

**London Borough of Havering**

**INVITATION TO SUBMIT FINAL TENDERS (“ISFT”)**

**Havering Estate Regeneration Partner Project**

## **IMPORTANT NOTICES**

This Invitation to Submit Final Tenders (ISFT) has been prepared by the London Borough of Havering (of the Town Hall, Main Road, Romford, RM1 3BD) (“**the Authority**”) and is for use by those invited to bid for the Havering Estate Regeneration Partner Project, their professional advisers, and other parties essential to preparing the bid for the project and for no other purpose.

You are deemed to fully understand the process that the Authority is required to follow under relevant European and UK legislation, particularly in relation to public procurement rules.

Bidders' attention is drawn to the further notices set out in **Appendix 1 (Important Notices)** which form part of the conditions of participation in this procurement process.

# 1 INTRODUCTION

## General

- 1.1 Thank you for participating in competitive dialogue in relation to the call for competition advertisement placed in the Official Journal of the European Union with reference number 2017/S 094-185114.<sup>1</sup>
- 1.2 Three bidders, including your organisation, have been invited to submit final tenders. This Invitation to Submit Final Tenders document ("ISFT") provides further details of the process.
- 1.3 The three bidders invited to submit Final Tenders are:



[REDACTED]

## Competitive Dialogue

- 1.4 This procurement is to achieve the selection of a provider to partner with the Authority to form a long term corporate joint venture property vehicle (on a 50:50 ownership basis) to secure investment and expertise to deliver the Authority's HRA housing led regeneration strategy ("the Project").
- 1.5 The Authority is procuring the Project using an approach similar to the competitive dialogue procedure (as described in Regulation 30 of the Public Contracts Regulations 2015 (as amended)), which provides the opportunity for a structured approach to procurement. The Authority reserves the right to deviate from the formalities of the Public Contracts Regulations 2015 (as amended) in conducting the competition due to the flexibilities permitted by the Concession Contracts Regulations 2016.
- 1.6 The ISFT aims to:
  - provide information to Bidders on the Project and the opportunities available;
  - set out clearly the Authority's requirements;
  - provide information on the Authority's approach to the competitive dialogue procurement process;
  - set out the deliverables required from Bidders at the final stage of the procurement; and
  - set out the evaluation criteria that the Authority will use to assess Bidders' Final Tender responses.
- 1.7 Details of the submission deadline for Final Tenders can be found in **Section 3** below.

<sup>1</sup>

<http://ted.europa.eu/udl?uri=TED:NOTICE:185114-2017:TEXT:EN:HTML>

- 1.8 The issue of the ISFT is an invitation to Bidders to submit Final Tenders. The questions that Bidders are required to answer are set out in **Appendix 2 (Quality Questions)** and **Appendix 4 (Financial Submissions)** to this document.
- 1.9 The evaluation criteria against which Bid responses will be assessed and the evaluation methodology applied is provided in **Section 4** below.
- 1.10 Final Tenders should be based on the solution(s) presented and specified at the conclusion of the dialogue, contain all the elements required and necessary for the performance of the project and should meet all the Authority's requirements. **Final Tenders are expected to be final as there is limited opportunity to vary tenders after submission.** However, the Authority may request Bidders to clarify, specify or optimise their tender. Any activity which leads to changes to a Bid must not change the basic features and essential aspects of a Bid, the requirements of this ISFT or distort competition.
- 1.11 **Bidders are reminded to review all clarifications issued through the portal to ensure that clarification messages from the Authority are taken account of in their Final Tenders.**
- 1.12 Following the submission of Final Tenders, the Authority expects to undertake a process to identify a Preferred Bidder that provides the most economically advantageous tender which the Authority is minded to appoint.
- 1.13 Prior to selection of a Preferred Bidder, the Authority will have to obtain approval from the Cabinet of the Council. On approval, a Preferred Bidder will be appointed and a Preferred Bidder letter issued inviting the Preferred Bidder to work with the Authority to finalise the contractual arrangements to deliver the Project.
- 1.14 Following appointment of a Preferred Bidder there is a further opportunity to negotiate to confirm commitments contained in the tender in order finalise terms provided, again, that there are no substantial changes to the tender, the requirements of the procurement process and that this does not risk distorting competition or causing discrimination.
- 1.15 The Authority reserves the right to vary the selection procedure to support continued competition, avoid unnecessary bidding costs and adhere to subsequent technical or legal guidance.

## 2 NEEDS AND REQUIREMENTS FOR THE PROJECT

### Overview

- 2.1 The Project involves delivering the following:
  - 2.1.1 The Authority's HRA housing led regeneration strategy. The initial programme is anticipated to involve 12 sites across the borough delivering in the region of 3000 new homes and the scheme will involve opportunities for development sales. The opportunity will focus on Authority owned sites throughout the borough (including but not limited to the initial 12 sites) and potentially other sites owned or acquired by the Authority (including through the Joint Venture) during the joint venture period. The Joint Venture will focus on delivering housing led

development within the borough for the commercial private sale sector, shared ownership and affordable housing.

- 2.1.2 The housing led development of sites may also involve a degree of mixed-use development including, but not limited to office, commercial, leisure, retail, community and public realm space being delivered ancillary to the residential focus and as part of the overall complex.

The initial 12 sites are as follows:

<b>The Initial 12 Sites</b>		
<b>Ref.</b>	<b>Site</b>	<b>Area</b>
1	Waterloo Estate	Romford
2	Queen Street	Romford
3	Oldchurch Gardens	Romford
4	Serena, Solar and Sunrise	Hornchurch
5	Maygreen Crescent, Park Lane	Hornchurch
6	Dell Court	Hornchurch
7	Royal Jubilee Court	Gidea Park
8	Napier House and New Plymouth House	Rainham
9	Delderfield House	Romford/Cranham
10	Brunswick Court	Romford/Cranham
11	Chippenham Road, Farnham Road, Hilldene Avenue	Harold Hill/Gidea Park
12	Delta TMO Estate	Harold Hill/Gidea Park

- 2.1.3 The priority sites are those which comprise the Sample Package Scheme of 4 sites (divided into 3 Developments) which will consist of:

<b>Sample Package Scheme Sites</b>		
<b>Ref.</b>	<b>Site</b>	<b>Development</b>
1	Waterloo Estate	Development 1
2	Queen Street	
3	Napier House and New Plymouth House	Development 2
4	Serena, Solar and Sunrise	Development 3

- 2.1.4 In connection with the delivery of these and other future housing schemes, the partner will be required to provide services including master planning; strategic development consultancy advice; environmental consultancy advice; technical and building services; architectural design; urban design and landscaping; physical construction and development; land assembly; possible refurbishment of assets and marketing and disposal of development assets.

- 2.2 The Project's key needs and requirements are set out in:

- 2.2.1 the Contracts referred to in **Appendix 5 (Contracts)**;
- 2.2.2 the Memorandum of Information; and
- 2.2.3 all other documents on the portal should also be referred to in order to gain an overview of the Project's needs and requirements.

2.3 These documents are included in the Concession Documents available electronically through Capital e-sourcing  
<https://www.capitalesourcing.com/web/login.shtml>

### 3 TIMEFRAME AND PROCESS

#### Indicative Project Timeframe

3.1 The table below sets out the key dates in the procurement process. At this stage, the timetable is subject to confirmation and the Authority reserves the right to amend this indicative timeframe as the project progresses.

