



The Planning Inspectorate
Yr Arolygiaeth Gynllunio

Non Salaried Inspectors 2018

Invitation to Tender

Contract Reference: PINS 17/2/781

17 August 2018

Invitation to tender for the provision of Non Salaried Inspector services for the Planning Inspectorate

The Planning Inspectorate is procuring Non Salaried Inspectors and invites you to submit a tender to work with us on a fee-per-case basis.

To ensure fairness, all suppliers are required to submit their proposals in accordance with the instructions provided. Failure to do so could invalidate your proposal.

Thank you for taking the time to consider working with the Planning Inspectorate, I look forward to hearing from you and encourage you to ask any questions should you require any clarification once you have reviewed all of the documentation.

You are also encouraged to attend a Supplier Open Day which will be held on 30 August 2018. This is an excellent opportunity to find out more about working with the Inspectorate and also ask questions of the team.

Please contact me if you have any queries on 0303 444 5459 or at procurement@pins.gsi.gov.uk

Yours sincerely

Julie Oakes

Julie Oakes MCIPS
Commercial Manager

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1. About the Planning Inspectorate

- 1** The Planning Inspectorate is an Executive Government Agency in the Department for the Ministry of Housing, Communities and Local Government (MHCLG) and the Welsh Government. It is responsible for:
 - national infrastructure planning, which includes large-scale projects such as harbours, power generating stations and electricity transmission lines;
 - planning and enforcement appeals;
 - examining local plans and community infrastructure levy charging schedules;
 - listed building consent appeals;
 - advertisement appeals;
 - reporting on planning applications that are called in for MHCLG's Secretary of State to decide;
 - compulsory purchase orders;
 - rights of way cases;
 - cases arising from the Environmental Protection and Water Acts, the Transport and Works Act and other Highways Legislation; and,
 - applications for awards of costs which may arise from any of the above.

- 2** Our headquarters are in Bristol, where about 370 support staff and senior management are based. We also have a small office in Cathays Park, Cardiff which deals with casework arising in Wales. Support staff carry out a wide range of functions such as those relating to all aspects of casework (including dealing with the public); providing direct support for Inspectors; formal decision making for some types of casework; and ensuring essential organisational support through the provision of Corporate Services such as Finance, Commercial, HR and Information Technology.

- 3** Appeals are determined and recommendations are made by our home-based workforce which consists of some 350 Planning Inspectors, all of whom are professionally qualified (for example, as town planners, architects, lawyers or engineers). They come into the Bristol office infrequently but they are provided with remote access to the Inspectorate's ICT systems. In addition we contract with 52 Non Salaried Inspectors (NSIs) who are similarly geographically dispersed. More information about the Inspectorate is available [here](#).

- 4** The Planning Inspectorate's Strategic Plan for 2017-2020 has three clear Strategic Priorities:



- 5** To deliver these priorities, a Transformation Programme has been established and work is now underway in most areas following approval to proceed (and associated funding) from the Ministry of Housing, Communities and Local Government. This is an exciting time for the Inspectorate as we strive to become an exemplar organisation, putting the customer at the heart of what we do.

Non Salaried Inspectors

- 6** The Planning Inspectorate currently engages 52 NSIs who undertake casework on a call off contractual basis under the following legislation:
- Planning Appeals (S78 of the Town and Country Planning Act);
 - Householder and Commercial Appeals Service; and
 - Enforcement Appeals (S174) and Lawful Development Certificates (S195).
- 7** These contracts will expire soon and the Planning Inspectorate is now looking to procure around 100 NSIs to provide a continued service on a call off contractual basis. The increase in resource required reflects the Inspectorate's desire to utilise NSIs to a greater extent to meet both the short and long term demands of the organisation.

2. The Requirement

- 8 Casework shall be undertaken by NSIs in a manner reflecting the high standards and reputation of the Planning Inspectorate in accordance with the Franks Principles of openness, fairness and impartiality at all times.

Contract Model Structure

- 9 Successful suppliers shall be appointed on a call-off contract basis.
- 10 The work required by NSIs has been broken down into the following 3 Lots:
- **Lot 1 – S78 Planning Appeals**
These appeals are decided by way of written representation and will typically be relatively small scale developments. This Lot does not include S78 casework relating to Kiosks.
 - **Lot 2 – Householder and Commercial Appeals Service**
These appeals are typically less complex than S78 and includes extensions, conversions and adverts
 - **Lot 3 – S174 Enforcement and S195 Lawful Development Certificate Appeals**
These appeals will typically be of lower complexity decided by written representation
- 11 NSIs may tender at this time to undertake work in 1, 2 or all 3 of the lots listed.
- 12 Additional lots may be added to the contract model to meet future business needs and NSIs will be invited to undertake that work. This may include S78 Kiosks, Listed Buildings etc. and appropriate fee rates will be determined by the Planning Inspectorate.
- 13 Section 4 of this document provides further information on each of the lots, including the volumes of work required and deliverables.

