [Drafting Note to Contracting Authorities: To be removed where the Contracting Authority chooses to issue term sheets covering bank and bond financing options.]</p> <p>d) Participants' views on the funding market (covering bank debt, capital markets based solutions and any other form of finance that the Participant deems appropriate and deliverable) as noted above at Paragraph 1.1.</p> <p>e) Participants must confirm in writing that they accept the principle of benchmarking all hedging instruments at or prior to Financial Close and note that the Contracting Authority reserves the right to compete hedging instruments at or prior to Financial Close. Participants must confirm that they will provide the Contracting Authority with sufficient information to allow benchmarking at or prior to Financial Close.</p>		
1.3	Equity and Junior Debt		
	<p>Submission Requirements</p> <p>Each Participant must provide the following details about any junior debt provider:</p> <p>a) identity of each investor;</p> <p>b) amounts subscribed by each investor and timing of investment;</p> <p>c) terms and conditions of subscription;</p> <p>d) terms of any other agreements between the investors;</p> <p>e) details of any conditions precedent attaching to the availability of the funds;</p> <p>f) letters of support from investors confirming their review and acceptance of the Project Agreement (including the payment mechanism) and Shareholders' Agreement, the Financial Model and the proposed risk allocation. The statement of support should, where possible, include any Credit Committee approvals/minutes of Board meetings approving the investment and details of</p>		

1.	Deliverability and adequacy of funding arrangements	Submission cross-reference	Financial Model cross-reference
	<p>the internal procedures to be followed by investors in order to commit the facilities required at Financial Close; and</p> <p>g) information on the extent to which investors' financing commitments will be underwritten by parent company guarantees, letters of credit or similar.</p>		
2.	Robustness of Financial/Commercial Structure	Submission cross-reference	Financial Model cross-reference
2.1	Proforma and cost reconciliation		
	<p>Submission Requirements</p> <p>Participants are required to complete the following financial proformae:</p> <p>[Drafting Note to Contracting Authorities: To be developed at project level.]</p>		
2.2	Accounting and taxation		
	<p>Accounting and taxation assumptions are at Participants' risk. Participants are required to satisfy themselves generally as to their own tax position, including any issues surrounding the application of IFRS. The Contracting Authority will not increase the Annual Service Payment as a result of any accounting or taxation errors, omissions or revisions between the appointment of the Successful Participant and Financial Close.</p>		
	<p>Submission Requirements</p> <p>a) Initial Solutions should include a statement that the Participant is taking the risk that the modelled accounting and taxation policies and assumptions are deliverable.</p> <p>b) Participants should confirm that they are happy to work with the Contracting Authority to ensure that the Financial Model has been optimised from a tax and accounting perspective.</p> <p>c) Participants must confirm that all assumptions in respect of taxation and accounting are clearly set out in the Financial Model and accompanying Databook.</p> <p>d) The application of transfer pricing legislation and BEPS legislation in the UK can have implications</p>		

1.	Deliverability and adequacy of funding arrangements	Submission cross-reference	Financial Model cross-reference
	for MIM projects, particularly around the tax treatment of related party debt and corporate debt interest charges. Participants should identify the implications of this aspect of corporation tax on their proposals and confirm that any such implications have been taken into account in the Annual Service Payment.		
	<p>e) If VAT is included within working capital, (due to timing impacts) or within costs (where VAT is not recoverable) the VAT component of each of these should be quantified and explained separately in the Financial Model databook.</p> <p>f) Participants are expected to follow IFRS as applicable accounting standards. Participants should clearly state the accounting assumptions that have been made and the rationale for these. Participants should include a letter from their financial advisers confirming that the accounting assumptions in the Financial Model are reasonable. This letter should set out the basis for the treatments adopted.</p> <p>g) Participants must also submit an opinion from their tax advisors that the proposed tax treatment is likely to attract the allowances assumed and that the treatment of tax losses is likely to be permissible. This opinion should set out the basis for the treatments adopted, and identify any risks associated with it. If Participants seek clearance from HMRC, Participants must attach the appropriate correspondence to their submission. If no such clearance is being sought, this should be stated.</p>		
2.3	Robustness of Financial Model		
	Submission Requirements		
a)	<p>Financial Model Sensitivities</p> <p>The Financial Model must be capable of running sensitivities in all key areas usually required by funders/ratings agencies. Detailed instructions on how to perform the sensitivities must be included in the Databook/User Guide. Sensitivities shall consider the impact over the entire Project Term (as defined in the Project Agreement). As a minimum, the Financial Model shall be capable of running the following sensitivities:</p>		

1.	Deliverability and adequacy of funding arrangements	Submission cross-reference	Financial Model cross-reference
	<ul style="list-style-type: none"> i. interest rate changes; ii. inflation/indexation changes; iii. corporation Tax and VAT changes; iv. Works Construction Cost variations; v. Life Cycle Cost Variations; vi. Service Provider Cost variations; vii. delays in achieving Financial Close; viii. construction delays; and ix. revenue Deductions. 		
b)	<p>Interest Rate, Inflation Rate and key input cost changes</p> <p>Participants are requested to provide the results of the following post-Financial Close sensitivities:</p> <ul style="list-style-type: none"> i. inflation rate throughout the Project of [Drafting Note to Contracting Authorities: To be developed on a project basis] <p>In addition, Participants are requested to provide the results of the following pre-Financial Close sensitivities:</p> <ul style="list-style-type: none"> ii. Interest rate changes pre Financial Close of +/- 10 basis points; iii. Construction Cost changes of +/- 10%; iv. Service Provider cost changes of +/- 15%; and v. Lifecycle cost changes of +/- 20%. 		
c)	<p>Confirmations</p> <p>In addition, Participants' financial advisors shall confirm that they have run all sensitivities which they would have expected to perform to satisfy a senior funder and that they are satisfied that the outcome of the sensitivities undertaken would meet with senior funder acceptance. The results of the sensitivities will be assessed in evaluating the robustness of the proposed funding.</p>		

1.	Deliverability and adequacy of funding arrangements	Submission cross-reference	Financial Model cross-reference
3.	Financial Model	Submission cross-reference	Financial Model cross-reference
Financial Models should only be submitted electronically. Hard/paper copies are not required.			
3.1	Proposed Financial Model		
	<p>Submission Requirements</p> <p>Participants are required to provide financial projections for the full duration of the Project Term (as such term is defined in the Project Agreement) in the form of a proposed Financial Model. Participants should provide in the Financial Model detailed financial projections, in electronic form (Microsoft Excel 2007 or above and licensed to a UK entity). The Financial Model must allow the Contracting Authority to fully understand the build-up of the costs.</p> <p>Specifically the following is required:</p> <ul style="list-style-type: none"> a) an electronic version of the Financial Model must be submitted free of error (including circular references and cell errors). The model should be capable of being calculated, optimised and re-optimised without the use of complex macros. This is to ensure both transparency and functionality to solve to the same outputs for the same inputs; b) the Financial Model should be transparent in all respects. All output data should be traceable with relative ease and all data must be visible on the face of spreadsheets within the Financial Model. It should not contain any protected macros; c) all model functions, formulae and linkages should be operational and no part of the Financial Model should be password protected; d) financial projections shall be presented for each year of the Project Term (as such term is defined in the Project Agreement). The proposed Financial Model should meet the expected requirements of senior funders, including periodicity and calculation of ratios, and shall be capable of being used to run sensitivities in the key areas of risk that senior funders are likely to 		

