

[TOOL B

M A]

PROCEDURE
FOR PRIVATE CLIENT
WITH INTERVIEW

Specifications

Project (*project name*)

PROJECT DESIGN ASSIGNMENT
RELATING TO (*CONTRACT TITLE*)

For
(*Client*)

(*DATE*)

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PART I. ASSIGNMENT

I.1 CLIENT

Organisation:

Address:

Website:

Contact person:

Name:

Position:

Tel:

Email:

I.2 BOUWMEESTER MAITRE ARCHITECTE

The design competition is organized in collaboration with the bouwmeester maître architecte of the Brussels-capital region (BMA). The BMA assists the client in the implementation of the procedure of the competition, the definition of the specifications and the programme, and the choice of the project designer. The BMA provides quality control throughout the process.

Contact person:

Name:

Position:

Tel:

Email:

I.3 PROJECT DESIGNER

The term 'project designer' is understood to mean *(delete the inapplicable items)* :

- an architect
- a firm of architects
- a firm of architects with a number of engineering firms
- a group of *(number)* firms of architects
- a group of *(number)* firms of architects with a number of engineering firms

I.4 SITE

Address:

Land registry parcels:

I.5 ASSIGNMENT

These specifications relate to a design assignment

- for architecture and *(supplement or delete as required)*
 - stability
 - building engineering services
 - energy performance
 - acoustics
 - safety and health coordination
 - interior fittings
 - signage
 - ...
- for the creation of *(succinct description of programme, context, etc.)*

- for an estimated cost of works of €x excluding VAT and excluding fees
- for fixed total fees of x % applicable to the estimated works value, approved on the basis of final plans. [This fee percentage is then fixed for the further execution of the assignment.](#)

The design assignment comprises the following phases *(to be adapted according to the assignment and the contract)* :

- sketch design
- preliminary design
- final design
- application for planning permission and/or other administrative authorisations
- construction documentation
- tender documentation for works
- organisation and/or evaluation of bids for works
- monitoring and supervision of execution of works
- assistance during provisional acceptance
- closure of assignment by means of final accounting statement, final acceptance and/or management plan

A more detailed description of the assignment can be found in the appendixes to these specifications.

I.6 PROJECT DEADLINES

Award of assignment:

Start of assignment:

Final plans:

Completion:

I.7 NATURE

This procedure is in no way subject to public procurement legislation, since it concerns a private initiative.

The client reserves the right to modify this procedure, to terminate it at any time and not to award the present assignment or, if necessary, to undertake a new procedure.

The client may decide to transfer the rights and duties arising from this procedure to a legal person still to be set up.

I.8 LANGUAGE

Documents relating to the assignment will be drawn up in [Dutch and/or French and/or English](#). *(delete inapplicable items)*

PART II. PROCEDURE

II.1 PHASES

The procedure consists of the following phases:

- APPLICATION
- INTERVIEW
- AWARD

II.2 APPLICATION

II.2.1 Call for applications

A call for project designers is made via a BMA newsletter and other channels.

II.2.2 Composition of the application

The application consists of:

- A note on the candidate team's composition and capacity with reference to the competencies required for this assignment.
Equivalent to 2 pages A4 recto maximum
- A note explaining the candidate's motivation for applying for this assignment.
The candidate may illustrate its note in whatever way he or she considers useful (for example, a brief presentation of an external project or inspirations, a mood board, diagrams etc.).
Equivalent to 2 pages A4 recto maximum
- 3 illustrated reference projects in which the architect from the candidate's team has been involved, including an explanation of their relevance to the present assignment. Reference projects in which the architect has been involved as project manager at another firm are eligible for consideration.
Equivalent to 4 pages A4 recto maximum per reference project

II.2.3 Shortlisting

Project designers will submit their application by email

- to appel-oproep@bma.brussels
- by *(date)* at *(time)* at the latest.

In consultation with the BMA, the client will shortlist *3 to 5 (to be determined)* candidates for participation in the next phase.

II.3 INTERVIEW

The shortlisted candidates are invited to an interview to be conducted by the client and the BMA. The interview is conducted on the basis of the documents in the application dossier (Article II.2.2). Candidates are therefore not required to develop a project outline or spatial proposal.

Candidates will be invited for interview on *(day, month, year)* starting at *(time)*. A more specific agenda for the interviews will be communicated at a later date.

II.4 AWARD

II.4.1 Negotiation

The client reserves the right to negotiate in several stages and with a limited number of candidates chosen on the basis of the quality of their interview.

II.4.2 Award

At the end of any negotiations, the client will award the assignment to the candidate whose bid he or she considers the

most advantageous in light of the award criteria. The final decision concerning the award of the assignment will lie with the client.

II.5 INTELLECTUAL PROPERTY

The project designer declares and warrants that its plans do not infringe the rights of third parties in any respect, including the rights of any collaborators who have contributed to its preliminary research.

All fees in respect of patents, licences, information or elements subject to protection under Title XI "Intellectual Property" of the Code of Economic Law will be borne by the project designer. It may not claim any special remuneration or compensation as a result of their use for the performance of the contract, and will bear sole responsibility for any third-party claim in this respect.

Within the context of his or her bid and during the execution of its assignment, the project designer cedes material property rights to all its work to the client. The latter therefore has free access to all ideas, principles, methods and systems that are developed, as well as all information, studies, reports, calculations, sketches, plans, drawings, models, specifications or other items relating to the project. The client authorises the BMA to use these documents.

The project designer grants a worldwide licence, with the possibility of sublicensing, without any temporal limitation other than the legal duration of the rights concerned, even if the collaboration between the parties comes to an end. This licence includes, among other things, the right to reproduce, duplicate, distribute, photograph, publish or display the plans, in whole or in part, by any means of reproduction, in any form or medium, and for all possible modes of exploitation, for both informational and advertising purposes; the designer's name shall be mentioned. It also confers the right to adapt the plans and to make any useful and/or necessary modifications to them, unless the project designer demonstrates that such adaptations could be harmful to its reputation or standing.

If the project designer is unable or unwilling to complete its assignment, it may not object to the use of documents it has produced for the completion of the project.

The project designer retains ownership of all intellectual rights to the content of his or her bid and the implemented plans, including, but not limited to, copyrights. However, it undertakes not to execute the plans for third parties without the client's express authorisation.

PART III. APPENDIXES

- project designer's contract
- definition of the project containing among other things a description of the programme, the context, the client's ambition, the challenges, the technical and functional data, etc.

(if applicable or available)

- preliminary (feasibility) studies, overall plan, etc.
- current regulations
- regional instruments, projects, plans, etc.
- site plans including land registry plan, general plan, etc.
- ground and building measurements etc.
- soil tests
- soil analysis (in light of pollution risks)
- notes on historical background, architectural heritage, etc.