Indicative Date	Stage
24.11.2017	End of Competitive Dialogue stage and issue of Invitation to Submit Final Tenders (“ISFT”).
24.11.2017 – 04.12.2017	Period for remaining bidders to finalise tenders.
29.11.2017 17:00 hours	Deadline for ISFT clarification questions from shortlisted bidders
<b>07.12.2017 13:00 hours</b>	<b>Deadline for return of Final Tenders.</b>
07.12.2017 – 18.12.2017	Clarifications and evaluation of Final Tenders.
18.12.2017 – 17.01.2018	Authority internal approval process for Preferred Bidder appointment. Period for confirming commitments of the Preferred Bidder’s Final Tender and finalising the terms of the contract and the Authority’s internal approvals for reaching a contract award decision and referral onto Full Council for the funding arrangements.
17.01.2017	Notification to Cabinet of the Authority’s final contract award decision in respect of the Preferred Bidder.
25.01.17	Issue of contract award notifications and debriefing information to unsuccessful participants commencing the 10-day standstill period.
6.02.2018	Expiry of standstill period.

<i>To be confirmed</i>	Contract close with successful Bidder.
<i>To be confirmed</i>	Appointed provider to start on the property development

## Members Agreement and Draft Development Agreement

- 3.1.1 A final mark-up of the Members Agreement and Draft Development Agreement is required to be submitted as part of the Final Tenders and such final mark-up should reflect the positions agreed with the Authority at the conclusion of the dialogue stage.

## Concession Documents

- 3.2 The Concession Documents consist of:

- 3.2.1 The Concession Notice
- 3.2.2 The Selection Questionnaire
- 3.2.3 The Memorandum of Information
- 3.2.4 The Heads of Terms
- 3.2.5 The Invitation to Participate in Dialogue
- 3.2.6 LBH Final Tender Summary Sheets Financial Proforma
- 3.2.7 Programme and meeting dates
- 3.2.8 Site specific briefs
  - a. Napier and New Plymouth site brief
  - b. Solar Serena Sunrise site brief
  - c. Waterloo Estate and Queen Street site brief
- 3.2.9 Red line plans
  - a. Napier and New Plymouth redline plan
  - b. Serena Solar Sunrise redline plan
  - c. Waterloo redline plan

Additional documents made available at this ISFT stage include:

- 3.2.10 Draft Members Agreement
- 3.2.11 Draft Development Agreement  
Draft Development Management Agreement
- 3.2.12 Benchmark Specification (*LB Havering Specification for Regeneration Scheme 8th Sept 2017*)
- 3.2.13 Clarification log

Bidders should note that the Members Agreement and Development Agreement have been subject to further updates (including Schedules) during the competitive dialogue period.

- 3.3 These documents are included in the Concession Documents available electronically through Capital e-sourcing  
<https://www.capitalesourcing.com/web/login.shtml>

### **Final Tender Submission**

- 3.4 Bidders should present their responses as per the instructions below.
- All responses should be in English, text submitted in A4, with a font size of Arial 12 and any financial references should be in Pounds Sterling.
  - Completed responses should be signed by a partner or director of the Bidder.
  - Bidders are required to submit completed responses in electronic format only and submitted via <https://www.capitalesourcing.com/web/login.shtml>
  - The Authority reserves the right, at its discretion, to reject Bids delivered after the date and time specified. Please see **Appendix 1 (Important Notices)**.
  - The Authority reserves the right, at its discretion, to request clarifications in writing or further relevant information from any bidder after the submission of responses.

### **Ongoing Questions**

- 3.5 Any queries arising from this ISFT and the Concession Documents provided which may have a bearing on the Final Tender submissions to be made by Bidders should be raised.
- 3.6 All queries in relation to the ISFT stage of this procurement must be made via the clarifications process through <https://www.capitalesourcing.com/web/login.shtml> by no later than **29<sup>th</sup> November 2017 at 17:00 hours**. The Authority reserves the right not to respond to clarifications in respect of the ISFT stage submitted after this period.
- 3.7 Where the Authority considers that questions are material to the procurement process and the fullest understanding of its objectives, these questions and their subsequent replies will be disseminated to all Bidders. The Authority will keep confidential all information relating to its dialogue in relation to Bidders' proposals and will not share this information with any other Bidder.
- 3.8 Bidders should note, in relation to all responses to questions that the Authority and its advisers offer no guarantee that such information in response to questions will be made available at this stage and are not warranting the accuracy of any responses.

### **Confidentiality and Freedom of Information**

- 3.9 The Authority acknowledges the need during the competitive dialogue to treat Bidder's solutions confidentially. If during the process any questions asked of or information provided to the Authority is considered by the Bidder to be confidential, the request must be clearly marked "in confidence – not to be circulated to other



bidders” and Bidders must set out the reason(s) for the request for non-disclosure to other Bidders.

- 3.10 The Authority will consider such requests and will act reasonably as regards the protection of commercially sensitive information relating to the Bidders but will have sole discretion as to such disclosure, subject to complying with the Authority’s duties under the Freedom of Information Act (2000) and the Environmental Information Regulations (2004).

### **Return of Certificates**

- 3.11 The Authority requires Bidders to make certain undertakings if they wish to remain in the competition. These undertakings include signing the following documents, which must be completed and submitted by uploading electronically via <https://www.capitalesourcing.com/web/login.shtml> at Final Tender stage. Copies of the certificates are provided in **Appendix 7**

- Certificate of Non-Canvassing
- Certificate of Non-Collusive Tendering

## 4 EVALUATION

This section sets out the evaluation criteria and selection process against which Final Tenders will be assessed.

Bidders are required to respond to each of the questions set out in **Appendix 2 (Quality Questions)** and complete in full the requirements in **Appendix 4 (Financial Submission)** for the Final Tender Submission.

### 4.1 Compliance

4.1.1 Prior to carrying out the detailed scoring of Bids, an assessment of the Bidders' responses to the Bid deliverables at each stage of the procurement will be made to ensure that sufficient information at the required standard has been provided as requested. Bids which are substantially incomplete or which are non-compliant with the requirements set out in this ISFT may be rejected.

4.1.2 The Authority reserves the right to call for information from Bidders to amplify and clarify their Bid responses.

### 4.2 Evaluation Methodology

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

### 4.3 Evaluation Criteria and Weightings

4.3.1 The evaluation criteria and weightings that will be applied by the Authority for the Final Tender evaluation of the competitive dialogue procedure are shown in **Table 1** below.

4.3.2 The detailed evaluation criteria (and sub-criteria) and weightings that will be applied by the Authority when evaluating the Final Tender are shown in **Table 2** below.

4.3.3 The Authority reserves the right to update and refine the quality questions (**Appendix 2**) and sub-criteria as well as the Financial Evaluation approach, methodology and sub-criteria (**Appendix 3 and Appendix 4**) for the ISFT stage of the Competitive Dialogue process.

### 4.4 Scoring

4.4.1 In this competitive dialogue competition process, the Bids will be assessed on the basis of the most economically advantageous tender.

4.4.2 The scoring of Bids will be based on a detailed analysis of the responses in for criteria in accordance with the methodology below.

#### Quality Criteria

4.4.3 In relation to the Quality criteria (and sub-criteria) each question will be scored in application of the following scoring scale:

<b>QUALITY SCORING SCALE</b>	
<b>Score</b>	<b>Commentary</b>
0	Very weak or no answer
1	Weak – well below expectations
2	Poor - well below expectations
3	Poor - below expectations
4	Satisfactory but slightly below expectations
5	Meets expectations
6	Slightly exceeds expectations
7	Good - well above expectations
8	Very good
9	Outstanding
10	Exceptional

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

4.4.5 The Quality Criteria (Criteria 1 to 6 and sub-criteria questions) remain the substantially the same at ISFT as they did at ITCD although there have been some minor amendments. Bidders should review the details of this ISFT in finalising their Bids. The Authority is expecting Bidders to submit their revised proposals that have been developed through the final stage of dialogue.

