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1. PURPOSE

- 1.1 The Ministry of Housing Communities and Local Government (MHCLG) wishes to appoint a legal provider to prepare, negotiate and agree a bespoke Grant Determination Agreement (GDA) for one of the successful Housing Infrastructure Fund Forward Funding projects. The supplier will be responsible for overseeing and assuring the Department on execution of the final GDA.
- 1.2 **REDACTED.**

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Ministry of Housing, Communities and Local Government (formerly the Department for Communities and Local Government) is responsible for Government policy relating to housing, planning and building, local growth, local government, integration and community cohesion. Its job is to create great places to live and work right across the country. It is a ministerial department, supported by 13 agencies and public bodies. The Department's work is structured around 7 strategic objectives:
- 2.1.1 Deliver the homes the country needs
 - 2.1.2 Make the vision of a place you call home a reality
 - 2.1.3 Deliver a sustainable future for local government, strengthening its connection with the communities it serves
 - 2.1.4 Create socially and economically stronger and more confident communities
 - 2.1.5 Secure effective support for those affected by the Grenfell Tower disaster, delivering the changes this tragedy demands and ensuring people are safe and feel safe within their homes
 - 2.1.6 Support a smooth exit from the European Union
 - 2.1.7 Maintain MHCLG as a great place to work
- 2.2 This requirement supports the delivery of the first strategic objective: Deliver the homes the country needs, to support the wider Government objective of delivering 300,000 homes per year by the mid-2020s.

3. BACKGROUND TO REQUIREMENT / OVERVIEW OF REQUIREMENT

- 3.1 MHCLG is seeking to procure legal services to prepare, negotiate and agree a bespoke Grant Determination Agreement (GDA) for the DLR Additional Capacity Housing Infrastructure Fund, Forward Funding Award.



- 3.2 The [Housing Infrastructure Fund](#) is a £5.5bn grant funding programme with the objective of providing infrastructure targeted at unlocking new homes in areas where housing need is greatest. The fund provides an opportunity for local authorities to come forward with infrastructure proposals that show real ambition for the future and work for existing communities and new residents.
- 3.3 Funding is to be allocated to local authorities on a competitive basis in the period from 2017/18 to 2023/24, to fund physical infrastructure such as roads, healthcare facilities, schools, and utilities infrastructure.
- 3.4 The Fund is divided into two streams:
- 3.4.1 Marginal Viability Funding (MVF) – available to all single and lower tier local authorities in England. Bids into this stream should seek the final or missing piece of infrastructure funding to get additional sites allocated or existing sites unblocked quickly. There was a soft cap of £10m, but a small number of schemes between £10m and £16m are being funded.
- 3.4.2 Forward Funding (FF) – available to the uppermost tier of local authorities in England – for a series of large, strategic, and high-impact infrastructure projects. Bids can be up to £250 million (soft cap).
- 3.5 The approved bid is for £290,700,000 which will fund:
- i. **REDACTED**
- ii. **REDACTED**
- 3.6 These works and in particular the additional capacity on the DLR will enable the delivery of up to 18,380 new homes.
- 3.7 **REDACTED.**
- 3.8 **REDACTED.**
- 3.9 **The Parties**
- 3.9.1 (1) Ministry of Housing Communities and Local Government (MHCLG);
- 3.9.2 (2) Greater London Authority (GLA);
- 3.9.3 (3) Transport for London (TFL).
- 3.9.4 **REDACTED**
- 3.10 **Additional comments**
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- 3.10.1 The Heads of Terms will contain or be accompanied with agreed information on the scheme including;
- 3.10.2 (i) Proposed draw down arrangements
- 3.10.3 (ii) Project programme including milestones
- 3.10.4 (ii) Principles of the Recovery arrangements although these will be relatively high level at this stage
- 3.10.5 (iv) Payment and Monitoring provisions
- 3.10.6 The HIF monies will be drawn down in separate phases and specific draw down conditions will apply to each phase.

