SURPLUS PUBLIC SECTOR LAND SITE TRANSFERS

Technical Due Diligence Services Tender for Sites with a Value >£1M

Version: Final November 2014

HCAP15105

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Invitation To Quote In A Mini Competition

Issued By: Homes and Communities Agency (HCA)

(On behalf of HCA and Other Government Departments)

Tender Summary Information

A. Project Name:

Surplus Public Sector Land Site Transfers – Technical Due Diligence Services Tender for Sites with a Value >£1M

B. Issued By and Queries To:

Queries should be addressed in the first instance to:

Name: [redacted]**, Senior Technical Manager**

Address: HCA, Rivergate, Temple Quay, Bristol, BS1 6EH

Mobile: [redacted]

Email: [redacted]

C. Panel Name and Details:

Homes and Communities Agency Multi-Disciplinary Panel

All services will be in line with the Homes and Communities Agency (HCA) Multi-Disciplinary Panel Terms and Conditions, except where indicated otherwise within this document.

Invited Consultants

This tender is being issued to all panel consultants to formally bid for the services. It is anticipated that approximately two (2) organisations (hereafter referred to as 'Technical Consultants') will be appointed to undertake the services.

Commission

For each and every site considered, the services will be as a joint commission by the Technical Consultant between the HCA and the Other Government Department (OGD, see Section 1 for more information, hereafter referred to as 'The Client'). Where The Client appears in this document it refers to HCA and the transferring OGD.

Insurances

For each and every site considered the services will require, in line with the HCA Multi-Disciplinary Panel Terms and Conditions, Technical Consultants to have the following minimum insurance limits:

- Public Liability – £10,000,000.00
- Employers Liability – £10,000,000.00
- Professional Indemnity – £10,000,000.00

Warranties

For each and every site considered, the services will be as a joint commission by The Client and the Technical Consultant, so a full Duty of Care and warranties will be required for both the HCA and the OGD. On top of this, for each and every site considered, Technical Consultants will be required to offer three further warranties in place for future parties.

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D. Tender Schedule:

The proposed tender schedule is presented within Table A.

Table A: Tender Schedule

Date	Duration	Element
17/11/2014	Three weeks	**Tender Issue and Response Preparation Period.** Issue of Tender Documentation (this and supporting documents) to shortlisted Technical Consultants from Sifting Brief to prepare tender for submission.
09/12/2014	N/A	**Final Tender Responses.** Strictly via format and method presented within Section 8.
10/12/2014	One week	**Tender Assessment by The Client.** Anticipated latest appointment of consultancies by end 2014.

E. Date Response Required By:

TENDERS SHOULD ARRIVE NO LATER THAN 13:00 HOURS ON WEDNESDAY 10th DECEMBER 2014 TO ST GEORGE'S HOUSE, GATESHEAD, STRICTLY BY THE MEANS SET OUT IN SECTION 8.

Tenders received after this time/date will not be included in this mini-competition.

Responses should be sent via email and include the information set out in Section 6. Responses received any other way, later than the time/date specified, and/or missing information will not be included.

The Client reserves the right not to award this contract and does not have to award to the lowest bidder, since the tender will be assessed on a 50:50 Technical:Cost basis (see Section 7). In addition, The Client reserves the right to procure only some of the services requested.

F. Confidentiality

Please note that all contents of this document and all previous supplied information are strictly confidential. They contain sensitive information and must not be disclosed by the Technical Consultant to any third parties or used for other purposes for any reason unless express permission is given by The Client.

All information provided must be used by Technical Consultants only for the purposes of your tender production and, if appointed, the subsequent commission. If not awarded this contract, Technical Consultants are expected to immediately destroy all documentation through a confidential shredding and/or disposal process.

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

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G. Transparency

This procurement and award of this Contract is subject to the transparency arrangements being adopted by the UK Government. These arrangements include the publication of tender documentation issued by The Client and the Contract between The Client and supplier. Tenderers should highlight any areas they consider commercially sensitive in order for The Client to be able to honour our transparency obligations without undermining the Tenderer's commercial interests.