4.4.6 In responding to the Quality Criteria bidders are encouraged to make their responses specific to this venture and to the London Borough of Havering. This is the final opportunity for Bidders to put forward specific proposals as to how they will deliver this venture.

## Legal & Commercial Criteria

*Bidders should note that the Legal & Commercial Criteria has been adapted and updated from the ITCD to take into account of the evaluation of proposals and commitments as well as amendments to the contractual documents.*

4.4.7 Evaluation of all amendments to the contractual documents consisting of:

- Draft Members Agreement
- Draft Development Agreement
- Draft Development Management Agreement
- Build Licence (or alternatively a building lease proposed by the Bidder which should aim to reflect the risk transfer of the Build Licence)

proposed in a Bidder's submission shall take into account the overall impact of a number of factors including:

- (i) the degree of acceptance of the terms of the contractual documents and where amendments are made to the terms whether the allocation of risk in respect of the project is beneficial or detrimental to the Authority; and
- (ii) where proposals and commitments are put forward in respect of the contractual documents whether it is beneficial or detrimental to the Authority.

4.4.8 The assessment of the contractual documents will be given a raw score of between zero and five, this raw score will then be applied to the weighting for the Legal & Commercial Criteria.

4.4.9 Amendments, proposals and commitments will be evaluated and allocated a score by reference to the degree to which such provisions conform to the provisions of the contract and the risk allocation reflected therein as well the overall benefit or detriment of the overall response.

4.4.10 A Bidder's score may result from a single amendment, proposal and/or commitment or a combination of amendments, proposals and/or commitments as to its assessed overall impact.

4.4.11 The scoring methodology is set out below.

<b>LEGAL &amp; COMMERCIAL SCORING SCALE</b>	
<b>Score</b>	<b>Meaning</b>
5	<p><b>Amendments, proposals and commitments overall giving rise to added value for the Authority:</b> proposed amendments, proposals and commitments are overall very or wholly advantageous to the Authority and will bring significant benefits to the Authority with persuasive reasoning and identification of benefits provided to support derogations.</p>

4	<b>Amendments, proposals and commitments overall moderately advantageous for the Authority:</b> proposed amendments, proposals and commitments are overall moderately advantageous to the Authority with reasoning & identification of benefits provided to support derogations.
3	<b>Amendments, proposals and commitments overall meets expectations:</b> the submission contains no or minor amendments with reasoning & identification of benefits provided to support derogations and this combined with the impact of proposals and commitments overall meets expectations.
2	<b>Amendments, proposals and commitments overall moderately disadvantageous for the Authority:</b> amendments do not meet the Authority's required risk position and are of moderate disadvantage to the Authority due to the number and/or seriousness of the derogations proposed and this combined with the impact of proposals and commitments is overall moderately disadvantageous to the Authority.
1	<b>Amendments, proposals and Commitments overall detrimental to the Authority:</b> amendments that do not meet the Authority's required risk position and are of major disadvantage to the Authority due to the number and/or seriousness of the derogations proposed and this combined with the impact of proposals and commitments is overall disadvantageous to the Authority.
0	<b>Amendments, proposals and Commitments overall significantly detrimental to the Authority:</b> amendments that do not meet the Authority's required risk position and are of major disadvantage to the Authority due to the number and/or seriousness of the derogations proposed and this combined with impact of proposals and commitments is overall significantly disadvantageous to the Authority.

4.4.12 The Authority reserves the right to disqualify any Bidder that scores 1 or below in the Legal & Commercial Scoring Scale for this element of their tender. A score of 1 or below would potentially place the Authority in a significant position of risk so this has been set as a threshold below which a bid may be deemed non-compliant.

#### **Financial Criteria**

4.4.13 The financial criteria will be scored by applying the methodology set out in **Appendix 3 (Financial Criteria Evaluation Methodology)** in respect of the financial proposals to responses provided by Bidders in their Financial Submissions in the format set out in **Appendix 4 (Financial Submissions)**.

**Table 1: Evaluation Criteria and Weightings for the Final Tender Evaluation Stage**

No.	Criteria	Weighting for Final Tender Evaluation (ISFT Stage)
1	Partnering	20%
2	Construction Programme Delivery	10%
3	Market Positioning	10%
4	Sample Package Scheme Development Proposals	20%
5	Additional Sites	2.5%
6	Social Value	7.5 %
7	Legal & Commercial	10%
8	Financial Proposals	20%

**Table 2: Detailed Criteria and Weightings for Final Tender Evaluation**

No.	Criteria	Criteria Weighting	Level 1 Sub-Criteria	Evaluation	Level 1 Sub-Criteria Weighting
1	<b>Partnering</b>	20%	Q.1.1 Joint Venture Leadership Management and Partnership Working	Scored 0-10	10%
			Q.1.2 Joint Venture Resourcing	Scored 0-10	10%
2	<b>Construction Programme Delivery</b>	10%	Q.2.1 Supply-Chain Selection, Co-ordination and Management	Scored 0-10	2.5%
			Q.2.2 Construction Project Management	Scored 0-10	2.5%
			Q.2.3 Construction Health and Safety Approach and Measures	Scored 0-10	2.5%
			Q.2.4 Minimising Construction Energy, Water and Waste	Scored 0-10	2.5%
3	<b>Market Positioning</b>	10%	Q.3.1 Market Positioning	Scored 0-10	10%
4	<b>Sample Package Scheme Development Proposals</b>	20%	Q.4.1 Development 1 Outline Master-Plan and Housing Design	Scored 0-10	5%
			Q.4.2 Development 2 Outline Master-Plan and Housing Design	Scored 0-10	5%
			Q.4.3 Development 3 Outline Master-Plan and Housing Design	Scored 0-10	5%
			Q.4.4 Sample Package Scheme Development Proposals - Stakeholder Engagement and Communication	Scored 0-10	2.5%
			Q.4.5 Sample Package Scheme Development Proposals – Construction Programme Plans	Scored 0-10	2.5%
5	<b>Additional Sites</b>	2.5%	Q.5.1 Additional sites	Scored 0-10	2.5%
6	<b>Social Value</b>	7.5%	Q.6.1 Social Value Proposal	Scored 0-10	7.5%
7	<b>Legal &amp; Commercial</b>	10%	Q.7.1 Legal Documents Response	Scored 0-5	10%
8	<b>Financial Proposals</b>	20%	Q.8.1 Financial Model and Commentary (see Appendix 3 and Appendix 4)	Scored (see Appendix 3 and 4)	20%

