**Blaby District Council**

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**INVITATION TO TENDER**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Development Agreement for a residential development at a former depot site in Littlethorpe**

Anthony Collins Solicitors LLP

134 Edmund Street

Birmingham

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Ref: AAM/46006.0001

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# INTRODUCTION AND overview

Blaby District Council (“**the Council**”) wishes to select a developer (“**the Developer**”), to undertake the comprehensive redevelopment of a former depot site (“**the Site**”) at Warwick Road, Littlethorpe, Leicester LE19 2JA (“**the Development**”) in accordance with the development agreement at Appendix 2 (“**the Development Agreement**”).

In view of the size of the Development the Welland Procurement Service (a shared procurement service representing the Council) has recommended a competitive tendering process for the Council to identify the Developer.

The Council has decided to carry out a single stage open tender process to procure a Developer for the Development. This means that the Tender response document comprises (as set out in Appendix 5 to this ITT):

* a standard Selection Questionnaire (SQ) incorporating questions from PAS91, which will be used to assess the suitability of prospective Developers; and
* a Tender Submission Document.

This Invitation to Tender (“**ITT**”) and supporting documentation is designed to ensure that all Tenderers are given equal and fair consideration in tendering. It is important therefore that you provide all the information asked for in the format and order specified. Please contact the Contact Person specified in Paragraph 3 below if you have any doubt as to what is required or will have difficulty in providing the information required in order to tender.

Tenderers should read these instructions carefully before completing their Tender. Any failure to comply with the requirements for completion and submission of Tenders may result in the rejection of the Tender. Tenderers should therefore acquaint themselves fully with the extent and nature of the Development Agreement and the contractual obligations they will undertake under the Development Agreement. This ITT sets out the tendering conditions. By participating in the tender process the Tenderer confirms acceptance of these conditions of tendering.

Copyright in this ITT and any documentation issued with it belongs to the Council and/or its advisors. Tenderers should either return this ITT and supporting documentation at the conclusion of the procurement (if the Council so directs) or destroy it.

Terms defined in the glossary at Appendix 1 are shown with capital letters in this ITT. Terms defined in the draft Development Agreement at Appendix 2 have the same meanings in this ITT and are also shown by capital letters in this ITT. References to Paragraphs and Appendices in this ITT are references to Paragraphs of and Appendices to the ITT unless stated otherwise.

# procurement information

This procurement is being conducted using an open tender process.

As the value of the Development is below the EU tendering threshold and the Council has identified that there is no “cross border interest”, the Council considers that the Public Contract Regulations 2015 do not require the Development Agreement to be tendered via OJEU.

The Council reserves the right to change the procedure for the procurement or to terminate discussions and the delivery of information at any time before the Development Agreement is signed.

At its discretion, the Council may either waive or insist on strict compliance with any requirement set out in this ITT. The Council is under no obligation to accept any Tender.

The Council reserves the right to issue amendments or modifications to this ITT during the Tender period. These will be issued electronically to all Tenderers simultaneously and Tenderers will be assumed to have taken account of any such modifications and amendments in their Tenders.

Tenderers should notify the Council promptly of any perceived ambiguity, inconsistency or omission in this ITT, the Development Agreement or any supporting documentation including any supplementary information issued to them during the procurement process. In order to give Tenderers time to take any required amendments into account in preparing their Tenders, the Council may, at its discretion, extend the Tender submission deadline.

# REGISTERING AN INTEREST AND COUNCIL contact PERSON

Tenderers who are interested in participating in this procurement should register their interest with the Council’s Contact Person:

Name: Philip Diffey

Role: Property and Assets Service Manager

Address: Blaby District Council

Desford Road

Narborough

Leicester LE19 2EP

Telephone: 0116 272 7506

Email: Philip.Diffey@blaby.gov.uk

If the Council’s Contact Person is unavailable and a question is urgent Tenderers should contact:

Name: Louisa Horton

Address: Democratic Services and Governance Manager

Telephone: 0116 272 7636

Email: louisa.horton@blaby.gov.uk

# CLARIFICATION QUESTIONS

Prospective tenderers who have questions about the procurement and/or the Development Agreement should address these questions to the Contact Person.

Clarification Questions can be submitted by email or by post to the Contact Person. These must be submitted at least 10 days before the Tender submission deadline specified in Paragraph 9, so as to enable the Council to answer them sufficiently in advance of that.

In order to ensure equality of treatment of Tenderers, the Council intends to publish all questions and clarifications raised by Tenderers and its responses (but not the source of the questions) on a regular basis. These will be issued to all Tenderers who have registered an interest in this procurement, as set out in paragraph 3 above.

Tenderers should indicate if a query is commercially sensitive, where disclosure of such query and/or the answer would be likely to prejudice its commercial interests. If the Council disagrees that the query is commercially sensitive, the Tenderer will be given the opportunity either to withdraw the query or to have the answer circulated to all Tenderers.

A Tenderer making a request for further information may be asked to pay the Council’s reasonable costs of obtaining and providing that further information. The Tenderer will be advised beforehand if a charge will be made.

The Council reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its own commercial interests.

# DEVELOPMENT AGREEMENT

Following the procurement, the Council will enter into the Development Agreement with the Developer in order to regulate the respective roles and responsibilities of the parties in relation to the Development.

The Council has drafted the Development Agreement so that it is intended to be commercially acceptable to most developers. However, Tenderers may propose minor amendments within their Tender.

The Council will not permit substantial changes to be made to the Development Agreement. Any Tenderer proposing a change the Council considers to be substantial will be given an opportunity to withdraw that proposal. If the Tenderer refuses to do so the Council reserves the right to reject their Tender as non-compliant.

The Award Criteria at Appendix 6 include a criterion for accepting the Development Agreement. This will score those Tenderers highest who accept the Development Agreement either without amendment or with only minor amendments. Tenderers who make a large number of amendments or who make amendments which are commercially disadvantageous to the Council will score a lower mark under this award criterion.

# Timetable

The table below sets out the proposed timetable for the procurement, from the date of the ITT to signature of the Development Agreement. The Council reserves the right to vary the timetable.

|  |  |
| --- | --- |
| **Stage** | **Proposed date** |
| * Issue of ITT
 | 1st November 2017 |
| * Tender submission deadline
 | 21 December 2017 |
| * Initial evaluation of Tenders by the Council
 | January 2018 |
| * Tender clarification
 | January 2018 |
| * Contract Award
 | February 2018 |
| * Standstill period
 | February 2018 |
| * Contract signature
 | February 2018 |
| * Contract commencement
 | March 2018 |

# SITE visits and DOCUMENT inspection

Tenderers must obtain the prior consent of the Contact Person before visiting the Site.