1.	Deliverability and adequacy of funding arrangements	Submission cross-reference	Financial Model cross-reference
	<p>focus on, including break-even sensitivities;</p> <p>e) all costs and benefits in the Financial Model should be provided in thousands of Pounds Sterling (£'000);</p> <p>f) details should be provided as to the proportion of the Annual Service Payment subject to indexation in each Contract Year and the basis of this proportion;</p> <p>g) Participants should assume that indexation takes place in line with fiscal years ending on 31 March each year;</p> <p>h) all revenues and costs in the Financial Statements in the Financial Model should be shown in nominal terms;</p> <p>i) the Annual Service Payment should be expressed in real and nominal terms;</p> <p>j) the date of Financial Close should be assumed to be [***]. Participants' attention is drawn to the requirement for Submissions to remain valid for a period of not less than 180 days from this date;</p> <p>k) expiry of the concession should be assumed to occur [***] years post the [Phase] Actual Completion;</p> <p>l) the Net Present Value ("NPV") base date and Price base date should be [***];</p> <p>m) the discount rate to be used in calculating the NPV of the cost to the Contracting Authority of the annual availability payments is 6.0875%;</p> <p>n) Corporation tax rate should be assumed as follows: [Drafting Note to Contracting Authorities: to follow tax rates enacted at the time of the procurement.]</p> <p>o) the annual RPI rate should be assumed as 2.5%; [Drafting Note to Contracting Authorities: Contracting Authorities should consider and seek advice on the appropriateness of other indices.]</p> <p>p) all cashflows should be assumed to arise at the end of each semi-annual period for the purposes of NPV calculations;</p> <p>q) the Financial Model should present data on a monthly basis during the construction phase and semi-annually thereafter for periods ending 31st March and 30th September. In addition, financial statements comprising balance sheet, P&L and</p>		

1.	Deliverability and adequacy of funding arrangements	Submission cross-reference	Financial Model cross-reference
	<p>cashflow should also be shown on an annual basis with the years ending on 31st March;</p> <p>r) all initial capital costs should be included in the Financial Model at cash out-turn prices (i.e. including expected cost inflation); the Contracting Authority assumes that VAT will be payable on the Annual Service Payment;</p> <p>s) the Contracting Authority assumes that the Participant can recover VAT on its cost inputs and that the costs included within the Financial Model should be shown net of VAT. If the timing effect of the VAT process is significant then it should be included within the Working Capital Changes line of the Financial Model. If the Participant does not expect to be able to recover some or all of the VAT involved then these specific costs should be shown inclusive of VAT in the Financial Model; and</p> <p>t) all assumptions in respect of accounting and taxation should be clearly set out in the Financial Model databook and cross referenced to the Model.</p>		
3.2	Information and Outputs		
	<p>Submission Requirements</p> <p>The Financial Model should provide the following information and outputs:</p> <p>a) summary of key outputs including sources and uses of funds statement, key ratios and IRRs and graphs of cover ratios, funding repayment profiles, cash balances and returns to investors;</p> <p>b) detailed assumptions;</p> <p>c) detailed ratio and IRR calculations;</p> <p>d) profit and loss account;</p> <p>e) balance sheet;</p> <p>f) cashflow statement;</p> <p>g) cash cascade in order of anticipated seniority;</p> <p>h) Annual Service Payment outputs (including and excluding VAT) and any phasing of Annual Service Payment;</p> <p>i) detailed analysis of borrowing and loans;</p> <p>j) financing summary and details of financing</p>		

1.	Deliverability and adequacy of funding arrangements	Submission cross-reference	Financial Model cross-reference
	terms; k) sensitivities; l) detailed breakdown of construction and operations phase cost headings; and m) taxation computation.		
3.3	Financial Model Databook/User Guide		
	<p>Submission Requirements</p> <p>The Financial Model databook should contain as a minimum:</p> <ul style="list-style-type: none"> a) details of the mechanisms contained within the Financial Model and an explanation of how key tasks in the Financial Model are carried out; b) a statement of the general accounting policies applied to the Financial Model and their compliance with generally accepted practice; c) a detailed statement of the assumptions used in relation to tax; d) all other assumptions implicit within the construction and use of the Financial Model, including explicit confirmation that the requirements of this ITPD Document have been incorporated; and e) Participants should provide a User Guide on how to run and optimise their Financial Model (this includes stating any 'add-ins' and options that must be activated prior to use of the model). 		
3.4	Working Capital		
	<p>Participants should note that payment terms will be in line with the draft Project Agreement and specifically Schedule 14 (Payment Mechanism).</p>		
	<p>Submission Requirements</p> <p>Participants should clearly identify their assumptions with regard to working capital requirements for all their debtors and creditors.</p>		

2.4.6 FINANCIAL SUBMISSION REQUIREMENTS FOR DETAILED SOLUTIONS AND FINAL TENDERS

Following Dialogue Meeting 6, Participants are required to submit the documentation set out below. This documentation shall form the Participant's Detailed Solution.

Participants shall be required to provide:

[**] **[Drafting Note to Contracting Authorities:** complete with the relevant information. The requirements for Detailed Solutions and Final Tenders will be the same.]

Deliverability and Adequacy of Funding Arrangements		
1.1	[Contracting Structure]	Financial Model cross-reference
(a)	<p>A detailed financing plan setting out details of how the project and any ongoing capital and working capital requirement shall be funded, including:</p> <ul style="list-style-type: none"> i) each source of finance, including, but not limited to, junior debt, Senior Debt (including without limitation any stand-by facilities) and internally generated funds; (ii) details of support to be provided, specifically: <ul style="list-style-type: none"> ▪ Participants are required to specify the means by which Contracting Authority shall be protected through parent company guarantees /contractor security packages against a financial or other failure of the Principal Contractor and [Service Provider. The Contracting Authority requires evidence, in the form of a confirmatory letter from a relevant financial entity with a minimum credit rating of A- or equivalent, of Participants' ability to deliver the required security package. The letter shall also confirm the pricing of any Letters of credit/performance bonds and Participants shall explicitly confirm that this pricing has been included in the Final Tender submission Financial Model. In addition, if the Participant's preferred funding solution is based on commercial bank funding, the security package referred to above shall agree to that required in the supporting Senior Debt termsheet. Alternatively, if the Participants' preferred funding solution is based on capital markets funding, the security package referred to above shall agree to that stated in the supporting RES letter from the rating agency ▪ If applicable, Participants are required to provide information on the extent to which junior debt financing commitments shall be underwritten by parent company guarantees or letters of credit; and ▪ Participants are required to provide proposals for meeting additional funding requirements arising. In particular Participants shall outline how financing arrangements could accommodate any delays in construction and cost overruns if required. 	