Fee Rates

- 14 NSIs will be paid on a fixed, non-negotiable fee per case rate which has been determined by the Planning Inspectorate. The full schedule of fees and expenses is included in Schedule 1 of the Conditions of Contract (Annex A). However, the table below summarises the fee per case rates for each lot:

Lot	Fee per case rate Excluding VAT & Expenses
1 – S78 Planning Appeals	£425
2 – Householder and Commercial Appeals Service	£350
3 – S174 Enforcement and S195 Lawful Development Certificate Appeals	£450

- 15** To ensure compliance with EU Procurement Directives, NSIs shall not be paid more than £100k including VAT per 18 month period. This shall be managed by the Inspectorate and individuals informed at agreed points.

Skills and Experience

- 16** We want to work with NSIs who can demonstrate the following skills and experience for all lots of work:
- i. Educated to at least degree level or equivalent;
 - ii. Membership of a relevant professional body (included in Annex B);
 - iii. At least 5 years post graduate experience demonstrating an accomplished capability in planning or other relevant profession such as Architect or Lawyer;
 - iv. Have demonstrable experience on the application of relevant planning law and town and country planning policy and principles;
 - v. Proficiency at assimilation and analysis of evidence, which at times may be complex and conflicting;
 - vi. Proficiency at approaching opposing views and evidence impartially; and, drawing on the evidence before them, reaching a convincing, reasoned and thus lawful judgement and conveying this in written decisions;
 - vii. Proficiency at producing clear and concise written work, using plain English; explaining technical matters in easily understood terms; producing accurate summaries of detailed information;
 - viii. The ability to relate to and work well with people in a range of environments; and in particular members of the public who may have limited or no experience of the planning system; and
 - ix. A proven track record of delivery to contractual deadlines whilst maintaining quality standards.

Conditions of Contract

- 17** The contract will be subject to the Planning Inspectorate’s Conditions of Contract included at Annex A.

Contract Location

- 18** Casework will be offered across the whole of England with a small amount in Wales, although most of our work is located in the South East of England.
- 19** Contractors are expected to travel to meet the needs of the contract and reasonable applicable expenses will be reimbursed at cost in accordance within the limits set in Schedule 1 of the Conditions of Contract (Annex A).
- 20** NSIs choose where and when to undertake their work, aside from site visits which are scheduled by the Inspectorate.
- 21** To ensure impartiality and fairness, NSIs are not able to work in areas which could result in, or be perceived as, a conflict of interest. During the tender process you will be asked to provide information on this. The information shall not be evaluated but may be taken into consideration during the final shortlisting.

Contract Duration

- 22** The call off contract shall be for up to 18-months with an option to extend for a further 18-months subject to business need and contractor performance.

Resources

- 23** NSIs must provide their own office space, stationery and IT to complete the duties required of the contract.
- 24** NSIs will access a portal to download their casework and then upload their decision within the contracted timescales.
- 25** It is the responsibility of the NSI to ensure their own access to the most appropriate and up-to-date documentation, such as Government statutes, Statutory Instruments, planning advice, circulars, policy statements and guidance, regulations and related material.
- 26** The Planning Inspectorate will periodically email or upload notices of key policy and legislative changes to the NSI and the NSI is expected to maintain their own records.
- 27** NSIs are not employees and do not therefore have access to the same benefits offered to salaried staff.