The Council has created a data room containing additional documents relevant to the Development. Details of these documents and the arrangements to view hard copy documents are set out in Appendix 3.

Access the data room can be obtained via the Contact Person at Paragraph 3 above.

# confidentiality

Tenderers should note that the Council may be required to disclose information they provide to the Council under the Freedom of Information Act 2000 unless the Council can establish either that the information is subject to a duty of confidence or that it is both commercially sensitive and the public interest in maintaining its confidentiality is greater than the public interest in disclosing it.

The Council reserves the right to make publicly available any information submitted by Tenderers during the Tendering process, except where:

* it refers to individual members of staff; or
* it is genuinely commercially confidential.

During the Tendering period, the Council will not disclose to any person (apart from its professional advisers) genuinely commercially sensitive or confidential information communicated as such to it by any Tenderer. Tenderers should therefore ensure that any material they consider to be commercially sensitive or confidential is clearly marked as confidential. This information should be identified in the Appendix to the Tender Certificate at Appendix 4 to this ITT. Tenderers should note that a blanket listing of all information will not be accepted by the Council (or the Information Commissioner) and Tenderers doing this risk none of their material being regarded as commercially sensitive or confidential.

Tenderers are required to keep confidential to themselves and their professional advisers all information provided by the Council to them which is marked as confidential by the Council. Tenderers must not disclose or use any information made available to them by the Council other than for the purposes of this procurement. If in doubt as to whether information is confidential (or whether it may be disclosed), Tenderers should seek clarification from the Contact Person.

# Submission and format of Tenders

The closing date for the receipt of Tenders is **12 noon** on **21st December 2017**

Tenders are to be submitted addressed to:

The Chief Executive

Blaby District Council

Council Offices

Desford Road

Narborough

Leicestershire

LE19 2EP

Envelopes/packages must be marked:

“**Tender Response: LITTLETHORPE DEVELOPMENT (Private and Confidential)**”

Envelopes/packages must bear no other markings or markings by which the Tenderer may be identified

A complete hard copy set of Tender documents must be provided plus one in a recent Microsoft Word/Excel format on a CD Rom as the Contact Person approves.

All Tenders must:

* be written in English;
* be in A4 size, except for drawings, or other documents for which this is impractical or inappropriate;
* be fully paginated, annotated and cross-referenced (where appropriate);
* include a complete index (which includes all drawings);
* have all drawings, plans etc numbered;
* include drawings no larger than A1 size;
* comply with the Tender Submission Requirements at Appendix 5; and
* be accompanied by a fully completed Tender Certificate in the form set out in Appendix 4.

Tenderers must submit a Tender meeting all of the Council’s requirements as specified in this Paragraph 9. The Council reserves the right to vary the Tender Submission Requirements during the tender period. The Council reserves the right not to consider Tender submissions that do not comply fully with this Paragraph 9 and the Tender Submission Requirements.

# TENDER CERTIFICATE

Tenderers are required to sign and enclose with their Tenders declarations to the effect that neither the Tenderer nor any member of the Tenderer’s team has engaged in collusive tendering or canvassed any officer or adviser of the Council.

These declarations are included in the Tender Certificate at Appendix 4 to the ITT.

The Council reserves the right to reject or disqualify a Tenderer:

* where the Tenderer is guilty of a material misrepresentation in relation to its Tender or any representation made during the Tender process;
* where there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer; and/or
* where the Tenderer breaches or has found to have breached the terms of the non-collusion and non-canvassing certificate included in the Tender Certificate.

Such disqualification is without prejudice to any other civil remedy that may be available to the Council, or any criminal liability that may be incurred. Any Tenderer that breaches the terms of their Tender Certificate may also (subject to the terms of the Development Agreement if they have been entered into) have to reimburse the Council for its costs of the procurement.

# Conflicts of interest

The Council requires all actual or potential conflicts of interest to be resolved to its satisfaction. Other than where the conflict of interest arises during the tender period, this must be done before the delivery of Tenders in response to this ITT. This includes any conflicts of interest arising during the Tendering and evaluation processes where a Tenderer or a subcontractor/supplier or adviser to the Tenderer is:

* the same firm or company or a member of the same group of companies as another Tenderer or a subcontractor/supplier or adviser put forward by another Tenderer in respect of the Development Agreement; or
* an adviser to or a member of the same group of companies as an adviser to the Council.

For reference, the relevant advisers of the Council are:

* Anthony Collins Solicitors LLP – Legal advisers;
* Welland Procurement – Procurement support; and
* Mabers (architects) who have prepared outline drawings for the proposed Development.

Resolving the conflict of interest may (at the discretion of the Council) require the withdrawal of a Tenderer or one of the Tenderers subject to the conflict of interest.

# Due diligence

Tenderers should carry out their own due diligence checks themselves and verify the accuracy of information provided to them in connection with the Development Agreement and the Site.

Tenderers must form their own opinions, making such investigations and taking such advice as is appropriate, regarding the Development Agreement and their Tenders, without reliance upon any opinion or other information provided by the Council or their advisers and representatives.

Tenderers should take such professional advice as they deem necessary (including an assessment of the proposed terms of the Development Agreement) to determine whether they wish to Tender and the terms on which they do so. Tenderers are also referred to Paragraph 20.

# TENDERER’s warranties

In submitting its Tender, each Tenderer warrants, represents and undertakes that:

* all information, representations and other matters of fact (including those contained in its Tender) communicated (whether in writing or otherwise) to the Council by the Tenderer, its employees or agents in connection with or arising out of the Tender are true, complete and accurate in all respects at the time of submission of the Tender and the Tenderer will notify the Council in writing of any changes to that information that occur before entry into the Development Agreement;
* it has undertaken its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender including the accuracy and completeness of any information that may have been provided (orally, in writing or otherwise) by or on behalf of the Council;
* it will not submit any Tender and will not enter into the Development Agreement in reliance upon any representation (oral, in writing or other) that may have been made by or on behalf of the Council;
* it has full power and authority to enter into the Development Agreement and undertake the Development;
* it is of sound financial standing and has sufficient working capital, skilled staff, other equipment and other resources available to it to comply with the obligations it will undertake under the Development Agreement; and
* it will not at any time whilst the Development Agreement is in force or at any time thereafter claim or seek to enforce any lien, charge or other encumbrances over property of any nature owned by the Council which is for the time being in the possession of the Tenderer in connection with carrying out the Development.