## APPENDIX 1

### IMPORTANT NOTICES

#### 1 CONFIDENTIALITY

- 1.1 The procurement process may involve the Authority providing Confidential Information to the Bidders. The Bidders shall at all times:
  - 1.1.1 treat all Confidential Information as confidential;
  - 1.1.2 not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
  - 1.1.3 not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Bid in relation to the Project ("Bid"); and
  - 1.1.4 comply with the provisions of paragraph 6 below (which contains restrictions on publicity activity within any section of the media or similar)
- 1.2 Bidders shall procure that, if it is a Consortium, each Consortium Member who receives any of the Information is made aware of, and complies with, the confidentiality obligations in this section.
- 1.3 Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, subcontractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
  - 1.3.1 this is done for the sole purpose of enabling a Bid to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this ISFT; or
  - 1.3.2 the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Information
- 1.4 The Authority may disclose detailed information relating to Bids to the Authority's members, directors, officers, employees, agents or advisers and they may make the key Bid documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisers.
- 1.5 The Authority also reserves the right to disseminate Information that is materially relevant to all Bidders (even in the event that the Information has only been requested by one Bidder), subject to the duty to protect any Bidder's commercial confidence in its Bid. It is the responsibility of the Bidder to avoid such disclosure by stating in writing to the Authority that the request is clearly marked "Commercial in confidence - not to be circulated to other Bidders" and the Bidder must set out a proper and relevant reason or reasons for the request for non-disclosure to other Bidders.
- 1.6 The Authority reserves the right to:



- 1.6.1 provide general information about the successful SQ submissions to unsuccessful applicants in order to provide debriefing information in accordance with principles under EU procurement rules;
  - 1.6.2 provide information about successful Bid(s) to unsuccessful bidders as part of debriefing obligations under Regulation 40 of the Concession Contracts Regulations 2016 (including but not limited to the financial or price score of the successful Bid(s));
  - 1.6.3 provide information about the winning tender to unsuccessful bidders as part of debriefing obligations during the standstill period in accordance with Regulation 47 of the Concession Contracts Regulations 2016 (including but not limited to the financial or price score of the successful tender);
  - 1.6.4 publish information in the Official Journal of the European Union (OJEU) in accordance with Regulation 32 Concession Contracts Regulations 2016 concerning any contract awarded (including but not limited to the value of any contract awarded).
- 1.7 The Authority will act reasonably as regards the protection of commercially sensitive information relating to the Bidder, subject to the Authority's duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see below).

## **2 FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004**

- 2.1 The Authority is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by the Authority in response to a request under either the Act or the EIR (a "Request").
- 2.2 In making any submission during this procurement process, each Bidder acknowledges and accepts that information contained therein may be disclosed by the Authority under the Act or EIR without consulting the Bidder, although the Authority will endeavour to consult with the Bidder and consider its views before doing so.
- 2.3 If Bidders consider that any information made available to the Authority is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to the Authority is marked commercially sensitive, the Authority shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked "confidential" or equivalent by Bidders does not bind the Authority to any duty of confidence by virtue of that marking.
- 2.4 Exemptions to disclosure pursuant to a Request do exist and the Authority reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you are unsure as to the Authority's obligations under

the Act or EIR regarding the disclosure of sensitive information please seek independent legal advice.

### **3 CONFLICTS**

- 3.1 The Authority requires all actual or potential conflicts of interest to be declared and resolved to the Authority's satisfaction during the dialogue stage and prior to the delivery of a Bidder's Final Tender submission. Failure to declare such conflicts (including new conflicts which may arise during the competition) and/or failure to address such conflicts to the reasonable satisfaction of the Authority could result in a Bidder being disqualified at the sole discretion of the Authority.

### **4 CANVASSING AND NON-COLLUSION**

- 4.1 The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder or Consortium Member (as the case maybe) may attract) any Bidder or Consortium Member who (or its directors or any other person who has powers of representation, decision or control of the Bidder or Consortium Member), in connection with this ISFT:
- 4.1.1 offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ISFT;
  - 4.1.2 does anything which would constitute the offence of within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;
  - 4.1.3 does anything which would constitute the offence of bribery, where the offence relates to active corruption;
  - 4.1.4 does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
  - 4.1.5 canvasses any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ISFT;
  - 4.1.6 contacts any officer of the Authority prior to financial close about any aspect of the ISFT in a manner not permitted by this ISFT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
  - 4.1.7 fixes or adjusts the amount of his Bid by or in accordance with any agreement or arrangement with any other Bidder or Consortium Member of any other Bidder (other than its own Consortium Members or supply chain);
  - 4.1.8 enters into any agreement or arrangement with any other Bidder (or Consortium Member of any other Bidder) to the effect that it shall refrain from making a Bid or as to the amount of any Bid to be submitted;
  - 4.1.9 causes or induces any person to enter such agreement as is mentioned in either paragraph 8.1.7 or 8.1.8 or to inform the Bidder (or a Consortium

Member of the Bidder) of the amount or approximate amount of any rival Bid;

- 4.1.10 canvasses any person connected with this ISFT who is not one of its own Consortium Members or one of its own team;
  - 4.1.11 offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid (or proposed Bid) any act or omission;
  - 4.1.12 communicates to any person other than the Authority the amount or approximate amount of his proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Bid);
  - 4.1.13 enters into any agreement with any other Bidder (or a Consortium Member of any other Bidder) aimed at distorting the outcome of the competition;
  - 4.1.14 undertakes to unduly influence the decision-making process of the Authority; or
  - 4.1.15 undertakes to obtain confidential information that could confer upon an undue advantage in the award of the contract.
- 4.2 Bidders will be required to complete and submit certificates of non-collusion and non-canvassing at the Final Tender submission stage.

## **5 INTELLECTUAL PROPERTY**

- 5.1 This ISFT (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except in relation to the preparation of a Bid.
- 5.2 All documentation supplied by the Authority in relation to this ISFT (and all Procurement Documents) is and shall remain the property of the Authority and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Bid.

## **6 PUBLICITY**

- 6.1 Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after financial close, any publicity activity with any section of the media in relation to the Project other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

## **7 LIABILITY OF THE AUTHORITY AND ITS ADVISERS**

- 7.1 In the Concession Documents, "the Authority" includes all or any of the Authority and its members, officers and Advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person.
- 7.2 The Concession Documents have been prepared by and on behalf of the Authority for the purposes of:
- 7.2.1 providing an application procedure for individuals or organisations interested in tendering for the Project; and
  - 7.2.2 to assist persons interested in tendering for the Project role in making their own evaluation of the potential opportunity
- 7.3 The Concession Documents are intended only to provide a background explanation of the Project and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The Concession Documents do not purport to have been independently verified. The Concession Documents should not be relied on as an investment recommendation of the Project made by the Authority to the potential contractor.
- 7.4 The Authority and its Advisers:
- 7.4.1 do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Concession Documents provided. Any persons considering entering into a contractual relationship with the Authority should make their own investigations and independent assessment of the Authority and its requirements for this scheme and should seek their own professional technical, financial and legal advice; and
  - 7.4.2 exclude all liability for any loss or damage (whether caused by contract, tort (including negligence), misrepresentation or otherwise) (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Concession Documents and/or arising as a result of reliance on the information in the Concession Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.
- 7.5 Only the express terms of any written contract relating to the Project (as and when it is executed) shall have any contractual effect in connection with this Project.
- 7.6 The publication of the Concession Documents in no way commits the Authority to award any contract to deliver the Project. The Authority reserves the right to vary or change all or any part of the procedures for the procurement process at any time or not to proceed with the procurement.
- 7.7 For the purposes of the procurement, all Advisers referred to in this document are acting exclusively as the advisers to the Authority and will not be responsible or owe any duty of care to anyone other than the Authority.

## **8 PROVISION OF FURTHER INFORMATION TO BIDDERS PRIOR TO MAKING A BID**

- 8.1 The Authority is relying on the information provided by Bidders during the procurement process (including but not limited to Bids and SQ submissions). If, at any time during this procurement process there are any material changes to that information, the Bidder must advise the Authority as soon as practicable (even if this is prior to the submission of a Bid). Upon receipt of such information, the Authority shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder if necessary, as a result of that process.