The contract value associated with the successful Tender and the name of the Tenderer may be published. As part of the Governments Transparency Agenda, The Client regularly makes available details of expenditure in excess of £500.00 by supplier.

H. Freedom of Information and Freedom of Environmental Information:

Bidders are advised that The Client is subject to the Freedom of Information Act 2000 (FoI) and/or Environmental Information Regulations 2004 (EIR) requests. If a candidate considers that any of the information supplied as part of this procurement procedure should not be disclosed because of its commercial sensitivity, confidentiality or otherwise, they must, when providing this information, clearly identify the specific information they do not wish to be disclosed and clearly specify the reasons for its sensitivity. The Client shall take such statements into consideration in the event that it receives a request pursuant to either FoI or EIR that relates to the information provided by the interested party. Please note that it is insufficient to include a statement of confidentiality encompassing all the information provided in the response.

I. Bribery and Corruption

The Client takes a zero-tolerance approach to bribery and corruption and sets high standards of impartiality, integrity and objectivity in relation to the stewardship of public funds and the management of its activities. As an example, please refer to the HCA Anti-bribery and Corruption Policy for further information. The principles contained within this policy apply to both internal and external audiences, including anyone wishing to undertake business or engage with The Client.

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Tender Requirements

1. Overview:

Introduction

Ministers announced as part of the Spending Review 2013 an overhaul of land sales, by centralising disposal in the Homes and Communities Agency (HCA) to ensure developable land is realised efficiently to support housing and economic growth.

Surplus central government land and buildings which are deemed to be developable (and not restricted to residential) and viable in England and outside London will be subject to a statutory transfer to the HCA.

Please note: Throughout this document and for ease the term 'Other Government Department (OGD)' has been used. However, for clarity, this transfer programme could cover all central government organisations to include all Ministerial Departments, Non-Ministerial Departments, Agencies and other Public Bodies and Public Corporations. A full list of potential organisations can be found at https://www.gov.uk/government/organisations. Other similar landowning bodies not listed may be identified as time progresses over the Spending Review to be incorporated into this programme. Sites may be located anywhere in England and may be identified at any time within the 2015-2020 Spending Review, or before or afterwards.

Work Objectives

As a result of the HCA becoming the Government's land disposal agency, work to begin the transfer of land that has a positive value and are developable (for any use) held by OGDs to the HCA will begin. Sites will transfer to the HCA via a Statutory Transfer route. As part of the agreed transfer model the current market value at the point of transfer must be agreed between HCA and the OGD. In order to carry out this programme, consultancy support is required, as follows:

- Initially, independent Valuers instructed by The Client will assess the indicative market value of the site to allow a decision to be made with regard to the route the sites will progress through in the transfer process.
    - For sites below £1m:
        - Valuers are required to undertake a full Red Book Market Valuation, according to the current 'RICS Valuation: Professional Standards' ("Red Book") 2014 (and any subsequent Red Book revisions applicable as at the date of valuation); and
        - Legal due diligence will be carried out to ensure all relevant legal issues are incorporated into the Valuation.
        - In exceptional circumstances, Technical Consultants may be required to consider all relevant issues and to identify appropriate costs for the Valuer to consider in their Red Book Market Valuation, as well as identifying and resolving constraints to the site, future investigations and works required to unlock the site. However, it is considered that the vast majority of sites will not have this service carried out.
    - For sites above £1m:
        - As above, but Technical Consultants will be required to consider all relevant issues and to identify appropriate costs for the Valuer to consider in their Red Book Market Valuation, as well as identifying and resolving constraints to the site, future investigations and works required to unlock the site

The appointment of the Valuers is being procured in a parallel tender exercise (through the HCAs Property Panel). Independent legal advice will be sought by both the HCA and the OGD.

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Working Arrangements

The appointed Technical Consultants, Valuers and Lawyers will have to work closely together, as well as with The Client, to fully understand the issues at each site considered to establish the appropriate valuation, to advise on works needed to inform the Delivery Strategy, and all costs that may be associated with the site. The proposed working arrangements between the appointed Technical Consultants, Valuers, Lawyers, and The Client are presented within Appendix A.