# Tender cLARification & arithmetical errors

#

Questions may arise on the interpretation of a Tender by the Council and its advisers. The Council and its advisers reserve the right to raise clarification questions and delay the final evaluation of such Tenders until the deadline for response to those questions.

Tender clarification questions are not intended to allow Tenderers to reopen negotiations on any aspect of their Tenders. Responses must be confined to the matters on which clarification is sought.

If the Council discovers arithmetical errors in any Tender the Council will give detail of those errors to the Tenderer. The Tenderer will be given the opportunity either:

* to confirm the offer, in which case all rates or prices and any contingencies are to be treated as reduced in the same proportion as the corrected total of priced items exceeds or falls short of the tendered total or such items; or
* to correct their tender, in which case the corrected figures will be used in the evaluation; or
* to withdraw their tender.

# CONTRACT AWARD

The Council reserves the right to reject or disqualify a Tenderer where:

* the Tenderer fails to comply fully with the requirements of this Invitation to Tender;
* the Tenderer is guilty of a material misrepresentation in relation to its Tender, expression of interest, or the Tender process and/or;
* there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

The Council will award the Development Agreement on the basis of the most economically advantageous tender. The criteria that will be used by the Council to determine that an offer for the Development Agreement is the most economically advantageous and the weighting of those criteria are set out in Appendix 6.

# Publicity

No announcements or statements should be made by or on behalf of any Tenderer in any section of the media (including radio, television, newspaper, internet and e-mail) unless the Council has given its prior written approval to the proposal to publish and to the text.

# Consortia AND SUBCONTRACTORS

Where a Tenderer intends to use subcontractors, it is the Tenderer’s responsibility to provide each subcontractor with all the necessary information (having regard to the provisions relating to confidentiality in this ITT) to enable production of their Tender.

Where information about a Tenderer is requested (specifically in the SQ) this information must also be given in relation to all proposed subcontractors of that Tenderer (other than “labour only” subcontractors).

Tenderers must ensure that all subcontractors, consortium members and advisers comply with the requirements placed on Tenderers in this ITT.

# Discontinuation and Development Agreement

The Council does not intend to enter into any contractual relationship with Tenderers until the completion of the Development Agreement for this procurement.

The Council may discontinue this procurement at any time (before or after contract award). By issuing this ITT, the Council is in no way committed to awarding the Development Agreement to any bidder.

The matters to which this ITT relates shall be governed solely by the express terms of the Development Agreement, once executed.

# Disclaimer

The materials in this ITT and accompanying documents reflect the Council’s current requirements for the Development Agreement. The Council reserves, at its discretion, the right to amend such materials as it considers appropriate from time to time.

Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This ITT is issued on the basis that:

* neither the Council nor any of its advisers accept any liability, responsibility or duty of care to anyone other than the Council for its adequacy, accuracy, completeness or for anything said or done in relation to the procurement to which this ITT relates;
* neither the Council nor any of its professional advisers make any (express or implied) representation or warranty either about the information contained in this ITT or on which it is based, or about any written or oral information that may be made available to any Tenderer, funder, other interested person or their professional advisers;
* nothing contained in this ITT constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, make a Tender or enter into the Development Agreement or any other related agreement;
* this ITT is not intended to provide a basis for any investment decision and should not be considered as a recommendation by the Council or any of its advisers;
* neither this ITT nor any information supplied by the Council should be relied on as a promise or representation as to the future;
* this ITT is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions; and
* no implied contract is to arise between the Council and any Tenderer resulting from the issue of or any Tenderer’s compliance with this ITT or any matters related to it.

# Costs

Each Tenderer shall bear its own costs and liabilities in relation to all stages of the procurement process including the preparation, submission and clarification of Tenders and entering into the Development Agreement. Under no circumstances shall the Council be required to reimburse any Tenderer for its Tendering costs or for any costs incurred in participating in this procurement.

As indicated at Paragraph 10, a Tenderer that contravenes its obligations set out in the Tender Certificate at Appendix 4, may also be required to reimburse the Council for its costs related to the procurement.

# JURISDICTION & GOVERNING LAW

Negotiations and the Development Agreement will be governed by English law and subject to the exclusive jurisdiction of the English courts.

Any references to a partnership or partnering in this ITT or the Development Agreement are not to be construed as suggesting that a partnership at law will be formed between the Council and the Developer.

# Appendix 1: DEFINITIONS and GLOSSARY

| ***Term*** | ***Definition*** |
| --- | --- |
| Award Criteria | The criteria for the award of the Development Agreement are set out in Appendix 6. |
| Council | Blaby District Council  |
| Development Agreement  | The Development Agreement to be entered into between the Council and the Developer on the conclusion of this procurement based on the draft at Appendix 2. |
| Developer | The successful Tenderer with whom the Council enters into the Development Agreement. |
| Evaluation Panel | The panel set up by the Council to advise them on the application of the Award Criteria to each Tender. |
| Invitation to Tender (ITT) | The invitation (of which this Appendix forms part) issued to the selected Tenderers inviting them to submit Tenders. |
| Non-collusion and Non-canvassing certificate | The certificate to this effect set out in the Tender Certificate at Appendix 4. |
| Site | Former depot site at Warwick Road, Littlethorpe, Leicester, LE19 2JA  |
| Tender | A Tenderer’s submission in response to this ITT. |
| Tenderer | One of the organisations Tendering in response to this ITT to become the Developer. |
| Tender Submission Requirements | The requirements set out in Appendix 5. |

# Appendix 2: DEVELOPMENT AGREEMENT

Development Agreement incorporating:

* Form of Loan Agreement
* Form of Performance Bond

**[*See separate document*]**

# Appendix 3: information provided or available for inspection

**Part 1: Items issued to bidders**

Initial scope design for the Site

Phase 2 Ground Condition Survey

Health and Safety File plans and certificates for site demolition works

**Part 2: Items available for inspection**

Full Health and safety file for site demolition works

**Part 3: Document Inspection Protocol**

* 1. Documents for inspection will be kept available by the Council at the Council’s office address as set out in paragraph 3 above. They can be inspected between 9:00am and 5:00pm on Monday to Friday (on normal working days) by prior appointment with the Contact Person.
	2. Representatives of only one Tendering organisation, and a maximum of three individuals may inspect the documents at any one time.
	3. Where Tenderers request additional information or a document not previously made available and the Council agrees to provide it, that information or document will be made available to all Tenderers. All Tenderers will be notified of this by email.
	4. Visitors must comply with all requests made by the Contact Officer (or his/her representative) in relation to visits to The Council’s offices. In particular, visitors must comply immediately with any request to leave the Council’s offices should this become necessary for any reason. Consent to admission can be withdrawn at any time and without prior notice.
	5. No documents may be removed from the Council’s offices. No document may be marked, altered or modified in any way. Tenderers may copy any document made available, provided that this does not contravene the terms of copyright. Photocopies will be provided at the cost of the tenderer. Tenderers should complete the register maintained by the Council indicating what documents they have copied. Dictaphones and laptop computers may be used for taking notes.
	6. Documents or records in files or folders or otherwise collated may be removed for viewing or examination but must be replaced in the same place and manner in which they were found. Visitors must leave the documents in the same condition and order as when they arrived and must protect the documents from damage.
	7. Any representative of the Council in attendance during a document inspection is instructed *only* to supervise the inspection and to deal only with questions of an administrative nature. Any questions as to the contents of documents made available must be directed to the Contact Person (or his/her representative).