## **9 BIDDING PROCESS AND COSTS**

- 9.1 The Authority reserves the right at any time:
- 9.1.1 to require a Bidder and/or its Consortium Members to clarify their Bid(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
  - 9.1.2 to reduce the number of Bidders in the procurement process
  - 9.1.3 to amend the terms and conditions of the procurement process;
  - 9.1.4 not to consider Bids other than those specified;
  - 9.1.5 to negotiate with one or more of the Bidders during the competitive dialogue to obtain arrangements which best meet its requirements;
  - 9.1.6 to issue amendments or modifications to the ISFT;
  - 9.1.7 to alter the timetable to contract award;
  - 9.1.8 to cancel or withdraw from the tender process at any stage; and
  - 9.1.9 not to award a contract.
- 9.2 All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Bids and participation in this and all future stages of this procurement. Under no circumstances will the Authority be liable for any costs or expenses borne by Bidders or any of its supply chain, partners or advisers in this procurement process.

## **10 THE AUTHORITY'S RIGHT TO REJECT BIDS**

- 10.1 The Authority reserves the right to reject or disqualify a Bidder and/or any of its Consortium Members at any time during the procurement procedure where:
- 10.1.1 a Bid is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Authority's submission requirements which have been notified to the relevant Bidder;
  - 10.1.2 the Bidder and/or any of its Consortium Members are unable to satisfy the terms of Regulation 38(8) to 38(25) of the Concession Contracts Regulations 2016 at any stage during the tender process;
  - 10.1.3 the Bidder and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process (including but not limited to the SQ selection stage of the competition);

- 10.1.4 the Bidder and/or its Consortium Members contravene any of the terms and conditions of this ISFT; or
- 10.1.5 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Consortium Members.
- 10.2 The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Bidder may attract.
- 10.3 The Authority reserves the right to require Bidders at any moment during the procurement procedure to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the procurement procedure for the purposes of:
  - 10.3.1 establishing the absence of grounds for exclusions under Regulation 38 (8) to 38(25) of the Concession Contracts Regulations 2016; and/or
  - 10.3.2 establishing whether the Bidder meets (or continues to meet) the relevant SQ selection criteria relating to economic and financial standing; and/or technical and professional ability; and/or
  - 10.3.3 establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for reducing the number of Bidders being invited to the Competitive Dialogue tender stages of the competition.
- 10.4 Furthermore, before awarding the contract, the Authority reserves the right to require the Preferred Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of:
  - 10.4.1 establishing the absence of grounds for exclusions under Regulation 38 (8) to 38 (25) of the Concession Contracts Regulations 2016; and/or
  - 10.4.2 establishing the continued fulfilment of the SQ stage selection criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).

## **11 BIDDER CHANGES TO CONSORTIUM MEMBERSHIP**

- 11.1 The Consortium Members of any Bidder and the principal relationships between Consortium Members may not be changed in relation to this procurement process unless the Authority's prior consent has been given, and subject to:
  - 11.1.1 any replacement Consortium Member being satisfactorily pre-qualified by the Authority; and
  - 11.1.2 any other condition which the Authority may specify having been met.
- 11.2 The Authority reserves the right, at its absolute discretion, to refuse to allow any change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.

- 11.3 The Authority reserves the right, at its absolute discretion, not to consider any Bid where there is a change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.

## **12 GOVERNING LAW**

- 12.1 All negotiations will be conducted, and all documents and Bids will be prepared, in the English language. The negotiations and all subsequent contracts negotiated will be subject to English law and the exclusive jurisdiction of the English courts.

## **13 ACCEPTANCE OF BIDS**

- 13.1 Bidders are reminded that no offer or Bid is deemed accepted until the relevant contractual documents have been duly signed on behalf of the Authority, the successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Authority, whether prior to or after the commencement of the ISFT stage, up to and including any notification of the Preferred Bidder award decision commencing the standstill period, shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
- 13.2 Please note that only the express terms of any written contract which is finally agreed between the Authority and the successful Bidder and which is duly declared unconditional shall have any contractual effect.

## APPENDIX 2

### QUALITY AND FINANCIAL QUESTIONS BIDDERS ARE REQUIRED TO ANSWER AT THE FINAL TENDER SUBMISSION STAGE

#### 1. PARTNERING

<b>Criteria 1 – Partnering</b>
<b>Q.1.1 – Joint Venture Leadership Management and Partnership Working (Scored 0-10)</b>
<p>Clear accountability and key personnel availability are key criteria for a successful partnership working.</p> <p>Please outline your leadership and management structure including proposed JV Board Directors and the senior management team operating the JV.</p> <p>The key points of contact, and roles and responsibilities for individuals proposed (including an Organogram and CVs of key personnel setting out their relevant experience) should be included as part of your response.</p> <p>The Authority is seeking a JV partner that will deal with issues in a proactive and responsive manner with a single point of contact for operational delivery and accountability. Should issues arise during the joint venture please outline your lines of escalation and availability which demonstrate accountability and commitment to resolving issues.</p> <p><i>There are no word limits to the Final Tender responses to this question.</i></p>

<b>Criteria 1 – Partnering</b>
<b>Q.1.2 – Joint Venture Resourcing (Scored 0-10)</b>
<p>The JV staffing and resource plan should be submitted to set out the staffing and resourcing to be provided by the Partner; resource that would have to be externally sourced through the Partner's supply chain; as well as any resource that the Authority would be expected to provide towards achieving the optimal resourcing structure. This may involve both specific resources to be put in place as well as resourcing methodology and approach to secure support to meet the needs of the JV.</p> <p>The resource plan for the JV should seek to demonstrate that the Partner has a proposal with robust capacity, competency and management structures to deliver the range of services and objectives as defined below whilst being balanced with efficiency and adaptability in meeting demand.</p> <p>The resource plan should address the following range of services and objectives:</p> <ul style="list-style-type: none"><li>• design</li><li>• planning</li><li>• marketing sales &amp; sales</li><li>• supply-chain procurement</li><li>• development and construction management function</li><li>• finance and treasury management</li></ul> <p><i>There are no word limits for the Final Tender responses to this question.</i></p>



## 2. CONSTRUCTION PROGRAMME DELIVERY

<b>Criteria 2 – Construction Programme Delivery</b>
<b>Q.2.1 – Supply-Chain Selection, Co-ordination and Management (Scored 0-10)</b>
<p>The partnership will involve delivering construction at multiple sites over the duration of the joint venture.</p> <p>Please provide details of how you will appoint, manage and co-ordinate the construction supply-chain to deliver development across the sites that will demonstrate:</p> <ul style="list-style-type: none"> <li>• Processes for effective needs assessment and planning of supply-chain requirements</li> <li>• High quality standards in the contractors and suppliers appointed for site developments and across the development programme</li> <li>• Efficiencies in your procurement approach to deliver initial and ongoing value for money for each site development and across the development programme</li> <li>• Effective monitoring, reporting and management of supply-chain performance. Cost-control and quality assurance</li> <li>• Rigorous inspection regimes, sub-contractor induction, monitoring and vetting, the supply chain's ability to deliver resilience and contingency measures.</li> <li>• Processes in place to ensure supply-chain resilience and contingency measures</li> <li>• Communications, logistics and management processes to be able to effectively co-ordinate the supply-chain to deliver the site programmes to timetable.</li> </ul> <p><i>There are no word limits for the Final Tender responses to this question.</i></p>