Although the Technical Consultants and Valuers will be appointed directly by the HCA and the HCA will act as programme manager and day-to-day project manager, all services will be jointly commissioned by the HCA and the transferring OGD, so a full Duty of Care and warranties to both parties will be required.

As a result, if transfer does not take place the OGD will be able to have reliance on all services produced by the appointed Technical Consultant and Valuer.

If transfer does not take place, the HCA will use the results and recommendations by the appointed Technical Consultant and Valuer to produce a Disposal Strategy and to prepare the site (if needed, for example mitigation works and/or obtain planning certainty) and market it accordingly.

Services Provision, Duration and Programme

It is anticipated that approximately two (2) Technical Consultants will be appointed to undertake the services. These Technical Consultants will provide a Services Team to last for **a minimum of four (4) years**. Subject to early termination leading from a change in government policy, change in working arrangements between the DCLG/HCA and government departments, lack of transaction or future pipeline. This early termination would be subject to 3 months' notice.

During this time, a pipeline of sites is anticipated to 'flow' from OGDs to the HCA and the appointed Technical Consultants will be managed and allocated tranches of a site or set of sites based upon a variety of means (for example, either an individual, locational and/or portfolio basis), which may be affected by:

1. Consideration of previous performance within the programme (or lack thereof);
2. Likely understanding of the site(s) based upon previous studies within this programme of sites that may be similar in nature or are from a particular OGD;
3. Capability at the time;
4. Conflicts of interest; and/or
5. Anything else pertinent.

It is The Clients intention to try so much as is possible to award sites and fees approximately equally to each appointed Technical Consultant over the duration of the programme. However, if there is repeated unsatisfactory performance, The Client reserves the right to terminate works either on a site or programme basis with a particular Technical Consultant and another Technical Consultant may be appointed to take their place.

After instruction for a particular site or set of sites, each Technical Consultant will have to work broadly in line within the programme presented in Table 1 **regardless of the amount of topics considered** (see Section 2 below) **for each and every site valued to be above £1m**.

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Table 1: Indicative Work Programme for Each and Every Site Instructed

Week No. After Site Proposed	Legals Element	Valuation Element	Technical Consultant Element
1	Instruction of site(s). Begin services.	Instruction of site(s). Begin services.	Instruction of site(s). Begin services.
2	Recommend if other services should be undertaken by the Technical Consultant.	Inform Technical Consultants as to the possible use(s) for the site. Recommend if other services should be undertaken by the Technical Consultant.	
3			
4	Present Valuers with Draft Legal Title Report		
5	Issue Draft Legal Reports for each site instructed advising of any outstanding matters still to be resolved.	Propose Draft Valuation Reports for each site instructed advising of any outstanding matters still to be resolved.	Issue Draft Due Diligence Technical Reports for each site instructed advising of any outstanding matters still to be resolved.
6	Combined meeting with The Client, Valuers, Lawyers and Technical Consultants to discuss abnormal costs and issues that may affect development, transfer process and/or ownership.		
7	Finalise Legal Reports.	Draft Valuation Issued.	Finalise Due Diligence Technical Reports.
8	If needed, another combined meeting with The Client, Valuers, Lawyers and Technical Consultants to discuss abnormal costs and issues that may affect development, transfer process and/or ownership.		
9	Issue Final Legal Reports for each site instructed.	Issue Final Valuation Reports for each site instructed.	Issue Final Due Diligence Technical Reports for each site instructed.
Throughout and, where relevant, immediately as they arise	Inform The Client of "development showstoppers" or significant issues that could affect transfer and/or present significant liabilities liabilities to make the site unviable or undevelopable..	Incorporate information from the Lawyers into the valuation and give consideration to information provided by OGDs and HCA. Inform The Client of "development showstoppers" or significant issues that could affect transfer and/or present significant liabilities to make the site unviable or undevelopable.	Inform The Client of "development showstoppers" or significant issues that could affect transfer and/or present significant liabilities. If during the course of investigations other issues arise, inform The Client immediately and other services may be instructed.