# Appendix 4: TENDER CERTIFICATE

**For: Development Agreement at Littlethorpe**

To: **Blaby District Council, Desford Road, Narborough, Leicester LE19 2EP**

We[………………………………] [company registration number […………………..] /[partners in the firm of [ ]]

and carrying on business at: [*.............................................................................................................................................................................................................................................................................................................................................................................................................................*.(“**theTenderer**”)

We, having examined the Instructions to Tenderers, and the draft Development Agreement (“**the Development Agreement**”), and all other documents supplied by the Council with the Invitation to Tender (collectively “**the Tender Documents**") issued by the Council for the provision of the Development and in consideration of you agreeing to consider our Tender for the Development set out in these Tender Documents:

1. We undertake to undertake the Development in conformity with the Development Agreement and all other Tender Documents on the basis of the payments and amounts set out in our Tender.
2. We confirm that our tendered payments and amounts stated in 1 above include all contingencies.
3. We agree that our Tender shall remain open for acceptance by you and shall not be withdrawn for a period of 90 (ninety) days from the closing date for return of Tenders.
4. We agree that the insertion by us of any conditions qualifying our Tender or any unauthorised alteration to any of the Tender Documents may cause our Tender to be rejected. We confirm that we have not inserted any conditions qualifying this tender or made any unauthorised alteration to any of the Tender Documents.
5. We confirm we:
* have undertaken our own investigations and research and satisfied ourselves in respect of all matters (whether actual or contingent) relating to our Tender including the accuracy and completeness of any information that may have been provided (orally, in writing or otherwise) by or on behalf of the Council;
* have not submitted our Tender and will not have entered into the Development Agreement in reliance upon any representation (oral, in writing or other) that may have been made by or on behalf of the Council;
* have full power and authority to enter into the Development Agreement and undertake the Development;
* are of sound financial standing and have sufficient working capital, skilled staff, other equipment and other resources available to comply with the obligations we will undertake under the Development Agreement; and
* will permit the Council or its agents to inspect our accounts or otherwise carry out such financial investigations as the Council may consider necessary in regard to my/our financial standing and commercial viability.
1. We confirm we will not at any time whilst the Development Agreement is in force or at any time thereafter claim or seek to enforce any lien, charge or other encumbrances over property of any nature owned by the Council which is for the time being in our possession for the purposes of the Development.
2. We certify that:
* our Tender is a bona fide Tender and is submitted in good faith:
* details of our Tender have not been communicated to any other person (except as authorised in the Instructions to Tenderers) or adjusted in accordance with any agreement or arrangement with any other person;
* we are not a party to a scheme or arrangement under which any other tenderer was or will be reimbursed any of their tender costs;
* we have not and will not enter into any agreement or arrangement with any person that they will not tender or that they will withdraw any tender once submitted or vary the amount of their tender; and
* we have not and will not pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing, having done, causing or having caused any of the above acts to be done in relation to our Tender or any other tender or proposed tender.
1. We certify that the principles described in paragraph 7 above have been, or will be, brought to the attention of our professional advisers, sub-contractors, suppliers and associated companies providing services, supplies and/or materials connected with our Tender (if any) and that any contract entered into with such members of the professional team, contractors, sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
2. We certify that we have not canvassed or solicited nor will we in the future canvass or solicit any elected member or employee of the Council in connection with this Tender or in connection with any other tender or proposed tender and that no person employed by us or acting on our behalf has done nor will do any such act.
3. We confirm that all information, representations and other matters of fact referred to in our Tender are true, complete and accurate in all respects at the time of submission of our Tender and that we will notify the Council in writing of any changes to that information that occur before entry into the Development Agreement.
4. We understand that the Council is not bound to accept the lowest or any tender the Council may receive, and the Council will not pay any expenses incurred by us in connection with the preparation and submission of this tender.
5. Should our tender be accepted, and when requested by the Council, we agree to enter into the Development Agreement in the terms set out in the Tender Documents.
6. We acknowledge that if we have acted or in future act in contravention of this Certificate, the Council will be entitled to disqualify us from further participation in this Development or to cancel any contract award that has been made in relation to it and (subject to the terms of the Development Agreement, if it has been entered into) recover from us the amount of any loss or expense resulting from such disqualification or cancellation including any costs resulting from the procurement being aborted.
7. The only parts of our Tender which we consider are confidential or subject to a duty of confidentiality are identified in the Appendix to this Tender Certificate.

In this certificate, the word “person” includes any person and any body or association, corporate or unincorporated; and “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not. Terms defined in the ITT have the same meanings in this Tender Certificate.

**Tenderer's Representative's Signature & Print Name in Full**

|  |
| --- |
|  |

**Position in Company/Firm (must be a director or company secretary or another person authorised by the Company to sign\*; if a partnership, at least two partners must sign; a sole trader, the sole trader him/herself must sign):**

|  |
| --- |
|  |

**Name of Company/Firm:**

|  |
| --- |
|  |

**Company registration no:**

**Address:**

|  |
| --- |
|  |

**Tel. No(s):**

|  |
| --- |
|  |

**Email address:**

|  |
| --- |
|  |

**Date:**

|  |
| --- |
|  |

\*In this case proof of authority to sign must be submitted with the Form of Tender (e.g. Board Minute)

# APPENDIX TO TENDER CERTIFICATE

# CONFIDENTIAL OR COMMERCIALLY SENSITIVE INFORMATION

**The following Appendix should be completed with your Tender to indicate any areas of your Tender that you consider to be either *confidential* or *commercially sensitive*.**

**Confidential material** is as defined in Section 41 of the Freedom of Information Act 2000 (FOIA) where the disclosure of the information would constitute an actionable breach of confidence.