<b>Criteria 2 - Construction Programme Delivery</b>
<b>Q.2.2 – Construction Project Management (Scored 0-10)</b>
<p>The construction phases of site development will require the Partner to provide effective construction project management. This should demonstrate day to day accountability for on-site process for scheme progress and managing project risks.</p> <p>Please outline your processes and procedures that your day-to-day project manager will put in place to keep the Authority informed on a regular basis.</p> <p>Should issues arise during the construction stages please outline your lines of escalation and availability which demonstrate accountability and commitment to resolving issues.</p> <p>Your response provided should seek to demonstrate:</p> <ul style="list-style-type: none"> <li>• proactive approach to managing delivery and issues arising</li> <li>• manage day to day operational delivery effectively</li> <li>• reporting systems and client engagement mechanisms you propose to adopt to ensure that the Authority is made aware at the earliest opportunity of relevant issues or problems affecting programme, cost or quality</li> </ul> <p><i>There are no word limits for the Final Tender responses to this question.</i></p>

<b>Criteria 2 - Construction Programme Delivery</b>
<b>Q.2.3 Construction Health and Safety Approach and Measures (Scored 0-10)</b>
<p>Please provide details of the approach and measures you will implement to ensure effective health and safety measures are put in place for the protection of contractor staff and the public during construction.</p> <p>Your response should seek to demonstrate:</p> <ul style="list-style-type: none"> <li>• your approach to contingency advance planning to prepare for health and safety hazards, incidents and emergencies which may occur on site</li> <li>• how you assess and identify for each site health and safety risks (and possible emerging risk on an on-going basis) in operating in the site and resource appropriate measures accordingly;</li> <li>• Your communications plan in respect of emerging or actual health and safety incidents which enables your organisation to respond promptly to the health and safety issues; mobilise and co-ordinate contingencies measures; and to keep the Authority informed.</li> <li>• Your strategy and methodology in dealing with arising incidents on site in order to ensure health and safety incidents do not impact on the overall project timescales.</li> </ul> <p><i>There are no word limits for the Final Tender responses to this question.</i></p>

<b>Criteria 2 - Construction Programme Delivery</b>
<b>Q.2.4 Minimising Construction Energy, Water and Waste (Scored 0-10)</b>
<p>Please provide details of your approach and measures that you will implement to minimise the amount of energy, water and waste produced in delivering the programme of construction under the joint venture. Your response should describe measures in relation to performing construction services for the Authority as well as materials used during construction.</p> <p><i>There are no word limits for the Final Tender responses to this question.</i></p>

### 3. MARKET POSITIONING

#### Criteria 3 – Market Positioning

##### Q.3.1 –Market Positioning (Scored 0-10)

Please provide your approach to Sales & Marketing across the programme of sites. Your response should include details of:

- Your approach and methodology for assessing demand for types of homes in each area
- Examples of specific design approaches and place-making interventions you consider appropriate for inclusion in these development sites
- Your analysis of growth / value uplift opportunities across the 12 sites
- How you will co-ordinate with other advisors and intermediaries to support and facilitate the transfer of assets
- How you will maximise value for the sale of developed assets
- The marketing you propose to carry out for the development to secure potential purchasers
- The resourcing you propose to deploy to deliver that plan
- Your projected rate of sale and reasons supporting those projections
- Your strategy for maximising value from sales and reasons supporting the effectiveness of that approach

*There are no word limits for the Final Tender responses to this question.*

## 4. SAMPLE PACKAGE SCHEME DEVELOPMENT PROPOSALS

### Criteria 4 – Sample Package Scheme Development Proposals

#### Q.4.1 Development 1 Outline Master-Plan and Housing Design (Scored 0-10)

Please provide a design and planning submission for Development 1 (comprising of the Waterloo Estate site and the Queen Street site) to include:

1. Identification and illustration of key site constraints and opportunities impacting on the location, form, type and quantum of development
2. Diagrams, plans and images to illustrate:
  - Overall approach to site layout
  - Access and connectivity
  - Parking
  - Landscape / Public realm
  - Built form
  - Massing and height
  - Key views
  - Precedent images for elevational treatments (representative of your approach to this site)
3. Commentary on residential mix, specification, target market
4. Proposals to amend/modify/improve the baseline position (set out in the design brief) including quantum and tenure mix
5. Planning opportunities and constraints
6. Summary accommodation schedule with tenure, building types, gross and net residential areas
7. Plan to increase local biodiversity with planting and wildlife areas in developing the sites.

NB Please refer to benchmark specifications supplied with this ISFT

*There are no word limits for the Final Tender responses to this question.*

<b>Criteria 4 – Sample Package Scheme Development Proposals</b>
<b>Q.4.2 Development 2 Outline Master-Plan and Housing Design (Scored 0-10)</b>
<p>Please provide a design and planning submission for Development 2 (comprising of the Napier House and New Plymouth House site) to include:</p> <ol style="list-style-type: none"> <li>1. Identification and illustration of key site constraints and opportunities impacting on the location, form, type and quantum of development</li> <li>2. Diagrams, plans and images to illustrate: <ul style="list-style-type: none"> <li>• Overall approach to site layout</li> <li>• Access and connectivity</li> <li>• Parking</li> <li>• Landscape / Public realm</li> <li>• Built form</li> <li>• Massing and height</li> <li>• Key views</li> <li>• Precedent images for elevational treatments (representative of your approach to this site)</li> </ul> </li> <li>3. Commentary on residential mix, specification, target market</li> <li>4. Proposals to amend/modify/improve the baseline position (set out in the design brief) including quantum and tenure mix</li> <li>5. Planning opportunities and constraints</li> <li>6. Summary accommodation schedule with tenure, building types, gross and net residential areas</li> <li>7. Plan to increase local biodiversity with planting and wildlife areas in developing the site.</li> </ol> <p>NB Please refer to benchmark specifications supplied with this ISFT</p> <p><i>There are no word limits for the Final Tender responses to this question.</i></p>

<b>Criteria 4 – Sample Package Scheme Development Proposals</b>
<b>Q.4.3 Development 3 Outline Master-Plan and Housing Design (Scored 0-10)</b>
<p>Please provide a design and planning submission for Development 3 (comprising of the Serena, Solar and Sunrise site) to include:</p> <ol style="list-style-type: none"> <li>1. Identification and illustration of key site constraints and opportunities impacting on the location, form, type and quantum of development</li> <li>2. Diagrams, plans and images to illustrate: <ul style="list-style-type: none"> <li>• Overall approach to site layout</li> <li>• Access and connectivity</li> <li>• Parking</li> <li>• Landscape / Public realm</li> <li>• Built form</li> <li>• Massing and height</li> <li>• Key views</li> <li>• Precedent images for elevational treatments (representative of your approach to this site)</li> </ul> </li> <li>3. Commentary on residential mix, specification, target market</li> </ol>

4. Proposals to amend/modify/improve the baseline position (set out in the design brief) including quantum and tenure mix
5. Planning opportunities and constraints
6. Summary accommodation schedule with tenure, building types, gross and net residential areas
7. Plan to increase local biodiversity with planting and wildlife areas in developing the site.

Please note that the entirety of this site will be retirement accommodation.