1.2	Senior Debt	Financial Model cross-reference
Termsheet Submission Requirements in relation to each Loan Facility or other Debt Instrument:		
a)	Identity of senior lenders that have given commitments and amounts to be provided/committed by each funder;	
b)	Type and purpose of facility and terms and conditions attaching to the facility;	
c)	Availability period, capital repayment moratorium, drawdown schedule, repayment schedule and final maturity date;	
d)	Interest rates (whether fixed or floating) specifying base rate, margins and all other relevant details and treatment of interest during construction (i.e. capitalised or not);	
e)	Arrangement/Commitment/all other fees;	
f)	Average life of debt (including the basis of calculation thereof);	
g)	Conditions precedent to drawdowns;	
h)	All required financial covenants, including details of all financial cover ratios and the various default, cash-trap/sweep, and other relevant levels giving rise to any rights on the part of the funders;	
i)	Events of default;	
j)	Indemnities, representations and warranties;	
k)	Security required (including any guarantees) and any reserve accounts;	
l)	Detailed contractor security package requirements;	
m)	Any other information that would be relevant to specific forms of debt finance;	
n)	A description of how the funding arrangements could accommodate any delays in construction or cost overruns;	
o)	Details are to be provided on the project rating process and how this will be managed to Financial Close (including a timetable for doing so). Any security package amendments or structural amendments required to deliver the final rating at the same level as the indicative rating are considered to be a Participant risk. Where two ratings are required, it will be the Participants' risk to ensure that both final ratings match the indicative rating;	
p)	An indicative rating assessment for the Project shall be provided, and a copy of the RES report received from the rating agency in support of the Participant's submission	

	shall be included within the Final Tender submission											
q)	<p>Where the Participant is proposing a financing solution which requires the use of Guaranteed Investment Contracts ("GICs"), the Participant shall adopt a pricing assumption of [x] basis points (tbc%) in its Final Tender submission.</p> <p>The placement of any such GIC by the Successful Participant shall be subject to an open and transparent competitive process which shall be agreed between the Contracting Authority and the Successful Participant prior to any such placement. The Participant's proposals in this regard shall be set out in its Final Tender submission.</p> <p>The drawdown of funds from any such GIC account, where utilised, should be assumed to be on a pari passu basis with any multilateral debt assumed to be included within the funding structure.</p>											
r)	<p>Where the Participant is proposing a 'Public Offering Capital Markets' funding solution, the investor spread pricing grid in the table below shall be used to price the Participant's submission. The relevant credit rating to be assumed in determining the appropriate pricing for the Participant's submission shall be that resulting from the indicative rating assessment referred to above:</p>											
	<table border="1"> <thead> <tr> <th>Credit Rating</th> <th>Spread (bps)</th> </tr> </thead> <tbody> <tr> <td>A / A2</td> <td>[TBC]</td> </tr> <tr> <td>A- / A3</td> <td></td> </tr> <tr> <td>BBB+ / Baa1</td> <td></td> </tr> <tr> <td>BBB / Baa2</td> <td></td> </tr> </tbody> </table> <p>Where the Participant believes market pricing to be higher at their targeted credit rating than that set out above, they shall adopt the higher pricing.</p>	Credit Rating	Spread (bps)	A / A2	[TBC]	A- / A3		BBB+ / Baa1		BBB / Baa2		
Credit Rating	Spread (bps)											
A / A2	[TBC]											
A- / A3												
BBB+ / Baa1												
BBB / Baa2												
s)	<p>Where the Participant is proposing a 'Private Placement' bond solution, the Participant shall propose their own investor spread pricing, confirm the period for which the pricing is committed and include confirmation of the proposed quantum of investment and the mechanism by which the price will be benchmarked upon expiry of the validity period (in line with the requirements for letters of support below);</p>											
t)	<p>Where required for their funding solution, Participants should obtain a LIBOR Swap price from their funders, based on the Participant's own drawdown and repayment profiles and derived from the GBP swap curve data provided at [Drafting Note to Contracting Authorities: to be inserted]. In calculating the appropriate swap price</p>											

	<p>the following assumptions should be used:</p> <ul style="list-style-type: none"> • it should be derived by calculating the mid-point of the relevant Ask and Bid points provided; • any execution / credit margin is to be separately stated and not included in the underlying pricing (to allow benchmarking); • adopt an actual/365 day count convention; • adopt the modified following business day convention (London business days); • provide a blended swap reflecting monthly drawdowns (from 1 month LIBOR rates) and semi-annual repayments (from 6 month LIBOR rates); and • assume the swap execution is on the date that the price is being quoted i.e. zero forward pricing and the debt drawdown and repayment profiles flow accordingly. <p>This approach neutralises the forward element in the pricing of any underlying Senior Debt rates. The Contracting Authority has appointed benchmarking advisors to review the underlying rates as part of the Final Tender evaluation.</p>	
u)	<p>For the purposes of capital markets based Final Tender submissions, Participants are required to pick the gilt that most closely matches their funding profile (calculated in accordance with the modified duration convention), from the benchmark gilts provided in [Drafting Note to Contracting Authorities: to be inserted]. When selecting the gilt which most closely matches their funding profile, no adjustment should be made to the duration calculation to reflect the assumed close date of [Drafting Note to Contracting Authorities: to be inserted]. This approach neutralises the forward element in the pricing of any underlying Senior Debt rates. The Contracting Authority has appointed benchmarking advisors to review the underlying rates as part of the Final Tender evaluation.</p>	

	<p>Participants shall note the requirement for the Financial Model submitted with their Final Tender submission to clearly demonstrate their duration calculation (based on the modified duration convention), which shall link through to the reference gilt rate adopted in the Final Tender. Participants shall note that the same calculation methodology for identifying the relevant reference gilt will be applied and benchmarked at Financial Close. If there are any aspects of the gilt selection that are dependent on judgemental factors, such as an assessment of market liquidity for a particular benchmark gilt, this shall be clearly stated and defined and Participants shall note that they will be held to adopting the same approach at Financial Close.</p> <p>Participants shall also note that the letter of support from their BLM shall explicitly refer to the approach taken to the identification of the reference gilt selected in support of the Final Tender submission and shall state that the BLM is satisfied with this approach and the reference gilt used.</p>	
v)	<p>The Participant shall clearly outline its proposed hedging strategy with any hedging arrangements required to support the Project clearly detailed. This shall include an outline of how the Participant shall address the risk of future movements on interest rates, including a full description of its interest rate hedging strategy; the time period over which hedges are expected to be in place; details of any financial instruments that will be used to provide protection against interest rate movements, the cost of such protection and proposals for competing the provision of such instruments; and confirmation that the Participant shall bear all interest rate risk in respect of its borrowings once Financial Close is achieved; and</p>	
w)	<p>Participants shall confirm in writing that they accept the principle of benchmarking all hedging instruments at or prior to Financial Close and note that the Contracting Authority reserves the right to compete hedging instruments at or prior to Financial Close. Participants shall confirm that they shall provide the Contracting Authority with sufficient information to allow benchmarking at or prior to Financial Close.</p>	
Submission Requirements for Letters of Support		
a)	<p>The Contracting Authority requires Participants to demonstrate the level of funder commitment in Final Tender submissions by providing funder support letters which confirm the following:</p>	
b)	<p>that the funder due diligence exercise has been completed sufficiently to enable approval of the provision</p>	