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2. Scope of Services:

Overview

The Client is seeking Technical Consultant support on sites valued to be above £1m to identify:

A. Significant 'Showstopper' issues that may prevent development (especially residential) occurring. Early advice will be needed on such matters as soon as the issues become apparent so that a view can be taken to continue or not, so the appointed Technical Consultant should not wait to finalise any report(s);

B. Consideration of appropriate abnormals and/or development costs for the Valuer to consider in their Red Book Market Valuation and how long these may take to address/mitigate;

C. Based upon the appointed Technical Consultants investigations, recommendations for further investigation(s) and/or work(s) required, to include approximate time durations and costs anything recommended may take; and

D. Liabilities that may significantly affect The Client.

There will need to be a flexibility to the appointment, as each site may not need same amount of services, due to the amount of information supplied or the sites historical or current setting, but also some sites may be withdrawn from the transfer process (partly on the basis of your work, but also upon instruction of the Valuers or The Client) if they are not able to proceed for development. In addition, more sites may be added.

Notwithstanding this flexibility, the services (considered in more detail later) may involve:

1. Site reconnaissance and overview;
2. Review of previous information;
3. Planning to inform most suitable development and likely planning and other obligations;
4. Master planning to establish indicative capacities and the implications of any considered constraint;
5. Services/utilities to include locations, capacities and future demands;
6. Highways issues to include locations of access, capacities and future demands;
7. Ground conditions to include land contamination, geotechnical & mining, and unexploded ordnance (UXO);
8. Ecological surveys to include protected/notable and invasive species;
9. Flooding, SuDS and 'water management';
10. Buildings issues to consider heritage (Listed or other preservation status), significant structural issues, and mitigation and management issues (including making-safe and demolition);
11. Archaeological and heritage issues other than affecting the building(s);
12. Other specific investigations as considered necessary.

In order to instruct the services per site, The Client will undertake a preliminary assessment of the sites to the likely risk of the above issues arising drawing upon a range of information held by numerous organisations to consider what due diligence is relevant to carry out at each site. This will include desk based information from public sources of information (e.g. Google maps and Streetview, Environment Agency 'What's in your backyard', and available historical mapping), as well as sources of information held by The Client, together with information and views of the specific sites Local Authority. In addition, the appointed Valuer may add their input into what should be considered.

Each issue will be ranked as to its apparent risk as perceived by The Client. It is proposed that only issues perceived to be either 'high' or 'medium' risk will be considered in more detail by the Technical Consultant. However, if after the Technical Consultant commences work, 'low' risk issues appear potentially more 'risky' or other issues arise, services may be extended to cover these.

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Detail of Service Requirements

For each site, the following will need to be undertaken:

1. **Site reconnaissance and overview.** A site walkover inspection of the sites and its immediate vicinity should be carried out by the Technical Consultant shortly after instruction. Access will be arranged and coordinated by The Client. This should feed into the various other services as instructed, as relevant (see Services 2-12, below). The following should be provided:
    a. **Detailed site description.** This should provide a description of the sites surrounding on all sides and setting (e.g. to include predominant uses, roads, and other infrastructure, as well as the general make up (e.g. residential, industrial, retail, etc.). The site should be described outlining on-site features and issues (e.g. land uses, buildings, topography, etc.).
    b. **Photographs.** A minimum of 10 photographs should be taken of relevant and representative issues/features at the site and its immediate vicinity. These should be included in an appendix and numbered with a clear and detailed description of what they show. The photograph locations and direction the photograph was taken should be clearly marked on a plan.
    c. **Plans.** Suitable plans to assist with the above descriptions should be provided. The HCA will provide OS and CAD compatible (.dwg) plans for each site after the Technical Consultants have signed the HCA's OS Copyright Agreement.