**Commercially sensitive** material is as defined in Section 43 of the FOIA and relates to *‘information, the disclosure of which would be likely to prejudice the commercial interests of any person’*.

Tenderers should make themselves aware of the definition of each term as well as the circumstances in which FOIA & Environmental Information Regulations 2004 (EIR) exemptions apply.

**Confidential Material List**

Please outline in the table below any aspects of your Tender in relation to which you owe a duty of confidentiality to any third party.

|  |  |  |  |
| --- | --- | --- | --- |
| **Clause No.\*** | **Page No.** | **Information** | **Reasons why subject to duty of confidence** |
|  |  |  |  |
|  |  |  |  |

\***and document, if not Development Agreement**

Tenderers should note that the confidential information listed in this schedule is of indicative value only and the Council may still be obliged to disclose it following a request under FOIA or EIR. However, your indicating what information you believe to be confidential will enable the Council to consider your view, although the Council will make the final decision whether or not to disclose that information.

Blanket exclusions will not be acceptable and will prejudice the Council’s ability to maintain the confidentiality of information that is genuinely subject to a duty of confidentiality.

**Commercially Sensitive Material List**

Please outline in the table below any aspects of your Tender which you consider to be genuinely commercially sensitive.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Clause No.\***  | **Page No.** | **Information** | **Reasons why information is genuinely commercially sensitive** | **Period of commercial sensitivity** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

\***and document, if not Development Agreement**

Tenderers should note that the commercially sensitive information listed in this schedule is of indicative value only and the Council may still be obliged to disclose it following a request under FOIA or EIR. However, your indicating what information you believe to be commercially sensitive will enable the Council to consider your view, although the Council will make the final decision whether or not to disclose that information.

Blanket and/or indefinite exclusions will not be acceptable and will prejudice the Council’s ability to maintain the confidentiality of information genuinely considered to be commercially sensitive.

# APPENDIX 5: TENDER SUBMISSION REQUIREMENTS

**Part 1: Summary**

In order to submit a valid tender, a Tenderer must submit the following:

1. Completed selection questionnaire (“SQ”) with project specific questions based on PAS91- see Part 2 below
2. Tender - see Part 3 below
3. Tender Certificate (including Appendix setting out Confidential or Commercially Sensitive Information) – see Appendix 4

**Part 2: Standard selection questionnaire with additional questions** **about health and safety, environment and equality and diversity**

Please complete all sections of the Selection Questionnaire (“SQ”) but do not provide any information in addition to that specifically requested. The SQ must be fully completed, even if you have previously submitted a completed SQ to the Council. Any previous submission will not be considered or form part of this tender process.

All questions in the SQ must be answered within the table set out in it or clearly cross referenced and inserted using an Appendix.

Where a Tenderer proposes to use subcontractors for the Development, all questions in the SQ must be answered for both the Tenderer and all proposed subcontractors (other than labour only subcontractors).

Questions about the SQ and the procurement should be submitted to the Contact Officer.

**STANDARD SELECTION QUESTIONNAIRE (SQ)**

**1** **POTENTIAL SUPPLIER INFORMATION**

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| 1.1 (a) | Full name of the potential supplier submitting the information |  |
| 1.1 (b) (i) | Registered office address (if applicable) |  |
| 1.1 (b) (ii) | Registered website address (if applicable) |  |
| 1.1 (c) | Trading Status:i) public limited companyii) limited companyiii) limited liability partnershipiv) other partnershipv) sole tradervi) third sectorvii) other (please specify) | [ ] [ ] [ ] [ ] [ ] [ ] [ ]  |
| 1.1 (d) | Company/charity registration number (if applicable) |  |
| 1.1 (e) | Are you a Small, Medium or Micro Enterprise (SME)? | Yes [ ] No [ ]  |
| 1.1 (f) | Contact details for person completing the form:i) Nameii) Position in Organisationiii) Phone numberiv) Email address |  |

**2 GROUNDS FOR EXCLUSION**

|  **Question No.** | **Question** | **Response** |
| --- | --- | --- |
| 2.1 (a) | Regulations 57(1) and (2):The detailed grounds for exclusion are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation has been convicted anywhere in the world of any of the offences within the summary below and listed on the [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf).  |
| Participation in a criminal organisation | Yes [ ] No [ ] If yes, please provide details in 2.1 (b) |
| Corruption | Yes [ ] No [ ] If yes, please provide details in 2.1 (b) |
| Fraud | Yes [ ] No [ ] If yes, please provide details in 2.1 (b) |
| Terrorist offences or offences linked to terrorist activities | Yes [ ] No [ ] If yes, please provide details in 2.1 (b) |
| Money laundering or terrorist financing | Yes [ ] No [ ] If yes, please provide details in 2.1 (b) |
| Child labour and other forms of trafficking in human beings | Yes [ ] No [ ] If yes, please provide details in 2.1 (b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details and please answer question 2.2 in relation to “self-cleaning”.Date of conviction, specify which of the grounds listed the conviction was for, the reasons for conviction, and identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | Yes ☐No ☐ |
| 2.3(a) | **Regulation 57 (8)**The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
|  | Breach of environmental obligations? | Yes [ ] No [ ] If yes, please provide details at 2.4 |
|  | Breach of social obligations? | Yes [ ] No [ ] If yes, please provide details at 2.4 |
|  | Breach of labour obligations? | Yes [ ] No [ ] If yes, please provide details at 2.4 |
|  | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the law and regulations of any State? | Yes [ ] No [ ] If yes, please provide details at 2.4 |
|  | Guilty of grave professional misconduct? | Yes [ ] No [ ] If yes, please provide details at 2.4 |
| Entered into agreements with other economic operators aimed at distorting competition? | Yes [ ] No [ ] If yes, please provide details at 2.4 |
| Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes [ ] No [ ] If yes, please provide details at 2.4 |
| Been involved in the preparation of the procurement procedure? | Yes [ ] No [ ] If yes, please provide details at 2.4 |
| Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes [ ] No [ ] If yes, please provide details at 2.4 |
|  | Please answer the following statementsThe organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.The organisation has withheld such information.The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.The organisation has influenced the decision-making process of the Council to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐No ☐If Yes please provide details at 2.4Yes ☐No ☐If Yes please provide details at 2.4Yes ☐No ☐If Yes please provide details at 2.4Yes ☐No ☐If Yes please provide details at 2.4 |
| 2.4 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**3** **ECONOMIC AND FINANCIAL STANDING**

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| 3.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested?If no, can you provide one of the following (answer with a ‘yes’ or ‘no’ in the relevant box):1. A statement of the turnover, Profit and Loss Account, Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation
2. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position
3. Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or bank, charity accruals accounts or an alternative means of demonstrating financial status).
 | Yes [ ] No [ ] Yes [ ] No [ ] Yes [ ] No [ ] Yes [ ] No [ ]  |
| 3.2 | Where we have specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this procurement, please self certify by answering ‘yes or ‘no’ that you meet those requirements | Yes [ ] No [ ]  |
| 3.3 | If applicable, are you able to provide parent company accounts if requested at a later stage? | Yes [ ] No [ ] N/A [ ]  |

**4 TECHNICAL AND PROFESSIONAL ABILITY**

4.1 Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VSCE) that are relevant to our requirement. VCSEs may include examples of grant funded work. Contracts for supplies or services should have been performed during the last three years. Works contracts may be from the last five years.