	of funding to the Participant in support of its Final Tender submission (which the Participant shall have confirmed complies with the requirements of the ITSFT);	
c)	that the technical aspects of the Project have been reviewed and that the funder and its technical advisers are satisfied with the technical approach;	
d)	that the insurance proposals contained in the Submission have been reviewed and that the funder and its insurance advisers are satisfied with the insurance approach;	
e)	that the funder has reviewed and is satisfied with the agreed documentation;	
f)	that the funder has reviewed and is satisfied with the contractor security packages, including but not limited to liability caps and any guarantees, financial or otherwise, required;	
g)	that the funder has reviewed and is satisfied with the inputs to and outputs of the Financial Model and the financial and sensitivity analysis conducted on the basis of the commercial terms agreed between the Contracting Authority and the Participant and that the results of the Financial Model are capable of supporting the lending facilities proposed;	
h)	that the funder is satisfied that the term sheets relating to the proposed Senior Debt facility that they are to provide set out the principal terms and conditions of the financing structure which shall form the basis of the financing documentation to be completed after the selection of Successful Participant;	
i)	that the funder is satisfied with the draft construction contract, services contract and parent company guarantee;	
j)	that the funder has reviewed the Participant's timetable to Financial Close and is confident that it can be achieved;	
k)	that the funder is satisfied with the financing plan and structure of the Participant's Final Tender submission;	
l)	that the provision of funding on the terms contained in the relevant term sheets is subject only to completion of documentation; and	
m)	the period for which the offer of finance is valid.	
<p>Where the Participant is proposing a 'Private Placement' structure, they shall propose their own investor spread pricing. The Participant shall provide evidence of the robustness of this pricing by way of letters of support from the relevant end investors which comply with the requirements for such letters of support set out above, including confirmation of the proposed quantum of investment, the time period for which the investor pricing set out in the Final Tender is valid and the mechanism by which the price will be</p>		

benchmarked upon expiry of the validity period, said mechanism having been agreed during dialogue with the Contracting Authority.

Where the Participant is proposing a 'Public Offering Capital Markets' funding solution, a support letter(s) shall be provided from the Participant's Bond Lead Manager(s) ("**BLM**") which confirms the following:

- i. that their due diligence exercise has been completed sufficiently to confirm confidence in being able to fully subscribe the required funding;
- ii. that the technical aspects of the Project have been reviewed and that the BLM and its technical advisers are satisfied with the technical approach;
- iii. that the insurance proposals contained in the Submission have been reviewed and that the BLM and its insurance advisers are satisfied with the insurance approach;
- iv. that the agreed documentation has been reviewed and that the BLM and its legal advisers are satisfied that there are no issues that would be of concern to investors;
- v. that the BLM has reviewed, commented upon and confirms acceptance of the Funders' Direct Agreement;
- vi. that the BLM has reviewed, commented upon and confirms acceptance of the payment mechanism;
- vii. that the BLM is satisfied that the term sheet relating to the proposed bond Senior Debt facility sets out the principal terms and conditions of the financing structure which shall form the basis of the financing documentation to be completed after the selection of Successful Participant;
- viii. that the BLM has reviewed the Participant's timetable to Financial Close and is confident that it can be achieved based on relevant precedent projects;
- ix. that the BLM is satisfied with the financing plan and structure of the Participant's Final Tender submission and has reviewed, performed due diligence upon and accepts the accompanying Financial Model; and
- x. that the BLM is satisfied with the indicative credit rating report received from the credit rating agency.

In addition, for Public Offering Capital Markets funding solutions, the Participant's Financial Adviser is required to confirm:

- i. that the indicative credit rating report received from the credit rating agency confirms satisfaction with the contractor security packages, including but not limited to liability caps and any guarantees, financial or otherwise, offered;
- ii. that the indicative credit rating report received from the credit rating agency confirms satisfaction with the results of the sensitivity analysis conducted on the Participant's Financial Model; and
- iii. that the indicative Credit Rating report received from the credit rating agency confirms satisfaction with the heads of terms of the Construction Contract and the Service Contract.

1.3	Junior Debt	Financial Model cross-reference
	Each Participant shall provide the following details about any junior debt instrument:	
(a)	identity of each investor;	
(b)	amounts subscribed by each junior debt provider and timing of investment;	
(c)	terms and conditions of subscription;	
(d)	terms of any other agreements between the investors;	
(e)	details of any conditions precedent attaching to the availability of the funds;	
(f)	letters of support from junior debt providers confirming their review and acceptance of the agreed documentation and the Financial Model. The letters of support shall include any Credit/Investment Committee approvals/minutes of board meetings approving the investment and details of the internal procedures to be followed by junior debt providers in order to commit the facilities required at Financial Close; and	
(g)	information on the extent to which junior debt financing commitments shall be underwritten by parent company guarantees, letters of credit or similar.	
1.4	Timetable	Financial Model cross-reference
	Participants are required to provide a detailed week by week programme setting out the activities to be undertaken and the organisation(s) responsible for each activity from appointment of Successful Participant to Financial Close.	
2.	Robustness of Financial/Commercial Structures	
2.1	Proforma and Cost Reconciliation	Financial Model cross-reference
	Participants are required to complete the following financial proformae: <ul style="list-style-type: none"> • [Drafting Note to Contracting Authorities: to be completed by Contracting Authority and reflective of project specifics.] 	

	<p>The above proformae are provided in electronic format as part of an Excel spreadsheet in the Data Room. Participants shall complete the electronic version of these proformae for each Submission with linkages to their Financial Model where appropriate:</p> <p>Cells in yellow indicate where Participants shall provide inputs. All cells of the Financial Proformae shall be populated with a value, even if it is nil. All monetary figures unless specified otherwise shall be provided in thousands GBP.</p>	
2.2	Accounting and Taxation	Financial Model cross-reference
	Accounting and taxation assumptions are at Participants' risk. Participants are required to satisfy themselves generally as to their own tax position, including any issues surrounding the application of IFRS. The Contracting Authority shall not increase the Annual Service Payment as a result of any accounting or taxation errors, omissions or revisions between the appointment of the Successful Participant and Financial Close.	
Submission Requirements		
(a)	Submissions shall include a statement that the Participant is taking the risk that the modelled accounting and taxation policies and assumptions are deliverable.	
(b)	Participants shall confirm that they shall work with the Contracting Authority to ensure that the Financial Model has been optimised from a tax and accounting perspective.	
(c)	Participants shall confirm that all assumptions in respect of taxation and accounting are clearly set out in the Financial Model and accompanying databook.	
(d)	The application of transfer pricing legislation and BEPS legislation in the UK can have implications for MIM projects, particularly around the tax treatment of junior debt and corporate debt interest charges. Participants shall identify the implications of this aspect of corporation tax on their proposals and confirm that any such implications have been taken into account in the Annual Service Payment.	

(e)	If VAT is included within working capital, (due to timing impacts) or within costs (where VAT is not recoverable) the VAT component of each of these shall be quantified and explained separately in the Financial Model databook.	
(f)	Participants are expected to follow IFRS as applicable accounting standards. Participants shall clearly state the accounting assumptions that have been made and the rationale for these. Participants shall include a letter from their tax and accounting advisers confirming that the accounting assumptions in the Financial Model are reasonable. This letter must set out the basis for the treatment adopted.	
(g)	Participants shall submit an opinion from their tax advisors that the proposed tax treatment is likely to attract the allowances assumed and that the treatment of tax losses is likely to be permissible. This opinion shall set out the basis for the treatments adopted, and identify any risks associated with it. If Participants seek any clearances from HMRC, Participants shall attach the appropriate correspondence to their submission. If no such clearance is being sought, this shall be stated and an explanation provided. Participants shall note that unless HMRC acceptability of the proposed assumptions can be adequately demonstrated to the Contracting Authority, through specific clearance or precedent, a risk adjustment may be made to the Participant's Final Tender submission.	
2.3	Robustness of Financial Model	Financial Model cross-reference
Submission Requirements		
a)	<p>Financial Model Sensitivities</p> <p>The Financial Model shall be capable of running sensitivities in all areas required by funders/ratings agencies. Detailed instructions on how to perform the sensitivities shall be included in the databook/user guide. Sensitivities shall consider the impact over the entire Contract Period. As a minimum, the Financial Model shall be capable of running the following sensitivities:</p> <ul style="list-style-type: none"> (i) interest rate changes; (ii) inflation/indexation changes; (iii) corporation Tax and VAT changes; (iv) construction cost variations; (v) life cycle cost variations; 	