As previously mentioned, further services to be agreed on a site by site basis, but may include the following:

2. **Review of previous information.** All known information on the sites will be passed across to the instructed Technical Consultant for review. The information may be used to either supplement or replace any subsequent services instructed (i.e. if it is considered suitable enough and there is no need to repeat it, even if it cannot necessarily be relied upon). At the moment, the amount of information per site, its age, quality and applicability, is currently unknown. However, for the majority of sites it is expected that either very little information will exist, it may not be suitable, or that it may not be made available within the working time limits.
3. **Planning.** You should summarise available information and discussions with the relevant Local Authority Planning Department ** to try to obtain early input into the following:
    a. **Planning Status.** The planning status for the site should be ascertained. This should involve detailing the adopted (or timetable working towards) of a Core Strategy/Local Plan, allocations for the site (and initial thinking, if relevant), as well as the status and/or timetable of any local planning such as a Neighbourhood Development Plan. Consideration to if the site is in any Conservation Area and what issues this may bring.
    b. **Affordability Issues.** Requirements of the Local Authority that may affect affordability, such as S106 and/or Community Infrastructure Levy requirements, or other obligations, that may be payable. The percentage of affordable homes required on sites as well as any minimum design issues and thresholds that these may start at.
    c. **Capacity Issues.** The indicative net developable area and residential capacity for the site should be established. If this cannot be identified working assumptions should be provided with full justification for all used developable areas and capacities given.
4. **Master Planning.** It is proposed that the site has an indicative masterplan developed to take into account the proposed development and to study if the implications of any potential constraint identified are considered difficult to address so that the full implications of the constraint may be overcome. Before master planning, full liaison with the relevant Local Authority Planning Department **, The Client and appointed Valuer and, if necessary Solicitor, should occur in order that all assumptions are in-line with what would be acceptable within the locality and are consistent. The indicative net developable area and residential capacity for the site should be established with full justification for all used developable areas, densities and capacities should be given. There may be more than one possible end use and more than one

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'solution' to an end use, so all 'serious' solutions should be considered with recommendations presented as to the most suitable to maximize developability and viability.

5. **Services/Utilities.** The following may be required:
    a. **Location.** Obtain services/utilities information for the site from all relevant statutory undertakers **. This should include, as a minimum, electricity, gas, water and sewerage, together with telecommunications (telephone, cable and fibre-optics), and pipelines, as well as any other pertinent information for the locality. This should include the location of underground cables/pipes and above ground plant. Such information should be marked on plans and included in an appendix.
    b. **Capacity and Demand.** Based upon the above, the available capacity should also be ascertained for relevant services/utilities and the future demand for the proposed development ascertained. Upgrading requirements and costs should be provided, if necessary.
6. **Highways.** With liaison with the Local Authority Highways Officer **, you should provide an overview of the highways issues at the site to include access, capacity and future demand based upon the possible end use(s). In addition, provide advice and information on the likely most suitable access arrangements and solutions for the site, whether 'ransom strips', and likely capacity issues are an issue on the local road network, all of which should consider the current or previous uses as well as any potential future use(s).
7. **Ground Conditions.** The following may be required:
    a. **Land Contamination.** Develop an appropriate Preliminary Risk Assessment with diagrammatic Preliminary Conceptual Site Model, with any relevant third party information that you may require. Remedial and/or management provisions should be proposed. You should aim to liaise with the relevant Local Authority Contaminated Land Officer ** / Environmental Health Officer ** and, if necessary, Environment Agency ** to try to obtain early regulatory input.
    b. **Geotechnical and Mining.** Foundation solutions should be considered for the end use(s) proposed, as well as detailed discussion of other issues that will affect the geotechnical stability of a future development or the site in general. Remedial and/or management provisions should be proposed. These should include reference to the Law Society and Coal Authority to mining risk.
    c. **Unexploded Ordnance.** Issues that may cover Unexploded Ordnance (UXO) that may provide a potential risk on some sites with either a military history or that were within, or close to, areas heavily bombed during World War II. Remedial and/or management provisions should be proposed.
8. **Ecological issues.** The following may be required:
    a. **Protected or Notable Species.** A relevant review should be undertaken by the Technical Consultant of species that may be present at the site. This should include consultation with statutory and non-statutory organisations, such as the Local Authority Ecological Officer ** and local biodiversity record center ** to gather local information regarding biodiversity, protected or notable species and designated sites local within a suitable vicinity. Remedial and/or management provisions should be proposed.
    b. **Invasive species.** The above survey should also record the location of controlled plant species (e.g. Japanese Knotweed, Himalayan Balsam, Giant Hogweed, etc.) as well as any notifiable weeds or other identified invasive species. Remedial and/or management provisions should be proposed
    c. **Environmental Impact Assessment.** Guidance should be given to if an Environmental Impact Assessment may be required.
9. **Flooding, SuDS and water management.** The following may be required:
    a. **Flooding.** The considered flood risk for the site and its immediate surroundings with