Contract Performance

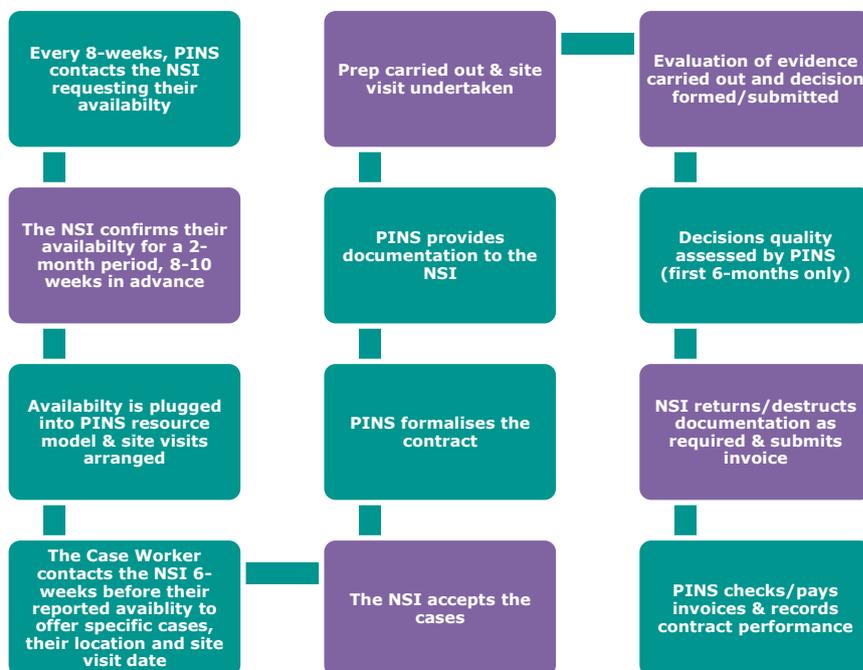
- 28** To ensure that NSIs meet the required standards through the life of their engagement with the Inspectorate, they shall be monitored through key performance indicators included in Schedule 3 of the Conditions of Contract, they include quality and timeliness targets.

Briefings

- 29 Once contracted, NSIs will be required to attend a 5-day briefing.
- 30 A choice of 2 briefing dates will be available and you will be asked to give your first and second choice at time of award. Please note we will endeavour to meet your first choice wherever possible, but to ensure an equal split of suppliers it may be necessary to take your second choice.
- 31 The purpose of briefing session is to ensure that NSIs are fully aware of the Inspectorate’s standards and procedures and will be provided with guidance on how to conduct casework and write a decision.
- 32 Casework will not be offered to NSIs unless they have attended the briefing.
- 33 Briefings will be held annually to provide up to date information to NSIs and give an opportunity for questions and interaction.
- 34 A fee is paid for attendance at the briefings with expenses in accordance with the Schedule of Fees & Expenses at Schedule 1 of the Conditions of Contract (Annex A).

Allocation of Work/Contracts

- 35 For all of the contract lots, availability shall be sought and work allocated through the following high level process for each NSI. More specific detail for each lot is provided in section 4 of this document.



- 36 As an example, in July 2018 availability was sought from incumbent NSIs for the months of October and November 2018. In mid-August, the Case Worker shall contact the NSIs to offer specific cases as per the reported availability.

- 37** From time to time NSIs need to provide information to assist the Inspectorate to deal with complaints or respond to High Court Challenge.
- 38** As part of the Inspectorate's Transformation Programme, the process for the allocation of work/contracts is being reviewed and may change to deliver a more streamlined process.

IR35

- 39** The work of an NSI has been deemed outside the scope of the IR35 tax intermediaries.

3. Supplier Event

- 40 All suppliers are invited to attend a briefing on 30 August 2018 from 2pm in central Bristol to find out more about the Inspectorate, our current challenges and the work of an NSI.
- 41 Those wishing to attend must email procurement@pins.gsi.gov.uk by 5pm on 28 August 2018 with the names of attendees.

Agenda

- 42 An agenda will be sent to all suppliers prior to the event. It is likely to include an introduction to our organisation, information on the project, the procurement process and a Q&A session.

Venue

- 43 2 Rivergate, Temple Quay, Bristol, BS1 6ED.
- 44 A location map can be viewed [here](#).
- 45 As this is a government building, only pre-registered attendees will be permitted to enter.
- 46 If you are unable to attend, we can provide any material used at the event and the questions and answers.