NB Please refer to benchmark specifications supplied with this ISFT

*There are no word limits for the Final Tender responses to this question.*

#### **Criteria 4 – Sample Package Scheme Development Proposals**

##### **Q.4.4 Stakeholder Engagement and Communication (Scored 0-10)**

Please provide details of the stakeholder engagement and consultation and communications plan you intend to put in place in relation to developing the Sample Package Scheme Development Proposals. Your response should provide a timetable and resourcing plan to carry out the consultation and programme of communications.

The proposals should set out:

- an effective plan to identify relevant Stakeholders in relation to the 3 Developments of the Sample Package Scheme and schedule accessible consultation opportunities for them to participate in
- the information that the consultation process would seek to identify relevant to the 3 Developments of the Sample Package Scheme and the reasons it is important for the successful delivery of the scheme
- how the consultation information will be collated, provided and presented to the Authority
- how you would work with the authority to address issues anticipated to result from the consultation exercise
- the communications programmes and events that would be deployed during and on completion of each and all of the 3 Developments of the Sample Package Scheme development to promote projects to Stakeholders and the community.

*There are no word limits for the Final Tender responses to this question.*

#### **Criteria 4 – Sample Package Scheme Development Proposals**

##### **Q.4.5 Programme (Scored 0-10)**

Please provide a high-level programme for the delivery of the Sample Package Scheme Development Proposals.

The Programme should:

- Show all key work stages for each of the 3 Developments
- Show all key milestones for each of the 3 Developments

The Programme should be supported by a commentary explaining how those key milestones are properly

resourced and deliverable to provide confidence that the Sample Package Scheme Development Proposals will be delivered on time. The commentary should also provide details of contingency and business continuity measures that will be put in place to ensure the resilience of the proposed programme.

*There are no word limits for the Final Tender responses to this question.*

## 5. ADDITIONAL SITES

<b>Criteria 5 – Sample Package Scheme Development Proposals</b>
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Q.5.1 Additional Sites Strategy (Scored 0-10)
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The joint venture commencement programme will be to deliver the development across the 12 initial sites. However, the joint venture will also need to have a strategy to seek and realise housing led development commercial opportunities beyond the development of these 12 initial sites.

Please provide details of your overview approach, business plan and strategy in relation to future opportunities within the Borough of Havering over the duration of the arrangements beyond the development of these 12 initial sites. This may include (but is not limited to) strategic review and financial appraisals of other existing Authority sites for commercial development as well as further potential land assembly and acquisition opportunities to be jointly invested in and realised through the Joint Venture.

*There are no word limits for the Final Tender responses to this question.*



## 6. SOCIAL VALUE

### Criteria 6 – Social Value

#### Q.6.1 Social Value Proposal (Scored 0-10)

The Partner will be operating within the Borough over the long term and will be expected to apply its skills and ability to contribute towards the strategic social and economic development and regeneration of the area.

The Authority is committed to delivery of social value linked to the development and regeneration of the sites. The Authority is looking to the Partner to drive benefits in terms of:

- Providing apprenticeships and other skills development, work experience and opportunity access programmes to be provided in the Borough to secure skills to support the delivery of development programme and leave a legacy of workforce investment. The details of commitments, the quality and duration of the training programmes and support proposed should be included.
- Offering curriculum support to schools with contractors sharing knowledge and expertise about their discipline.
- Creating supply chain opportunities for SMEs and social enterprises.
- Supporting initiatives like targeting hard to reach groups and offering training opportunities.
- Investing in delivering facilities such as libraries and leisure facilities to communities and making them available for community use.

The deliverability of your proposal may be illustrated by relevant examples of social value in past projects. The Authority will be assessing the quality of the proposal and also the number of clear formal commitments, inputs and outputs put forward.

*There are no word limits for the Final Tender responses to this question.*

## 7. LEGAL AND COMMERCIAL

### Criteria 6 – Legal & Commercial

#### Q.7.1 Contractual Documents Response

Bidders are required to submit a mark-up (with supporting commentary and reasoning to explain changes, proposals and commitments) to the contractual documents consisting of:

- the Members Agreement
- the Development Agreement
- the Development Management Agreement
- the Build Licence (or alternatively a building lease proposed by the Bidder which should aim to reflect the risk transfer of the Build Licence)

The response should also incorporate how the Bidder will address the issue covering the *Phasing or viable and less viable Sites* clarification (as set out in the Authority's clarification issued to Bidders on 2<sup>nd</sup> November) and this is to be evaluated as part of the overall holistic assessment of the Contractual Documents response. The relevant clarification is repeated below for reference.

The final mark-up submitted as part of the Final Tender should reflect the positions discussed with the Authority up to the conclusion of the dialogue stage.

Authority's clarification issued to bidders 2nd November:

#### **Phasing of viable and less viable Sites**

Bidders are aware that the Regeneration of all 12 Sites is dependent on Sites being "bundled" so that each Phase of Sites delivers a positive residual land value even if individual Sites would not do so, looked at in isolation. The three initial developments have been chosen for that reason and it will be necessary that later Phases will be bundled in the same way so that all 12 Sites can be delivered viably.

However, even if Sites are bundled in viable Phases, this does not of itself guarantee that all the Sites in a Phase will be completed. The worst case scenario is that the most viable Site(s) within a Phase are completed; there is a downturn in the market (or for any other reason the JV comes to an end) and the less viable Sites are not built. The Council, therefore, needs to be sure that all the Sites within a Phase are both started and completed in a timely manner.

Bidders should describe how they will address this issue covering the following areas in respect of phases of sites:

- In respect of the Sample Package Scheme involving the initial 4 Sites (over 3 Developments) what commitment can be given to ensuring a start of construction on each Site within a specified time period? The Council's requirement is that there will be no more than 6 months between the start on Site on the first and last Site within the initial Phase of Sites across the three initial Developments and bidder's proposals must comply with or improve upon this requirement.
- What commitments can be given to ensuring that all Sites within the Sample Package Scheme of the initial three Developments are completed, once started. This might include restrictions on how many Units on the viable Sites can be sold before practical completion of the less viable Sites
- What similar commitments can be given in relation to ensuring a start of construction of each Site within a defined time period for each future Phase "bundle" of Sites for the remaining 8 Sites?
- What sanctions the JV would suffer if the commitments referred to above are not met both in respect of the Sample Package Scheme and also in relation to each future Phase "bundles" of Sites for the remaining 8 Sites.
- What amendments to the legal documentation are proposed to incorporate the above to reflect commitments in respect of the Sample Package Scheme and also in relation to each future Phase "bundle" of Sites for the remaining 8 Sites.

## APPENDIX 3

### FINANCIAL CRITERIA EVALUATION METHODOLOGY

#### Criteria 8 Financial Proposals

For the Final Tender evaluation the Financial Proposal will be an assessment of the Form of Tender put forward by the Bidder in accordance with the requirements of Appendix 4.