4. DEFINITIONS

Expression or Acronym	Definition
AF	Assurance Framework
FF	Forward Funding
HIF	Housing Infrastructure Fund
GDA	Grant Determination Agreement
GLA	Greater London Authority
HoT	Heads of Terms
MHCLG	Ministry of Housing Communities and Local Government (MHCLG); the Authority
TfL	Transport for London

5. SCOPE OF REQUIREMENT

- 5.1 The appointed solicitor will be required to prepare, negotiate and agree a bespoke GDA based upon a detailed template GDA, Heads of Terms which detail the commercial principles of the Award, an agreed HIF Assurance Framework document and other background documentation.
- 5.2 The next section details the requirements and key deliverables.

6. THE REQUIREMENT

- 6.1 The legal solicitor appointed through this specification of requirements (SoR) will be accountable for the quality of the work and services, which are to cover:
 - 6.1.1 Preparation of the bespoke GDA based on a detailed template and information provided on the project;
 - 6.1.2 Draft, negotiate and agree the final form of the GDA with the Grant Recipient’s solicitors, based on the GDA templates;



- 6.1.3 Undertake completion formalities (e.g. procuring sealing of documents) and post-completion work e.g. review, supervise and sign off pre-conditions to signing the GDA, preconditions to funding and conditions milestones using MHCLG’s Conditions Checklist and coordinating the filing of instructions on dispositions at the Land Registry;
- 6.1.4 Prepare a transaction summary form (template to be provided at the start of the assignment) and/or prepare a bible of documents (if requested);
- 6.1.5 State Aid advice, where required; and
- 6.1.6 Ensure the GDA is compliant with the Assurance Framework provided by MHCLG and appended to the GDA.
- 6.1.7 Other services relating to this project, as required, including any potential follow on work which may be required to deliver the project objectives.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following indicative Contract milestones/deliverables shall apply:

Milestone / Deliverable	Description	Indicative milestones
1	Inception Meeting	To be confirmed
2	Initial Briefing from MHCLG team and provision of all background information	Within week 1 of Contract Award
3	Produce First internal draft bespoke GDA Insert description of key milestone/deliverable	Within week 3 of Contract Award
4	Produce final draft bespoke GDA	Within week 5 of contract award
5	GDA agreed	Within week 8 of contract award

7.2 MHCLG must sign off each of the deliverables and may require reasonable amendments to the deliverables in order to meet the project objectives.

8. MANAGEMENT INFORMATION/REPORTING

8.1 The appointed solicitor will be expected to keep MHCLG informed of progress on weekly basis, as a minimum, and seek instructions on variances from the GDA template. Representatives of MHCLG will be in attendance at legal meetings to provide instructions.



9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

10. SUSTAINABILITY

- 10.1 N/A

11. QUALITY

- 11.1 The Authority requires the Supplier to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 11.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.
- 11.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

12. PRICE

- 12.1 Prices are to be submitted via the e-Sourcing Suite, Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.
- 12.2 The clients budget for this work is £80k to £100k excl VAT.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 13.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 13.3 The Supplier shall ensure that staff understand MHCLG's the vision and objectives and will provide excellent customer service to MHCLG throughout the duration of the Contract.

14. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 14.1 Please note that all contents of this document are confidential. They contain sensitive information and must not be disclosed to any third parties or used for other purposes for any reason unless express permission is given by the Client.
- 14.2 All information provided must be used by the consultant only for the purposes of tender production and, if appointed, the subsequent commission. If not



awarded this contract, the consultants are expected to immediately destroy all documentation through a confidential shredding and/or disposal process.

- 14.3 Consultants must seek express permission to publicise their appointment and to use any of the findings in presentations, reports, articles, examples, company literature or similar. The Client reserves the right to refuse such requests or to ask for 'anonymisation' of information beforehand.

15. PAYMENT AND INVOICING

- 15.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables, i.e. once the work on each bid is complete.
- 15.2 Before payment can be considered, each invoice must include a valid PO number, a detailed elemental breakdown of work completed and the associated costs.
- 15.3 Invoices should be submitted to: **REDACTED**

16. CONTRACT MANAGEMENT

- 16.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.

17. LOCATION

- 17.1 MHCLG, TfL and GLA, are based in London and it is expected that meetings will be held in London.
- 17.2 All expenses to and from central London should be included in the price submission. No expenses (T&S) will be paid for site visits within the M25.