4. Contract Lots

Lot 1 – S78 Planning Appeals

- 47** For the first 6 months of their appointment, NSIs are asked to provide availability to undertake approximately 8 cases per month. These 8 cases can be a combination of Lot 1 and Lot 2 if desired.
- 48** Following the first 6 months, it is anticipated that an NSI will offer availability for at least 4 cases per month for Lots 1 &/or Lot 2.
- 49** Where casework is available, the Inspectorate will offer to contract with NSIs under the Conditions of Contract, including the Fees & Expenses Schedule.
- 50** The Offer of Call-off contract shall be open for acceptance for 5 days of the date of the Offer. If this deadline is not met the Planning Inspectorate reserves the right to offer this work to an alternative NSI.
- 51** Casework duties shall include, but is not limited to:
- Accessing an online portal (through an application called 1Drive) to download details of each case which will include applications, statements from parties, additional evidence supporting the appeal/application.
 - Reviewing evidence and preparation;
 - Conducting a site visit;
 - Evaluating evidence;
 - Producing an evidence based decision letter/report;
 - Submitting decisions by uploading onto the 1Drive online portal;
 - Returning or destructing all documentation in line with GDPR requirements; and
 - Responding to requests for information to assist the Inspectorate to deal with complaints or respond to High Court Challenge.
- 52** On occasion other cases will be linked to the main case and the NSI will also have to determine these linked cases under the call-off contract and an additional fee will be payable (see Schedule 1 of the Conditions of Contract (Annex A));
- 53** Applications for costs may also be submitted and will need to be determined and a costs decision determined. An additional fee is payable for costs cases (see Schedule 1 of the Conditions of Contract (Annex A)).

- 54** Each call-off contract will be issued within a cluster of cases (normally 4-8 cases where possible) which will be located within easy travelling distance from each other. The NSI shall be expected to undertake the site visits on the same day (or over 2 days if there are more than 5 cases) and complete the work for each case simultaneously, within the agreed call-off contract timescales.

Deliverables

- 55** For each call-off contract, the NSI will be required to:
- Familiarise themselves with the appeal evidence provided including reason for refusal
 - conduct a site visit as required
 - provide an evidence based decision
 - respond to any requests for information from the Inspectorate to assist in our responses to complaints or to High Court Challenges
 - ensure all decisions are compliant with current relevant legislation policy and guidance meeting the quality standards expected by the Inspectorate.
- 56** The following timescales are to be met:
- All decisions to be completed within 15 calendar days following the site visit, while decisions are subject to pre-issue quality assurance checks to allow us to meet our targets;
 - Once the Inspectorate is satisfied that the NSI is consistently delivering decisions to the required standard, all decisions must be completed and submitted within 21 calendar days following the site visit.
 - In exceptional circumstances if the case is found to be unexpectedly complicated additional time may be requested at the discretion of the Inspectorate.
 - It is the responsibility of the NSI to ensure that they are able to manage their priorities to meet their contractual obligations.

Lot 2 – Householder and Commercial Appeals Service

- 57** For the first 6 months of their appointment, NSIs are asked to provide availability to undertake approximately 8 cases per month. These 8 cases can be a combination of Lot 1 and Lot 2 if desired.
- 58** Following that it is anticipated that an NSI will offer availability for at least 4 cases per month for Lots 1 & / or 2.

- 59** Where there is casework available, the Inspectorate will offer to contract with NSIs under the Conditions of Contract and the Fees & Expenses Schedule (Annex A).
- 60** The Offer of Call-off contract shall be open for acceptance for 5 days of the date of the Offer. If this deadline is not met the Planning Inspectorate reserves the right to offer this work to an alternative NSI.
- 61** Casework duties shall include, but is not limited to:
- Accessing a portal to download details of each case which will include applications, statements from parties, additional evidence supporting the appeal/application.
 - Review of evidence and preparation;
 - Conducting a site visit;
 - Evaluation of the evidence;
 - Production of an evidence based decision letter/report. Decisions should be to the quality standard and in the format required by the Inspectorate;
 - Decision to be submitted to the Inspectorate by uploading on to a portal.
 - Each decision will be subject to quality standard assessment for a period until the quality standards are consistently met;
 - Return or destruction of all documentation to the Inspectorate in line with GDPR requirements;
 - Responding to requests for information to assist the Inspectorate to deal with complaints or respond to High Court Challenge.
- 62** On occasion other cases will be linked to the main case and the NSI will also have to determine these linked cases under the call-off contract and an additional fee will be payable (see Schedule 1 of the Conditions of Contract (Annex A));
- 63** Applications for costs may also be submitted and will need to be determined and a costs decision determined. An additional fee is payable for costs cases (see Schedule 1 of the Conditions of Contract (Annex A)).
- 64** Each call-off contract will be issued within a cluster (normally 4-8 cases where possible) which will be located within easy travelling distance from each other. The NSI shall be expected to undertake the site visits on the same day (or over 2 days if there are more than 5 cases) and complete the work for each case simultaneously, within the agreed call-off contract timescales.