	<ul style="list-style-type: none"> (vi) Service cost variations; (vii) delays in achieving Financial Close; (viii) construction delays; and (ix) revenue deductions. 	
b)	<p>Interest Rate, Inflation Rate and key input cost changes [Drafting Note to Contracting Authorities: to be completed by Contracting Authority and be reflective of project key risks]</p> <p>Participants are requested to provide the results of the following post-Financial Close sensitivities:</p> <ul style="list-style-type: none"> i. inflation rate throughout project of [TBC] ii. interest rate changes pre Financial Close of +/- 10 basis points; iii. construction cost changes of +/- 10%; iv. Service cost changes of +/- 15%; and v. lifecycle cost changes of +/- 20%. <p>Sensitivities ii) – iv) are to be provided for information purposes only and shall not be assessed.</p>	
c)	<p>Confirmations</p> <p>Participants' financial advisers shall confirm that they have run all sensitivities required by the funders and that they are satisfied that the outcome of the sensitivities undertaken meet the funder requirements. The results of these sensitivities shall be provided by way of an expanded Proforma 6, to illustrate the specific funder sensitivity results appropriately. The results of these sensitivities shall be assessed in evaluating the robustness of funding.</p>	
3.	Financial Model	
3.1	<p>The Financial Model shall only be submitted electronically. Paper copies are not required.</p> <p>Participants are required to provide financial projections for the full duration of the contract period in the form of a proposed Financial Model. Participants shall provide in the Financial Model detailed financial projections, in electronic form (Microsoft Excel 2007 or above and licensed to a UK entity). The Financial Model must allow the Contracting Authority to fully understand the build-up of the costs.</p>	
	Specifically the following are required:	
a)	an electronic version of the Financial Model shall be submitted free of error (including circular references and cell errors);	

b)	the Financial Model shall be transparent in all respects. All output data shall be traceable with relative ease and all data shall be visible on the face of spreadsheets within the Financial Model. It shall not contain any protected macros;	
c)	all model functions, formulae and linkages shall be operational and no part of the Financial Model shall be password protected;	
d)	the Financial Model shall run and solve without using any form of circular logic. The model shall be capable of being calculated, optimised and re-optimised without the use of complex macros. This is to ensure both transparency and functionality to solve to the same outputs for the same inputs;	
e)	the proposed Financial Model shall meet the requirements of funders, including periodicity and calculation of ratios and be capable of being used to run all sensitivities that funders require, including break-even sensitivities;	
f)	financial projections shall be presented for each year of the contract period. The Financial Model shall present data on a monthly basis during the construction phase and semi-annually thereafter for periods ending 31st March and 30th September. In addition, financial statements comprising balance sheet, P&L and cashflow shall also be shown on an annual basis with the years ending on 31st March;	
g)	all costs and revenues in the Financial Model shall be provided in thousands of pounds Sterling (£'000);	
h)	all revenues and costs in the Financial Statements in the Financial Model shall be shown in nominal terms;	
i)	all initial capital costs shall be included in the Financial Model on a nominal basis (i.e. including expected cost inflation);	
j)	the Annual Service Payment shall be expressed in real and nominal terms;	
k)	the date of Financial Close shall be shall be consistent with the Participant's proposed programme to Financial Close for their chosen funding solution. In addition, the Participant shall assume the same date for Financial Close in both their Financial Model and Works programme in their Final Tender submissions. Participants' attention is drawn to the requirement for submissions to remain valid for a period of not [Drafting Note to Contracting Authorities: to reflect project specifics.]	
l)	the Participants shall not enter any costs in the Financial Model for any period prior to their proposed date of Financial Close;	

m)	expiry of the concession shall be assumed to occur 30 years post the [Phase] Actual Completion;	
n)	the NPV base date and price base date shall be [Drafting Note to Contracting Authorities: to reflect price base for project];	
o)	the discount rate to be used in calculating the NPV of the cost to the Contracting Authority of the annual availability payments is 6.0875%;	
p)	[Not used]	
q)	all cashflows shall be assumed to arise at the end of each semi-annual period for the purposes of NPV calculations;	
r)	the annual RPI rate shall be assumed as 2.5%; [Drafting Note to Contracting Authorities: Contracting Authorities should consider and seek advice on the appropriateness of other indices.]	
s)	Participants shall assume that indexation takes place in line with fiscal years ending on 31 March each year;	
t)	details shall be provided as to the proportion of the Annual Service Payment subject to indexation in each contract year and the basis of this proportion;	
u)	the Participant shall identify the methodology used to ascertain the interest rate applied to any overdrafts and/or credit balances in the Financial Model. The Participant is required to confirm that they shall adhere to this methodology at Financial Close;	
v)	all assumptions in respect of accounting and taxation shall be clearly set out in the Financial Model databook and cross referenced to the Model;	
w)	Corporation Tax rate shall be assumed as follows: [Drafting Note to Contracting Authorities: to reflect current and expected tax legislation.]	
x)	The Annual Service Payment shall be shown exclusive of VAT in the Financial Model; and	
y)	The Contracting Authority assumes that the Participant can recover VAT on its cost inputs and that the costs included within the Financial Model shall be shown exclusive of VAT. If the timing effect of the VAT process is significant then it shall be included within the working capital changes line of the Financial Model. If the Participant does not expect to be able to recover some or all of the VAT involved then these specific costs shall be shown inclusive of VAT in the Financial Model.	

3.2	Information and Outputs	Financial Model cross-reference
As a minimum requirement, the Financial Model shall provide the following information and outputs:		
a)	summary of key outputs including sources and uses of funds statement, key ratios and IRRs and graphs of cover ratios, funding repayment profiles, cash balances and returns to investors ;	
b)	detailed assumptions;	
c)	detailed ratio and IRR calculations;	
d)	profit and loss account;	
e)	balance sheet;	
f)	cashflow statement;	
g)	cash cascade in order of anticipated seniority;	
h)	Annual Service Payment outputs (including and excluding VAT) and any phasing of unitary charge;	
i)	detailed analysis of borrowing and loans;	
j)	financing summary and details of financing terms	
k)	sensitivities;	
l)	detailed breakdown of construction and operations phase cost headings; and	
m)	taxation computation.	
3.3	Financial Model Databook/User Guide	Financial Model cross-reference
The Financial Model databook shall contain as a minimum:		
a)	details of the mechanisms contained within the Financial Model and an explanation of how key tasks in the Financial Model are carried out;	
b)	a statement of the general accounting policies applied to the Financial Model and their compliance with generally accepted practice;	
c)	a detailed statement of the assumptions used in relation to tax;	
d)	all other assumptions implicit within the construction and use of the Financial Model, including explicit confirmation that the requirements of this ITSFT have been incorporated; and	
e)	Participants shall provide a user guide on how to run and optimise their Financial Model (this includes stating any 'add-ins' and options that must be activated prior to	

	use of the model).	
3.4	Working Capital	Financial Model cross-reference
	Participants shall note that payment terms shall be in line with the draft Project Agreement and specifically Schedule 14 (Payment Mechanism). Participants shall clearly identify their assumptions with regard to working capital requirements for all their debtors and creditors.	

[Drafting Note to Contracting Authorities: insurance requirements to be developed on a Project-specific basis.]