The financial model will be assessed in terms of the robustness and credibility of the assumptions, and the financial offer being made. The following scoring methodology will be used to assess bids:

Criteria	Formula	Max Score	Bidder 1	Bidder 2	Bidder 3	Highest Offer
Robustness & Credibility	Evaluation	10.00	8.00	8.00	5.00	8.00
<b>Potential return to Council</b>	As submitted		<b>450,000</b>	<b>600,000</b>	<b>800,000</b>	<b>800,000</b>
<b>Weighted return to Council</b>	Return x Robustness Factor		<b>360,000</b>	<b>480,000</b>	<b>400,000</b>	<b>480,000</b>
<b>Total</b>	<b>Bidder Weighted Surplus to Council/Highest Weighted Surplus to Council x 20</b>		<b>15.00</b>	<b>20.00</b>	<b>16.67</b>	

The Authority is seeking financial offers that are considered to be deliverable, and therefore credibility and robustness will be scored 0-10 as follows:

ISFT FINANCIAL EVALUATION - ROBUSTNESS SCORING MATRIX		
SCORE	COMMENTARY	
	CONFIDENCE IN ASSUMPTIONS	RISK TO DELIVERABILITY
0	No information provided so unable to score	
1	Extremely low	Extremely high
2	Very low	Very high
3	Low	High

4	Moderately low	Moderately high
5	Moderate	Moderate
6	Moderately high	Moderately low
7	High	Low
8	Very high	Very Low
9	Extremely high	Extremely Low
10	Fully robust and credible	

## APPENDIX 4

### FINANCIAL SUBMISSION FORM OF TENDER

For the purposes of the Final Tender evaluation, the Financial Submission will consist of a business plan model for the three sample sites. Responses should comprise:

1. Please provide a **live financial model** in Excel format showing the financial appraisal of the three sample Developments (covering the 4 sites). The model should demonstrate all key elements including:

#### REVENUES

Residential Affordable (an average offer price of £172,000 per plot for the affordable rented units, and 40% of open market value (the sales receipt at point of sale) for any shared ownership units)

Residential Market

Non-residential uses

Ground rents

NB Please refer to benchmark specifications supplied with this ISFT (document titled *LB Havering Specification for Regeneration Scheme 8<sup>th</sup> Sept 2017*) in arriving at your scheme revenues

#### EXPENDITURES

Professional fees

CIL / S106 (at a fixed value to be confirmed by the Authority)

Construction broken down into buildings, externals, abnormals, OHP

Finance

#### PROGRAMME

Overall phasing

Site by site periods for pre-construction, construction and sales/lettings

Cashflow for each site and consolidated

#### OUTPUTS

Residual land value

Distribution of returns to the JV partners

#### SENSITIVITY ANALYSIS

Demonstrating scenarios where viability cannot be achieved

All business plan inputs should be on the basis of current values and current costs.

2. In addition to your own financial model we have provided a series of **summary sheets** that should be populated with data from your model. Instructions for completion of the summary sheets are included within the Excel file.

3. The Financial Model and Summary Sheets should also be accompanied by a **commentary** including explanation of your approach to:

- Key development appraisal assumptions
- The set up period of the Joint Venture
- An outline of how you intend to fund the Joint Venture
- The phasing of individual sites Balancing maximising development value and development output over the duration of the partnership including the market indicators and factors that would influence your choice of timing of the sequence of development of specific sites
- Achieving financing and sales efficiencies in the development site sequencing
- Integrating more commercially challenging sites or more difficult to develop sites into the programme as early as possible in a deliverable and financially sustainable way
- Your proposed structure and timing for returns to the JV partners, linked to your site phasing/packaging strategy

- Your proposed structure and timing for super-profit returns to the JV partners, linked to your site phasing/packaging strategy
- Your proposed Development Management fee structure
- Your proposed Construction Management fee structure (if applicable)

4. A proof of funds letter, or similar from your funders to provide evidence that funds are available to deploy to the venture

#### **Raising of debt funding assumptions and requirements in completing your Financial Submission Form of Tender**

The Authority's position on the funding of the JV for the Regeneration for the initial 4 Sites (over the 3 Developments) for the purposes of responses to Appendix 3 (Financial Criteria evaluation) and Appendix 4 (Financial Submission) is as follows:

- funding will be comprised of a 30% equity 70% debt split
- The 30% equity will be provided to the JV by way of (i) a loan note in respect of Council land or cash contribution (15%) and (ii) equity provided by the PSP (15%)
- The Council will not be contributing more than 15% of the equity investment
- The PSP will arrange 70% debt funding on behalf of the JV.

Bidders must return solutions that confirm that they will be able to deliver in compliance with the above, setting out details of how they will deliver this

The Authority reserves the right to reject a Final Tender Bid which does not comply with these assumptions and requirements.

*There are no word limits for the Final Tender commentary response to this question.*

## APPENDIX 5

### CONTRACTS

The Draft Members Agreement  
The Draft Development Agreement  
The Draft Development Management  
The Draft Build Licence

are included in the procurement documents available electronically through <https://www.capitalesourcing.com/web/login.shtml>

Other project documents are also included in the procurement documents available electronically through <https://www.capitalesourcing.com/web/login.shtml>

## APPENDIX 6

### GLOSSARY OF TERMS

The capitalised words and expressions in this ISFT have the meanings set out below unless the context specifically requires otherwise. References to the singular include the plural and vice versa.

**"Advisers"**

means all professional advisers of the Authority involved in the procurement of the Project

**"Bid"**

means each of the written proposals submitted by a Bidder as part of this procurement process at any stage of the procurement

**"Bidders"**

means individuals and/or organisations to whom this ISFT has been issued by the Authority

**"Concession Documents"**

means any document issued by the Authority as part of this procurement process

**"Confidential Information"**

means all information designated as confidential and disclosed to the Bidders by the Authority or its Advisers in order for them to formulate and prepare their Bid; or which may be supplied by the Authority or its Advisers at a future date (whether in written or visual format or otherwise)

**"Consortium"**

means either an entity which is to be formed by a group of Organisations or a group of Organisations acting jointly as the Bidder

**"Consortium Member"**

means where the Bidder is a consortium, any individual economic operator forming part of that consortium

**"Final Tenders"** the Bid submitted in responses to the ISFT

**"Organisation"**

means a sole trader, partnership, limited partnership, limited liability partnership, co-operative or company and any analogous entity established inside or outside the UK and should be interpreted accordingly

**"Preferred Bidder"**

means the Bidder which has been assessed by the Authority as having the most economically advantageous Final Tender



**APPENDIX 7**  
**CERTIFICATES**

**TENDER FOR HAVERING ESTATE REGENERATION PARTNER PROJECT**

**CERTIFICATE OF NON- COLLUSION**

To the London Borough of Havering (“the Authority”)

The essence of the public procurement process is that the Authority shall receive bona fide competitive Tenders from all Bidders. In recognition of this principle I/We certify that this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates, financial responses and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

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

- a) communicate to a party other than the Authority the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender);
- b) enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted;
- c) offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender; or
- d) enters into any type of agreement or arrangement with any other party aimed at distorting the outcome of the competition

In this Certificate:

- the word “person” includes any person, body or association, corporate or incorporate
- the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.
- the word “Tender” includes all tender submissions including ITPD submissions, ITCD submissions and Final Tender submissions together with associated clarifications provided by the Bidder

1 **SIGNED** .....  
**POSITION** .....

2 **SIGNED** .....  
**POSITION** .....

On behalf of .....

Date .....

**TENDER FOR HAVERING ESTATE REGENERATION PARTNER PROJECT**

**CERTIFICATE OF NON - CANVASSING**

To London Borough of Havering (“the Authority”)

I/We hereby certify that I/we have not in connection with the award of the contract for the project or any other proposed contract for Havering Estate Regeneration Partner Project

- canvassed any member, employee, agent of the Authority
- undertaken to unduly influence the decision-making process of the Authority
- undertaken to obtain confidential information that could confer upon an undue advantage in the award of the contract

and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future do or seek to do the prohibited acts referred to above and that no person employed by me/us or acting on my/our behalf will do any such act.

1 **SIGNED** .....  
**POSITION** .....

2 **SIGNED** .....  
**POSITION** .....

On behalf of .....

Date .....