Deliverables

- 65** For each call-off contract, the NSI will be required to:
- Familiarise themselves with the appeal evidence provided including reason for refusal and
 - conduct a site visit as required
 - provide an evidence based decision
 - respond to any requests for information from the Inspectorate to assist in our responses to complaints or to High Court Challenges.
 - ensure all decisions are compliant with current relevant legislation policy and guidance meeting the quality standards expected by the Inspectorate.
- 66** The following timescales are to be met:
- All decisions to be completed within 9 calendar days following the site visit, *while decisions are subject to pre-issue quality assurance checks.*
 - Once the Inspectorate is satisfied that the NSI is consistently delivering decisions to the required standard, all decisions must be completed and submitted within 14 calendar days following the site visit.
 - In exceptional circumstances if the case is found to be unexpectedly complicated additional time may be requested at the discretion of the Inspectorate.
 - It is the responsibility of the NSI to ensure that they are able to manage their priorities to meet their contractual obligations.

Lot 3 – S174 Enforcement and S195 Lawful Development Certificate Appeals

- 67** For the first 6 months of this contract NSIs are required to provide availability to undertake approximately 4 cases per month.
- 68** Following that it is anticipated that an NSI will offer availability for at least 4 cases every other month.
- 69** Where there is casework available, the Inspectorate will offer to contract with NSIs under the Conditions of Contract and the Fees & Expenses Schedule (Annex C).
- 70** The Offer of Call-off contract shall be open for acceptance for 5 days of the date of the Offer. If this deadline is not met the Planning Inspectorate reserves the right to offer this work to an alternative NSI.

- 71** Casework duties shall include, but is not limited to:
- Taking receipt of the file for each case which will include applications, statements from parties, additional evidence supporting the appeal/application.
 - Review of evidence and preparation;
 - Conducting a site visit;
 - Evaluation of the evidence;
 - Production of an evidence based decision letter/report. Decisions should be to the quality standard and in the format required by the Inspectorate;
 - Decision to be submitted to the Inspectorate by email and the file returned within 3 days of the decision on being accepted using the postal return labels and envelopes which will be provided by the Inspectorate.
 - Each decision will be subject to quality standard assessment for a period until the quality standards are consistently met;
 - Return or destruction of all retained documentation to the Inspectorate in line with GDPR requirements;
 - Responding to requests for information to assist the Inspectorate to deal with complaints or respond to High Court Challenge.
- 72** On occasion other cases will be linked to the main case and the NSI will also have to determine these linked cases under the call-off contract and an additional fee will be payable (see Schedule 1 of the Conditions of Contract (Annex A));
- 73** Applications for costs may also be submitted and will need to be determined and a costs decision determined. An additional fee is payable for costs cases (see Schedule 1 of the Conditions of Contract (Annex A)).
- 74** Each call-off contract will be issued within a cluster (normally 4 cases) which will be located within easy travelling distance from each other. The NSI shall be expected to undertake the site visits on the same day and complete the work for each case simultaneously, within the agreed call-off contract timescales.

Deliverables

- 75** For each call-off contract, the NSI will be required to:
- Familiarise themselves with the appeal evidence provided including reasons for the issue of the Enforcement Notice, purported reasons or no reasons for refusal in the case of a failure case.

- conduct a site visit as required
- provide an evidence based decision
- respond to any requests for information from the Inspectorate to assist in our responses to complaints or to High Court Challenges.
- ensure all decisions are compliant with current relevant legislation policy and guidance meeting the quality standards expected by the Inspectorate.

76 The following timescales are to be met:

- All decisions to be completed within 21 calendar days following the site visit, while decisions are subject to pre-issue quality checks.
- Once the Inspectorate is satisfied that the NSI is consistently delivering decisions to the required standard, all decisions must be completed and submitted within 28 calendar days following the site visit.
- In exceptional circumstances if the case is found to be unexpectedly complicated additional time may be requested at the discretion of the Inspectorate.
- It is the responsibility of the NSI to ensure that they are able to manage their priorities to meet their contractual obligations.

5. Procurement Dates

- 77 The table below sets out the procurement process and associated timescales. Key dates for suppliers (when you need to be available) are highlighted, although attendance at the supplier event is not mandatory.