 The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| Name of Customer organisation |  |  |  |
| Point of contact in the organisation |  |  |  |
| Position in the organisation |  |  |  |
| Email address |  |  |  |
| Description of contract |  |  |  |
| Contract start date |  |  |  |
| Contract completion date |  |  |  |
| Estimated contract value |  |  |  |

Where you cannot provide at least one example for question 4.1, in no more than

500 words please provide an explanation for this, e.g. your organisation is a new start-up or you have provided Works in the past but not under a contract in your own name.

|  |
| --- |
|  |

|  |  |  |
| --- | --- | --- |
| 4.2 | Are you able to provide a Certificate of Satisfactory Performance (factual reference including a statement whether the project was delivered “satisfactorily”) for each of the above Projects. | Yes [ ] No ☐If no, please provide an explanation |
| **Response:**  |

**5 REQUIREMENTS UNDER MODERN SLAVERY ACT 2015**

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| 5.1 | Are you a relevant commercial organisation as defined by section 54 (Transparency in supply chains etc.) of the Modern Slavery Act 2015  | Yes [ ] No [ ]  |
| 5.2 | If you have answered ‘yes’ to question 5.1, are you compliant with the annual reporting requirements contained within section 54 of the Modern Slavery Act 2015 | Yes[ ] Please provide the relevant URLNo[ ] Please provide an explanation |

**6 ADDITIONAL QUESTIONS**

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| **6.1** | **Insurance:**Please self certify whether you already have or are able to obtain, prior to the commencement of the contract the levels of insurance cover indicated below.Employers (Compulsory) Liability Insurance\* = £10,000,000 (ten million pounds) Public Liability Insurance = £10,000,000 (ten million pounds) for each and every occurrenceProfessional Indemnity Insurance = £5,000,000 (five million pounds) for any one claim\* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note that this requirement does not apply to Sole Traders. | Yes [ ] No [ ] Yes[ ] No [ ] Yes [ ] No [ ]  |

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| **6.2** | **Health and Safety** |  |
| 6.2 (a) | Does your company have a formal health and safety policy or statement?  | Yes [ ] No [ ]  |
| 6.2 (b) | Does your company have a specific director, partner or other named person responsible for the implementation of your company’s health and safety policy. | Yes [ ] No [ ]  |
| 6.2 (c) | Does your company maintain accident records as required by law.  | Yes [ ] No [ ]  |
| 6.2 (d) | Has your organisation, over the past 5 years, been or is in the process of being investigated/ prosecuted for any health and safety offence?If ‘yes’, please provide details including any subsequent action taken by the organisation to prevent and recurrence of the circumstances leading to the prosecution or investigation | Yes [ ] No [ ]  |
| 6.2 (e) | Has your organisation been served with any prohibition/ improvement notices for breaches of health and safety legislation in the past 5 years?If ‘yes’, please provide details including any subsequent action taken by the organisation to prevent and recurrence of the circumstances leading to service of the notice | Yes [ ] No [ ]  |

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| **6.3** | **Environmental Management** |  |
| 6.3 (a) | Does your organisation have a policy regarding the safe management of the environment? | Yes [ ] No [ ]  |
| 6.3 (b) | Has your organisation, over the past 5 years, been or is in the process of being investigated/ prosecuted for any offence under environmental law or been served with any prohibition or other notice?If ‘yes’, please provide details If ‘yes’, please provide details including any subsequent action taken by the organisation to prevent and recurrence of the circumstances leading to the prosecution or investigation | Yes [ ] No [ ]  |

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| **6.4** | **Equality & Diversity**  |  |
| 6.4 (a) | Do you have an Equality and Diversity (or equivalent) policy or statement which complies with your statutory obligations under UK & EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries where you employ staff)? | Yes [ ] No [ ]  |
| 6.4 (b) | In the past 3 years has any claim or finding of unlawful discrimination or harassment been made against your organisation by any court or employment tribunal or equivalent body?If ‘yes’, please give details If ‘yes’, please provide details including any subsequent action taken by the organisation to prevent and recurrence of the circumstances leading claim or finding | Yes [ ] No [ ]  |
| 6.4 (c) | In the past 3 years has your organisation been the subject of formal investigation by the Equality and Human Rights Commission or equivalent body?If ‘yes, please give details If ‘yes’, please provide details including any subsequent action taken by the organisation to prevent and recurrence of the circumstances leading to formal investigation. | Yes [ ] No [ ]  |
| 6.4 (d) | Does your organisation have a grievance process and practice that covers complaints made in respect of equalities and diversity? | Yes [ ] No [ ]  |

**7** **DECLARATION**

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of …………………… (**Insert name of Tenderer**).

I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information

I also declare that there is no conflict of interest in relation to the Council’s requirement.

**SQ Completed by:**

|  |  |
| --- | --- |
| 7.1 Name |  |
| 7.2 Role in Organisation |  |
| 7.3 Date |  |
| 7.4 Signature |  |

# APPENDIX 6: SELECTION AND AWARD CRITERIA

1. **Selection minimum standards**

Selection will be pass/fail. Any Tenderer that does not meet the minimum standards of economic and financial standing and technical and professional ability below will not have their Tender considered further.

***Economic and financial standing***

The minimum standards of economic and financial standing requires for this Contract are:

* Minimum average turnover of £6 million (six million pounds) from similar developments to the Works over last 3 accounting periods or, if the Tenderer does not have that level of turnover, other evidence to demonstrate that the Tenderer is unlikely to become insolvent over the Development Period (Question 3.1 of the SQ);
* Assets greater than liabilities (Question 3.1 of the SQ);
* Minimum levels of insurance (or evidence that the Tenderer can secure such insurances) as follows:
* employer’s liability insurance of £10 million (ten million pounds) for each and every claim;
* public liability insurance of £10 million (ten million pounds) in the aggregate over any period of 12 months; and
* professional indemnity insurance of £5 million (five million pounds) for each and every claim.