VOLUME ONE

Part C

Statement in respect of participation in the competitive dialogue and confirmation of receipt of ITPD Document and Initial Solution Template

APPENDIX ONE

**STATEMENT IN RESPECT OF PARTICIPATION IN THE COMPETITIVE DIALOGUE AND
CONFIRMATION OF RECEIPT OF ITPD DOCUMENT**

STATEMENT IN RESPECT OF PARTICIPATION IN THE COMPETITIVE DIALOGUE PROCESS AND RECEIPT OF ITPD DOCUMENT

[Drafting Note to Contracting Authorities: this Statement should be customised by Contracting Authorities to reflect any other commitments which the Contracting Authority requires from Participants. Typically, these would be commitments which are necessary for the ITPD Stage and the later stages of dialogue, but relate to matters which cannot form part of a prequalification evaluation.]

We confirm receipt of the Invitation to Participate in Dialogue in respect of the Project and accompanying ITPD Document, and confirm our intention to participate in the ITPD Stage and in the other stages of the Competitive Dialogue Process if invited to do so.

We acknowledge that our participation in the ITPD Stage and in the other stages of the Competitive Dialogue Process is contingent on our execution of this Statement [together with our acceptance of the Data Room Rules and Procedures, which accompany this Statement.]

[Drafting Note to Contracting Authorities: include reference to the Data Room Rules and Procedures, if required. Also, include reference to any other up front certificates/rules which each Participant must sign up to (bearing in mind that prior to receipt of the ITPD Document, the Participants will have executed the Confidentiality and Non-Collusion Undertaking.)

We hereby agree:

- (a) to be bound by the terms of the ITPD Document in relation to the Competitive Dialogue Process;
- (b) that we shall notify the Contracting Authority immediately in writing on becoming aware of any breach of the terms of the ITPD Document; and
- (c) that we shall notify the Contracting Authority in writing as soon as reasonably practicable if we no longer wish to take part in the Competitive Dialogue Process.

[We confirm that if we are appointed as Successful Participant, we will be willing to [run a Third Party Equity funding competition at Successful Participant stage and] meet the full risk capital requirement of Hold Co in the event WG Co chooses not to invest [and/or the Third Party Equity funding competition does not achieve the best value for money outcome], on the terms described more fully in the Descriptive Document.] **[Drafting Note to Contracting Authorities:** to adjusted where Welsh Government does not require a Third Party Equity funding competition at Successful Participant stage.]

We confirm that we shall attend the introductory meeting which the Contracting Authority has scheduled for [***] and that [Participant to insert name(s) of those attending] shall attend.

This Statement [together with the Data Room Rules and Procedures] shall be returned **by no later than [***]**

Date	
Signature	
Name (block capitals)	
Designation	
Duly authorised to sign on behalf of	[insert name of Participant]
Address	
Telephone Number	
E-mail Address	

[NB: This must be signed by an authorised signatory of the Participant, giving full name and address as well as the name and title of the signatory. Evidence of the authority of the signatory must be provided in the form of a certified Board Resolution (or equivalent probative document). Absence of said authority will result in non-compliance with the requirements of the ITPD Document.]

DATA ROOM RULES AND PROCEDURES [Drafting Note to Contracting Authorities: to be included and adjusted, if required.]

These Data Room Rules and Procedures regulate the use by Participants of the electronic Data Room available at [***] (the “Electronic Data Room”).

The Electronic Data Room will be made available to all continuing Participants simultaneously and will be accessible (subject to system downtime) 24 hours per day until closed by the Contracting Authority.

1. Access and check in to Data Room

- 1.1 Access to the Electronic Data Rooms and the materials contained therein is at all times conditional upon compliance with these Data Room Rules and Procedures.
- 1.2 Access to the Electronic Data Room will be given to individuals within each Participant’s project team who have been nominated by the Participant and approved by the Contracting Authority. Each individual will be given a user name and password and each Participant must ensure that those user names and passwords are not shared with any third party. Access to the Electronic Data Room must not be given to any third party or individual who has not been given a user name and password by the Contracting Authority.
- 1.3 Each Participant must notify the Contracting Authority’s Project Manager promptly in writing of any individual who ceases for whatever reason to be part of the Participant’s project team and whose access to the Electronic Data Room should therefore be withdrawn.

2. Documents and Information

- 2.1 An itemised index of all data available in the Data Room will be made available to Participants within the Data Room.
- 2.2 If additional documents are added to the Data Room, such documents will be clearly flagged.
- 2.3 Requests for further information and questions regarding the contents of the Data Room should, in the first instance, be made in accordance with Section 7.1 of Part A of Volume One of the ITPD Document.

3. Confidentiality

- 3.1 The Participant is reminded that all of the materials supplied in the Data Room are confidential and that such information should not be disclosed to any third party except as permitted in accordance with our Confidentiality and Non-Collusion Undertaking in favour of the Contracting Authority.

We agree to all of the above terms.

Date	
Signature	
Name (block capitals)	
Designation	
Duly authorised to sign on behalf of	[insert name of Participant]
Address	
Telephone Number	
E-mail Address	

[NB: This must be signed by an authorised signatory of the Participant, giving full name and address as well as the name and title of the signatory. Evidence of the authority of the signatory must be provided in the form of a certified Board Resolution (or equivalent probative document). Absence of said authority will result in non-compliance with the requirements of the ITPD Document.]

APPENDIX TWO
INITIAL SOLUTION TEMPLATE

PART ONE

LETTER CONFIRMING SUBMISSION OF INITIAL SOLUTION

[To be completed by the Participant on its headed notepaper.]

[*** insert date]

For the attention of [***] [Drafting Note to Contracting Authorities: insert name of Contracting Authority's representative]

[***] [Drafting Note to Contracting Authorities: insert address details.]

Dear Sirs

[****] [Drafting Note to Contracting Authorities: insert description of Project.]
SUBMISSION OF INITIAL SOLUTION

[Drafting Note to Contracting Authorities: this Letter should be customised by Contracting Authorities to reflect any other commitments which the Contracting Authority requires from Participants. For example, are there any mandatory requirements which Participants must provide as part of their Outline Solution?]

In response to the ITPD Document, we hereby enclose our Initial Solution which is fully complete and compliant with the requirements of the ITPD Document.

We have made a comprehensive study of and understand all materials comprising the ITPD and the ITPD Document which has been provided to us.

We certify that this Initial Solution is made in good faith, [and that we have made only ONE Initial Solution.] [Drafting Note to Contracting Authorities: customise if variants have been permitted.] [We have included in Schedule 2 to this letter a summary of our Initial Solution.] [Drafting Note to Contracting Authorities: include, if required.]

Our checklist for the contents of our Initial Solution is included in Schedule 1 to this letter.

We acknowledge that the Authority required strict adherence to the ITPD Document from each Participant and we confirm that we have and that we shall continue to adhere to all of the conditions and requirements expressed in the ITPD Document.

We acknowledge the evaluation procedure which will be undertaken and if we are selected to proceed to the ITCD Stage, we confirm that we are willing to do so.

We confirm that we shall have no conflict of interest if we are awarded the contract.

We confirm that there have been no changes to the information which we included in our PQQ Response.

Unless otherwise specified, capitalised terms used in this letter shall have the same meaning as given in Part A of Volume One of the ITPD Document.