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liaison with Environment Agency ** and/or Local Authority ** for information on historic flood records and to obtain the findings of any Strategic Flood Risk Assessment. Relate any flood levels to the existing site levels and indicate what the likely minimum level of a future proposed development may be.

b. **SuDS and 'Water Management'.** Provisions for SuDS solutions should be presented that may be suitable to the ground conditions (for example, contamination and permeability) and topography of the site. Other 'water management' solutions may be required and should be proposed (for example, oversized pipes etc.).

10. **Buildings.** The following may be required:

    a. **Listed or Other Preservation Status.** Any Listed or locally important structures/buildings heritage status should be determined, which may need liaison with the relevant Local Authority Archaeological ** / Heritage Officer ** to try to obtain early input into whether such issues affect the site redevelopment with any preservation requirements or recording necessary. Consideration to if the site is in a Conservation Area and what issues this may bring. Remedial and/or management provisions should be proposed.

    b. **Asbestos and other Hazardous Materials.** Consideration of the current or professional judgment of hazardous materials that may be present in the buildings and if emergency works are required or HCA ownership would require significant investment to overcome. Remedial and/or management provisions should be proposed.

    c. **Structural issues.** Consideration of the current or professional judgment structural integrity of the buildings and if emergency works are required or HCA ownership would require significant investment to overcome. Remedial and/or management provisions should be proposed.

    d. **Demolition.** With consideration to the other issues raised above (e.g. Listed or some other form of preservation) if buildings must or could be reused. If not, advice on the surveys needed and process to demolish the structures should be provided. Liaison with the Local Authority Planners ** should be undertaken as to if Planning Permission would be required or if the works could be done under Devolved Powers or some other course of action.

11. **Other Archaeological and Heritage Issues.** All other non-buildings archaeology and/or heritage issues (for example, monuments, statues, historical earth works, cemeteries, etc.) should be considered. Liaison with the relevant Local Authority Archaeological ** or Heritage Officer **, or similar, and potentially English Heritage ** to try to obtain early input into such issues may be required. Remedial and/or management provisions should be proposed

12. **Other Services.** Other services as necessary that will add value to the process may be required on and instructed on a site specific basis.

Abnormals and Development Costs.

Fully detailed costs for all aspects of the services above should be clearly presented and fully broken down with all sub-cost elements (i.e. not simply *'Highways = £X'*, but providing all cost elements and assumptions and working out) and be defensible (e.g. through professional judgement, or reference to the most up-to-date RICS guidance or SPONS "Civil Engineering and Highways Works Price Book", or other appropriate cost estimation guidance, such as English Partnerships "Best Practice Note 27: Contamination and Dereliction Remediation Costs" (soon to be amended). All issues and costs should be clearly presented if they are to be considered an 'abnormal' or other appropriate cost to be discounted from the site valuation by the Valuer in their Red Book Market Valuation. Any costs should not be 'double counted' (e.g. remediation, flood alleviation and demolition all including a cover layer to raise the site). Continued liaison with The Client, Valuer and Lawyer should occur.

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Reporting Requirements

For all aspects of services 3-12 above, the work should consider:

A. **The sites current setting.** This may allow for 'planning arguments' to be made that the future use(s) are not as impacting as the previous or current use so no, or reduced, mitigation should be made.

B. **The holding of the site by the HCA until the Disposal Year *.** Any service considered should clearly raise if any issues may relate to either liabilities or areas of potential regulatory action and/or intervention (for example, by a Local Authority, Environment Agency, English Heritage, Natural England, Health and Safety Executive, etc.). If so, recommendations should be made for further investigations and/or works required to address the issue to a satisfactory temporary basis or as a substitute for works to mitigate or manage for the proposed end use. An indicative programme to investigate issues should be presented as well as estimated ballpark costs, both fully justified.