(Note that the Contractor will also be required to take out construction all risks insurance of £5 million (five million pounds) for each and every claim relating to the Works) (Question 6.1 of the SQ).

**Technical and Professional Ability Minimum Selection Standards:**

The minimum standards of technical and professional ability, the Council requires for this Contract are:

* Evidence of delivering at least 2 (two) contracts for similar Developments over the previous 5 years (Question 4.1 of the SQ);
* Certificates of Satisfactory Performance (references) from at least 2 (two) similar projects in the past 5 years or evidence from the Tenderer that satisfies the Council (acting reasonably) as to why any unsatisfactory performance will not occur on this Contract (Question 4.2 of the SQ);
* Compliance with the Modern Slavery Act 2015 or confirmation the Tenderer is not required to comply (Questions 5.1 and 5.2 of the SQ);
* Confirmation that the Tenderer:
	+ has a health and safety policy;
	+ has identified a named individual responsible for health and safety; and
	+ keeps accident records as required by law (Questions 6.2(a) (b) & (c) of the SQ);
* Either that the Tenderer has not been convicted of any offence under health and safety legislation or had a prohibition/improvement notice served in the past 5 (five) years or that if it has it has taken adequate measures to prevent any recurrence of the offence for which it was prosecuted. (Questions 6.2(d) & (e) of the SQ);
* Either that the Tenderer has not been convicted of any offence under environmental legislation or had a prohibition notice served in the past 5 years or that if it has it has taken adequate measures to prevent any recurrence of the offence for which it was prosecuted (Question 6.3 of the SQ); and
* Confirmation that the Tenderer has an equality and diversity policy and has a grievance policy that covers discrimination (Questions 6.4(a)&(d) of the SQ); and
* Either that the Tenderer has not had a claim or finding of unlawful discrimination or harassment made against it or been subject to an investigation by the Equality and Human Rights Commission or that if it has it has taken adequate measures to prevent any recurrence of the circumstances leading to the claim or investigation (Questions 6.4(b) & (c) of the SQ)
1. **Overview of the award criteria and marks available**

Each Tender will be scored out of 1,000 marks as follows.

| **Award criterion** | **Evaluated from** | **Marks available** |
| --- | --- | --- |
| Price (Land Sale Price) | Tender | 360 |
| Price (Overage Threshold) | Tender | 40 |
| Quality, technical merit, aesthetic and functional characteristics, accessibility, and social, environmental and innovative characteristics | Development Proposals | 500 |
| Technical merit in terms of acceptance of the terms of the Development Agreement documents | Development Proposals | 100 |
| **Total score** | 1,000 |

1. **Price evaluation**

Price will count for 400marks and will be evaluated on the basis of each Tenderer’s tendered Land Sale Price (i.e. the total price which the Tenderer is prepared to allocate to the Council from the purchase prices for the Dwellings) and Overage Threshold (i.e. the sales figures above which Overage is paid).

There will be 360 marks available for the Land Sale Price, with the highest Land Sale Price being awarded these marks.

The marks for price for the Land Sale Price aspect of the Tender for all Tenders other than the one with the highest tendered Land Sale Price will be calculated by the following formula:

 360 x Land Sale Price in Tender being evaluated

 Highest Land Sale Price Tendered

There will be 40 marks available for the Overage Threshold, with the Lowest Overage Threshold being awarded these marks.

The marks for price for the Overage Threshold aspect of the Tender for all Tenders other than the lowest tendered Overage Threshold will be calculated by the following formula:

 40 x Lowest Overage Threshold Tendered

 Overage Threshold in Tender being evaluated

1. **Scoring of quality/technical merit etc**

The quality, technical merit, aesthetic and functional characteristics, accessibility, design, social, environmental and innovative characteristics of each Tenderer’s Tender will be evaluated through an assessment of the tendered Development Proposals.

Each element of quality, technical merit, aesthetic and functional characteristics, accessibility, design, social, environmental and innovative characteristics as evaluated from the tendered Development Proposals will be evaluated and scored on a scale of 0 to 5 as follows:

| **Assessment** | **Detail** | **Score** |
| --- | --- | --- |
| ***Very Poor*** | Either no answer is provided or the answercompletely fails to demonstrate that any of the Council’s requirements in the area being evaluated will be delivered in accordance with the Development Agreement. | **0** |
| ***Poor*** | Provides only limited assurance that the Council’s requirements in the area being evaluated will be delivered in accordance with the Development Agreement, so as to result in a poor standard of delivery of the Development. | **1** |
| ***Reasonable*** | Demonstrates how a significant number of the Council’s requirements in the area being evaluated will be delivered in accordance with the Development Agreement so as to provide a reasonable standard of delivery of the Development. | **2** |
| ***Good*** | Demonstrates how most of the Council’s requirements in the area being evaluated will be delivered in accordance with the Development Agreement so as to provide a good standard of delivery of the Development. | **3** |
| ***Very Good*** | Demonstrates how almost all the Council’s requirements in the area being evaluated will be delivered in accordance with the Development Agreement so as to deliver the Development very well. | **4** |
| ***Excellent*** | Demonstrates clearly and convincingly how all the Council’s requirements in the area being evaluated will be delivered in accordance with the Development Agreement so as to deliver the Development in an excellent way. | **5** |

The evaluation of each Tenderer’s tendered Development Proposals review will generally be undertaken by an Evaluation Panel.

The panel members will first assign a provisional score for each aspect of the Tender being evaluated. The Evaluation Panel will then discuss these provisional scores and seek to arrive at a single agreed score for each aspect of the Tender being evaluated. Each score will then be multiplied by the weighting for that item to give a total score for that aspect of the Tender.

1. **Development Proposals**

The quality and technical merit of the Tenderer’s Tender and the aesthetic and functional characteristics, accessibility, design, social, environmental and innovative characteristics to be expected from it, as evaluated from the Development Proposals review, will count for 500 (five hundred)marks.

The Annex to this Appendix 6 sets out how these marks are allocated between the various aspects of quality, technical merit, aesthetic and functional characteristics, accessibility, design, social, environmental and innovative characteristics that the Development Proposals will need to cover. It also indicates the Council’s requirements in relation to how the Development is to be delivered and against which the Development Proposals will be evaluated.