Date	
Signature	
Name (block capitals)	
Designation	
Duly authorised to sign on behalf of	[insert name of Participant]
Address	
Telephone Number	
E-mail Address	

[NB: This must be signed by an authorised signatory of the Participant, giving full name and address as well as the name and title of the signatory. Evidence of the authority of the signatory must be provided in the form of a certified Board Resolution (or equivalent probative document). Absence of said authority will result in non-compliance with the requirements of the ITPD Document.]

Schedule 1 Initial Solution Checklist

Initial Solutions shall be submitted in accordance with the instructions set out in the ITPD Document.

The Participant shall confirm that the following requirements have been included in its Initial Solution.

Reference	Submission Requirement	Participant to complete as applicable

Schedule 2 Summary of Initial Solution

[Drafting Note to Contracting Authorities: insert, if required.]

[Participant to insert short description of the proposed Initial Solution]

PART TWO
CERTIFICATES

[Drafting Note to Contracting Authorities: insert here any standard certificates which the Participants are required to submit.]

PART THREE

TECHNICAL SUBMISSION

[Drafting Note to Contracting Authorities: The types of issues which should be considered by Contracting Authorities when developing technical submission requirements include the requirements for design, BIM and community benefits. Technical submission requirements must be developed to match the technical requirements for the Project and must also match the corresponding technical evaluation criteria.]

PART FOUR
LEGAL SUBMISSION

Schedule 1 – Pro-forma Commentary Table for Project Agreement and Shareholders' Agreement

The following pro forma commentary table should be used by Participants as the basis of their commentary table to accompany any mark-up of the Project Agreement or Shareholders' Agreement.

The "Issue" column of the commentary table should include a description of each proposed amendment to the Project Agreement or Shareholders' Agreement (as appropriate), categorised as '1' or '2' as follows:

- 1. Minor/inconsequential amendment;
- [2. Quantifiable Participant Amendment.]

Project Agreement

Issue	Clause	Description	Issue	Participant Comment	Contracting Authority Comment

Shareholders' Agreement

Issue	Clause	Description	Issue	Participant Comment	Contracting Authority Comment

Schedule 2 - Pro-forma Heads of Terms

[Drafting Note to Contracting Authorities: pro-forma heads of terms to be developed, including caps on liability, liquidated damages, interface arrangements and indemnities.]

Schedule 3 - Project Agreement Responsibility Matrix

[Drafting Note to Contracting Authorities: Roads or Accommodation Matrix to be adopted as appropriate, with necessary project/sector specific adjustments.]

[Drafting Note to Contracting Authorities: Accommodation Matrix as follows.]

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
1	Project Agreement (main body)	X		
2	Schedule 1 - Definitions & Interpretation			
3	Section 1 - Definitions	X		
4	Section 2 - Interpretation	X		
5	Schedule 2 - Completion Documents			
6	Section 1 - Documents to be Delivered by Project Co	X		
7	Section 2 - Documents to be Delivered by the Authority	X		
8	Schedule 3 - Key Personnel	X		
9	Schedule 4 - Funders' Direct Agreement	X		
10	Schedule 5 - Land Matters			
11	Section 1 - Title Conditions	X		

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
12	Section 2 - Reserved Rights	X		
13	Section 3 - Ancillary Rights	X		
14	Appendix 1 - Title Conditions	X		
15	Appendix 2 - Site Plan	X		
16	Appendix 3 - Phase Plans	X		
17	Schedule 6 - Construction Matters			
18	Section 1 - Planning Consents		X	
19	Section 2 - Safety During Construction	X		
20	Section 3 - Authority's Construction Requirement		X	
21	Section 4 - Project Co's Proposals		X	
22	Section 5 - Reviewable Design Data		X	
23	Section 6 - Room Data Sheets		X	
24	Section 7 - Thermal & Energy Efficiency Testing Procedure		X	
25	Section 8 - Quality Plans (Design & Construction)		X	
26	Schedule 7 - The Programme			

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
27	Section 1 - Programme		X	
28	Section 2 - Phasing	X		
29	Schedule 8 - Review Procedure	X		
30	Appendix 1 - Table A	X		
31	Appendix 2 - Hours for Programmed Maintenance	X		
32	Appendix 3 - Reviewable Design Data Programme		X	
33	Schedule 9 - Collateral Agreements			
34	Section 1 - Contractor's Collateral Agreement	X		
35	Section 2 - Service Provider's Collateral Agreement	X		
36	Section 3 - Key Sub-Contractor Collateral Agreement	X		
37	Schedule 10 - Outline Commissioning Programme			
38	Appendix A - Commissioning Responsibilities Table	X		
39	Appendix B - Completion Criteria	X		
40	Schedule 11 - Equipment	X		
41	Schedule 12 - Service Requirements			

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
42	Section 1 - Service Level Specification		X	
43	Section 2 - Method Statements		X	
44	Section 3 - Service Quality Plans		X	
45	Section 4 - Interface Protocol		X	
46	Schedule 13 - Independent Tester Contract	X		
47	Appendix 1 - Scope of Services	X		
48	Appendix 2, Section 1 - Schedule of Drawdown of Fees	X		
49	Appendix 2, Section 2 - Schedule of Daily Rates	X		
50	Appendix 3 - Key Personnel	X		
51	Schedule 14 - Payment Mechanism			X
52	Appendix 1 - Annual Service Payments at Base Date			X
53	Appendix 2 - Functional Areas and GSUs			X
54	Schedule 15 - Insurance Requirements	X		
55	Schedule 16 - Change Protocol	X		
56	Appendix 1, Part 1 - Catalogue		X	

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
57	Appendix 1, Part 2 - Small Works and Service Rates		X	
58	Appendix 2, Part 1 - Unit Cost for Construction		X	
59	Appendix 2, Part 2 - Unit Cost for Lifecycle		X	
60	Appendix 2, Part 3 - Consultant Fees		X	
61	Appendix 2, Part 4 - Unit Cost for Labour Rates		X	
62	Schedule 17 - Compensation on Termination	X		
63	Schedule 18 - Handback Procedure	X		
64	Schedule 19 - Record Provisions	X		
65	Schedule 20 - Dispute Resolution Procedure	X		
66	Schedule 21 - Project Co Information	X		
67	Schedule 22 - Certificates	X		
68	Schedule 23 - Refinancing	X		
69	Schedule 24 - Liaison Procedure	X		
70	Schedule 25 - Insurance Proceeds Account Agreement	X		
71	Schedule 26 - Commercially Sensitive Information	X		

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
72	Schedule 27 - Planning Responsibilities Matrix		X	
73	Schedule 28 - Disaster Plan		X	
74	Schedule 29 - Community Benefits			
75	Section 1 - Authority's Community Benefit Requirements		X	
76	Section 2 - Project Co's Community Benefit Method Statements		X	
77	Schedule 30 - BIM Protocol		X	
78	Schedule 31 - Employment and Pensions	X		
79	Schedule 32 - Interim Project Report	X		

[Drafting Note to Contracting Authorities: Roads Matrix as follows.]