Activity	Date*
Invitation to tender issued	17 August
Supplier event	30 August
Closing date for questions from tenderers	31 August
Tender deadline	4pm on 7 September
Stage 1 - Evaluation of tenders & results provided to all tenderers	10-14 September
Stage 2 – Written Test held	20 September
Stage 2 – Evaluation of written tests & results provided to all tenderers	21-28 September
Stage 3 – Evaluation Interviews	8-19 October
Final scores agreed	26 October
Contract award The contract will be awarded to the successful NSIs	31 October
Briefings (2 Groups)	26-30 November 21-25 January
Work starts – Group 1	3 December
Work starts – Group 2	28 January

6. Evaluation Process & Criteria

78 The evaluation of NSIs will be in 3 stages:

- Stage 1 – Evaluation of tenders submitted
- Stage 2 – Written test
- Stage 3 – Interview evaluation

79 Each stage must be passed in order to progress.

80 Although we are aiming to procure around 100 NSIs, there are currently no minimum or maximum numbers required for each stage. The Inspectorate reserves the right to set thresholds if required.

Scoring

81 Tenders will be scored against the criteria in Annex C.

82 Criteria will be scored on a scale of 0-5 in accordance with the Planning Inspectorate’s standard scoring guide as shown below.



Stage 1 –Evaluation of tenders submitted

83 The tenderer must meet all essential criteria in Annex C. Should any of the essential criteria not be met, the tender will be 'Failed' and no further evaluation of the tender will be completed.

84 The evaluation will be scored as follows:

- The evaluator will review tenders and produce a quality score by rating tenders on a scale of 0-5 for each criterion. The scores will be added together for each Supplier giving a total score.

85 Tenders will not be evaluated on price/cost.

86 Tenders that score 3 or more in each criterion will be invited to stage 2, a written test.

Stage 2 – Written test

- 87** The suppliers shortlisted in Stage 1 will be invited to undertake a written test. All information shall be provided in advance, including the specified date and time of the test to be taken remotely and submitted electronically via email.
- 88** For the test, tenderers will be invited to produce a 'Draft Appeal Decision/Report' using the information and evidence provided.
- 89** The written test will be scored as follows:
- The evaluator will review your decision/report and produce a quality score by rating tenders on a scale of 0-5 for each criterion. The scores will be added together for each Supplier giving a total score.
- 90** In your completed decision/report we will be looking for the quality of your judgement, logic, structured and concise reasoning, coverage of relevant issues and presentation.
- 91** Tenders that score 3 or more in each criterion will be invited to stage 3, an evaluation interview.

Stage 3 – Evaluation Interview

- 92** The suppliers shortlisted in Stage 2 will be invited to attend an evaluation interview.
- 93** The interview will be scored as follows:
- The evaluators will score your responses to questions and produce a quality score by rating each criterion on a scale of 0-5. The scores will be added together for each Supplier giving a total score.
- 94** The format of the interview will be dependent on the number of suppliers who proceed to stage 3.
- 95** Tenders must score 3 or more in each criterion to be considered.

Total Score

- 96** The total scores for each stage of the process shall be added together and suppliers shall be ranked. The highest scoring suppliers will be selected and the Inspectorate reserves the right to determine that number.

7. Your Tender

- 97** Tenderers shall provide a proposal by completing and submitting the Tender Response template included in Annex D.
- 98** The production of concise, succinct information is essential for fair evaluation of tenders.
- 99** **Tenders must be submitted by email to procurement@pins.gsi.gov.uk no later than 4pm on Friday 7 September 2018.** We reserve the right to refuse any tenders received after this deadline.
- 100** Your tender should be submitted in an unprotected Microsoft Word format.
- 101** Tenderers are not entitled to claim any costs or expenses from the Inspectorate which may be incurred in preparing tenders or attending the Supplier Open Day whether or not the tender is successful.
- 102** While reasonable care has been taken in preparing the information in this ITT and any supporting documents, the information within the documents does not purport to be exhaustive nor has it been independently verified.
- 103** Neither the Inspectorate nor its representatives, employees, agents or advisors:
- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT and supporting documents; or
 - accepts any responsibility for the adequacy, accuracy or completeness of the information contained in the ITT and supporting documents nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 104** It is the tenderer's sole responsibility to undertake such investigations and take such advice (including professional advice) as it considers appropriate in order to make decisions regarding the content of its tenders and in order to verify any information provided to it during the procurement process and to query any ambiguity, whether actual or potential.
- 105** Questions asked during the tender process will be published with their answers to all tenderers. Any such information will be made anonymous before being passed on. The Inspectorate reserves the right to not respond to such enquiries where this would be inappropriate.