1. **Acceptance of Development Agreement documentation**

At the same time as the Development Proposals are being evaluated, the Council’s legal advisers will review the Tenderer’s required amendments (if any) to the Development Agreement, draft Loan Agreement and form of Performance Bond (as set out in the Tenderer’s Development Proposals) and advise the Evaluation Panel on the extent, impact and commercial significance of these amendments.

The Tenderer’s proposed amendments to the Development Agreement draft Loan Agreement and form of Performance Bond will be evaluated by the Evaluation Panel having regard to this legal advice and the Tenderer allocated a score out of 5 for “acceptance of the Development Agreement”. This will be weighted as set out in the Annex to this Appendix 6 so it is out of 100 (one hundred)marks.

1. **Overall Tender Score and final due diligence**

Following the evaluation of Tenders each Tenderer’s combined score for price, quality, technical merit, aesthetic and functional characteristics, accessibility, design, social, environmental and innovative characteristics will be added together to determine each Tenderers total marks.

The Council intends to award the Development Agreement to the Tenderer with the highest number of marks. However, the Council is not obliged to enter into any such Development Agreement with any of the Tenderers and reserves the right to terminate the Tender process at any time.

The decision by the Council to enter into the Development Agreement with the Tenderer scoring the highest number of marks may be subject to the Council carrying out final due diligence checks on the proposed Developer.

**ANNEX: EVALUATION OF QUALITY, TECHNICAL MERIT FROM THE DEVELOPMENT PROPOSALS**

|  | **Aspect of quality, technical merit, aesthetic and functional characteristics, accessibility, design, and social, environmental and innovative characteristics**  | **Council’s Requirements for the Development**  | **Weighting** | **Marks available** |
| --- | --- | --- | --- | --- |
| **1** | **Design proposals** |  |
| 1.1 | Site layout | The Council requires a site layout for the Development which:* facilitates a sense of community and inclusion;
* maximises resident safety & security;
* is as “tenure blind” as practicable;
* will achieve practical & safe dwelling access & parking and incorporate practical & safe cycle & pedestrian routes;
* is based on a realistic strategy to achieve highway authority approvals; and
* will achieve practical traffic flows & calming.
 | x 10  | 50  |
| 1.2 | Proposals for Dwellings  | The Council requires dwelling proposals for the Development that:* provide different dwelling layouts to promote diversity of occupation and provide a diverse external environment;
* achieve minimum HQI scores;
* achieve SAP scores that are as high as practicable;
* minimise future maintenance requirements;
* enhance the safety of residents and the community;
* maximise the sense of space and use natural light well;
* maximise individual room sizes; and
* minimise the potential for noise disturbance from adjoining properties.
 | x 10  |  50 |
| 1.3 | Proposals for street scene  | The Council requires proposals for street scene for the Development that:* are attractive and hardwearing;
* use a range of complementary finishes to create diversity;
* include buildings at various heights in order to produce a varied environment;
* make maximum use of natural light;
* are cohesive and complementary; and
* are likely to achieve planning permission.
* Are not dominated by parking
* Incorporate soft landscaping to frontages and publically visible areas.
 | x 10  | 50 |
| 1.4 | Buildability of the Reference Project  | The Council requires that the buildability of the Development is maximised:* by ensuring that materials contained in the designs are readily available to contractors and can be installed by a range of contractors without requiring any particular expertise which cannot easily be sourced by the contractors;
* by ensuring that materials contained in the designs produce durable buildings;
* in a way that is practical & gives value for money; and
* by using high quality materials that take account of maintenance and whole life issues.
 | x 10 | 50 |
| **Sub-total marks** | 200 |
| **2** | **Construction Programme & Health and Safety** |  |
| 2.1 | Construction programme | The Council requires the proposed Construction Programme for the Development to:* be as short as realistically practicable
* be achievable;
* incorporate appropriate contingencies and “float”; and
* minimise the risk of detrimental impact on neighbouring residents (in terms of the risks of eg delay or the level of disturbance).
 | x 10 | 50 |
| 2.2 | Environment management proposals  | The Council requires:* responsible waste management arrangements on the Development that minimise waste from the site going to landfill;
* the detrimental impact on surrounding properties from the Development to be minimised through the choice of construction methods that are appropriate to a residential construction setting; and
* any detrimental impact on the environment including on wildlife, ground, water and air quality from the Development being minimised through the selection of appropriate materials and working methods
 | x 10 | 50 |
| 2.3 | Health and safety proposals | The Council requires:* appropriate health and safety procedures complying with best practice to be applied on the Development;
* the workforce employed on the Development being properly trained in health and safety;
* appropriate workforce numbers and resources being allocated to the Development; and
* the staff responsible for health and safety on the Development having sufficiently comprehensive duties and being suitably qualified.
 | x 10 | 50 |
| **Sub-total marks** | **150** |
| **4** | **Quality Control Proposals** |  |
| 4.1 | Quality control proposals | The Council requires quality control proposals that:* demonstrate a comprehensive & organised approach to quality control with clear responsibility being allocated for quality control at all stages of the Development;
* demonstrate the method of quality control & how it is organised and managed;
* demonstrate that monitoring will be undertaken & how compliance will be achieved; and
* demonstrate that risk control & quality control are considered together
 | x 10 | 50 |
| 4.2 | Quality control proposals in relation to Building Contractor, Subcontractors and Consultants | The Council requires quality control proposals that:* clearly identify where overall responsibility lies between the Developer, Building Contractor, Subcontractors and the professional team;
* demonstrate that the Building Contractor, Subcontractors and Consultants will be selected in accordance with appropriate and thorough processes;
* demonstrates how Building Contractor, Subcontractors and Consultants will be effectively controlled and managed; and
* clearly identify the extent of each Building Contractor, Subcontractor’s and Consultant’s responsibilities.
 | x 10 | 50 |
| **Sub-total marks** | **100**  |
| **5** | **Training and Development** |  |
| 5.1 | Provision of Training, Apprenticeships and SME Supply Chain opportunities | The Council requires a developer who looks to maximise the opportunity for training and development including apprenticeships, development of staff, work with schools and use of SMEs in the supply chain. | x 10  | 50 |
| **Sub-total marks** |  |  50  |
| 6 | **Technical merit – Development Agreement terms**  |  |
| 6.1 | Acceptance of the Council’s commercial and legal terms (as set out in the Development Agreement) as evaluated from the Development Agreement mark-up | The Council requires a Developer that is prepared to accept the substance of the Development Agreement (including Loan Agreement and Performance Bond) proposed by the Council without too many changes and without any commercially significant changes that dilute the Council’s rights under the Development Agreement. | x 20  | 100 |
| **Sub-total marks** |  | **100**  |
| **Total marks available**  |  | **600**  |