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
1	Project Agreement (main body)	X		
2	Schedule 1 - Definitions & Interpretation			
3	Section 1 - Definitions	X		
4	Section 2 - Interpretation	X		
5	Schedule 2 - Completion Documents			
6	Section 1 - Documents to be Delivered by Project Co	X		
7	Section 2 - Documents to be Delivered by the Authority	X		
8	Schedule 3 - Key Personnel	X		
9	Schedule 4 - Funders' Direct Agreement	X		
10	Schedule 5 - Land Matters			
11	Section 1 - Title Conditions	X		
12	Section 2 - Reserved Rights	X		
13	Section 3 - Ancillary Rights	X		

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
14	Section 4 - Injurious Affection	X		
15	Appendix 1 - Title Conditions	X		
16	Appendix 2 - Injurious Affection Party Surveyor's Certificate	X		
17	Appendix 3 - Site Plans	X		
18	Appendix 4 - Phase Plans	X		
19	Schedule 6 - Construction Matters			
20	Section 1 - Planning Consents		X	
21	Section 2 - Safety During Construction	X		
22	Section 3 - Authority's Construction Requirements		X	
23	Section 4 - Project Co's Proposals		X	
24	Section 5 - Quality Plans (Design & Construction)		X	
25	Schedule 7 - The Programme			
26	Section 1 - Programme		X	
27	Section 2 - Phasing	X		
28	Schedule 8 - Review Procedure	X		

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
29	Appendix 1 - Table A	X		
30	Appendix 2 - Hours for Programmed Maintenance	X		
31	Appendix 3 - Design and Certification Procedure		X	
32	Schedule 9 - Collateral Agreements			
33	Section 1 - Contractor's Collateral Agreement	X		
34	Section 2 - Service Provider's Collateral Agreement	X		
35	Section 3 - Key Sub-Contractor Collateral Agreement	X		
36	Schedule 10 - PTU Criteria		X	
37	Schedule 11 - Equipment	X		
38	Schedule 12 - Service Requirements			
39	Section 1 - Service Level Specification		X	
40	Section 2 - Method Statements		X	
41	Section 3 - Services Quality Plan		X	
42	Section 4 - Interface Protocol		X	
43	Schedule 13 - Independent Tester Contract	X		

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
44	Appendix 1 - Scope of Services	X		
45	Appendix 2, Section 1 - Schedule of Drawdown of Fees	X		
46	Appendix 2, Section 2 - Schedule of Daily Rates	X		
47	Appendix 3 - Key Personnel	X		
48	Schedule 14 - Payment Mechanism			X
49	Schedule 15 - Insurance Requirements	X		
50	Schedule 16 - Change Protocol	X		
51	Appendix 1, Part 1 - Catalogue		X	
52	Appendix 1, Part 2 - Small Works and Services Rates		X	
53	Appendix 2, Part 1 - Unit Cost for Construction or Installation Costs		X	
54	Appendix 2, Part 2 - Unit Cost for Lifecycle Maintenance		X	
55	Appendix 2, Part 3 - Consultant, Sub-Contractor or Supplier Fees		X	
56	Appendix 2, Part 4 - Unit Costs for Labour Rates		X	
57	Schedule 17 - Compensation on Termination	X		

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
58	Schedule 18 - Handback Procedure	X		
59	Schedule 19 - Record Provisions	X		
60	Schedule 20 - Dispute Resolution Procedure	X		
61	Schedule 21 - Project Co Information	X		
62	Schedule 22 - Certificates	X		
63	Schedule 23 - Refinancing	X		
64	Schedule 24 - Liaison Procedure	X		
65	Schedule 25 - Insurance Proceeds Account Agreement	X		
66	Schedule 26 - Commercially Sensitive Information	X		
67	Schedule 27 - Planning Responsibilities Matrix		X	
68	Schedule 28 - Disaster Plan		X	
69	Schedule 29 - Community Benefits			
70	Section 1 - Authority's Community Benefit Requirements		X	
71	Section 2 - Project Co's Community Benefit Method Statements		X	
72	Schedule 30 - BIM Protocol		X	

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
73	Schedule 31 - Employment and Pensions	X		
74	Schedule 32 - Statutory Framework and Third Party Agreements			
75	Section 1 - Third Party Agreements			
76	Part 1 - List of Third Party Agreements	X		
77	Part 2 - Retained Obligations	X		
78	Part 3 - Delegated Obligations	X		
79	Part 4 - Retained Rights	X		
80	Part 5 - Delegated Rights	X		
81	Part 6 - Interested Parties	X		
82	Part 7 - Relevant Authorities	X		
83	Section 2 - TWA Order Functions			
84	Part 1 - Authorised TWA Order Functions		X	
85	Part 2 - Retained TWA Order Functions		X	
86	Section 3 - Roads Liaison Procedure		X	
87	Schedule 33 - Restricted Services			

No.	Item	Lead Responsibility		
		Legal	Technical	Financial
88	Section 1 - Restricted Services Activities		X	
89	Section 2 - Restricted Service Level Specification		X	
90	Section 3 - Restricted Services Method Statements		X	
91	Section 4 - Restricted Services Quality Plans		X	
92	Section 5 - Restricted Services Payments			X
93	Section 6 - Restricted Services Readiness Certificate		X	
94	Section 7 - Restricted Services Roads		X	
95	Schedule 34 - Register of Commitments		X	
96	Schedule 35 - Network Management		X	

PART FIVE

FINANCIAL SUBMISSION

[Drafting Note to Contracting Authorities: The types of issues which should be considered by Contracting Authorities when developing financial submission requirements include [***]. Financial submission requirements must be developed to match the financial requirements for the Project and must also match the corresponding financial evaluation criteria.]

[Drafting Note to Contracting Authorities: insert appropriate logo.]

[***] **[Drafting Note to Contracting Authorities: insert name of Contracting Authority.]**

Invitation to Participate in Dialogue (ITPD) Document in respect of [*] [Drafting Note to Contracting Authorities: insert name of Project.]**

[***] **[Drafting Note to Contracting Authorities: insert reference number and date of the contract notice published by the Contracting Authority in the Official Journal of the European Union in relation to the Procurement Process.]**

[***] **[Drafting Note to Contracting Authorities: insert the Sell2Wales portal reference number and date.]**

VOLUME TWO

PROJECT AGREEMENT AND SHAREHOLDERS' AGREEMENT

[Drafting Note to Contracting Authorities: insert version 1 of the Project Agreement, schedules and Shareholders' Agreement.]

[Drafting Note to Contracting Authorities: insert appropriate logo.]

[**] **[Drafting Note to Contracting Authorities: insert name of Contracting Authority.]**

Invitation to Participate in Dialogue (ITPD) Document in respect of [] [Drafting Note to Contracting Authorities: insert name of Project.]**

[**] **[Drafting Note to Contracting Authorities: insert reference number and date of the contract notice published by the Contracting Authority in the Official Journal of the European Union in relation to the Procurement Process.]**

[**] **[Drafting Note to Contracting Authorities: insert the Sell2Wales portal reference number and date.]**

VOLUME THREE

TECHNICAL REQUIREMENTS

[Drafting Note to Contracting Authorities: insert version 1 of the documents which comprise the technical requirements for the Project - such as the Authority's Construction Requirements and Service Level Specification.]

[Drafting Note to Contracting Authorities: insert appropriate logo.]

[***] **[Drafting Note to Contracting Authorities: insert name of Contracting Authority.]**

Invitation to Participate in Dialogue (ITPD) Document in respect of [*] [Drafting Note to Contracting Authorities: insert name of Project.]**

[***] **[Drafting Note to Contracting Authorities: insert reference number and date of the contract notice published by the Contracting Authority in the Official Journal of the European Union in relation to the Procurement Process.]**

[***] **[Drafting Note to Contracting Authorities: insert the Sell2Wales portal reference number and date.]**

VOLUME FOUR

DATA ROOM

[Drafting Note to Contracting Authorities: insert contents list for the Data Room.]