C. **The future end use(s) of the site.** For all and any of the above service elements considered, full recommendations for relevant future investigations to consider the issues in more detail and/or works to mitigate or manage should be provided. An indicative programme to investigate issues should be presented as well as estimated ballpark costs, both fully justified.

A Standard Reporting Template (supplied, but possibly as amended in the future) has been developed and must be used to report all findings and requested information. If a particular service has not been considered this should be stated within the report but the section should be left within the report.

When works per site are complete, the following should be supplied:

1. Three hard copies of the report fully bound and compiled to include all appendices/supplementary information.
2. A CD-Rom should be provided containing a PDF unlocked electronic version of the full report compiled to include all appendices/supplementary information. In addition, due to the anticipated size of a complete report, for each service considered, these should be collated so that information on each service could be available by itself. Full electronic supply of all supporting information will be required for each and every service undertaken. This should include all photographic information provided in JPEG format; all site data (such as plans in a .dwg and pdf format, etc.). All of the above should be clearly marked within separate folders on the CD-Rom so that it is obvious what it is, what it relates to and when it was generated. This information will be gathered, compiled, analysed and organised during all standard elements of the services above and following best practice, so costs to supply should be fully justified, if at all required.

Health and Safety

The Client takes health and safety very seriously and both expect all Technical Consultants to do the same. As a result, full Method Statements and Risk Assessments, must be finalised shortly upon instruction but before considering the first site and submitted to The Client for checking and approval. However, as the sites are not currently known, these Method Statements and Risk Assessments should be suitably generic and wide ranging to cover all service types covered above. These may then be suitably tailored to individual sites, if necessary. As a minimum, the Method Statements and Risk Assessments should cover:

I. Protocol and methods for dealing with any live and redundant services;

II. Protocol and methods for dealing with contaminated land, especially with asbestos;

III. Protocol and methods for working on and close to steep slopes;

IV. Protocol and methods for working in and close to water;

V. Protocol and methods for working close to roads;

VI. Protocol and methods for working close/within buildings (including ones that may be potentially

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dangerous);

VII. Protocol and methods for working where the general public may be present;

VIII. Instructions for how personnel attending site will consider the generic issues in relation to the issues actually present; and

IX. Anything else relevant.

Notes:

** 'Disposal Year' for each site considered will be different and derived by the HCA through the joint outputs of the Technical Consultant and Valuer through the course of all investigations and other work undertaken by the HCA.*

*** It is acknowledged that contact with relevant organisations and or individuals mentioned (for example, from the Local Authority and Environment Agency) as marked with a double asterisk (**) above may be difficult within the timeframes provided. Therefore, 'best endeavours' to make contact and seek their advice and views should be made. If contact has not been made, this should be clearly indicated in the outputs and professional judgment should be made. If you subsequently hear from them after reporting, this information should be forwarded to The Client as an 'addendum'.*

3. Proposed Staff:

For services 3-12 (from Section 2) and for cost derivation, management, coordination and administration, propose staff who will be working on the programme. Include a discussion of what and why the staff proposed will be used. Please include a two-page CV for all staff to be used. Please only include people who will be working on the services rather than 'representative' staff simply for the purposes of the tender.

Provide an approximation of how much time each member of staff will devote to the project for sites by completing (and amending as necessary) the Resourcing Schedule contained within Appendix B.

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4. Management Arrangements:

Please provide any relevant details for the management of the programme. This should focus on how each of the due diligence aspects will be coordinated. In addition, you may include any other pertinent issues, such as health and safety as well as time/personnel management, as relevant.

Any work with proposed sub-consultants (for example, cost consultants) should be justified and explained to show how delivery with an outside resource will be managed. Previous experience of working with the proposed sub-consultants should be provided.

Please also indicate how you will work effectively with The Client and appointed Valuers and Lawyers. Please indicate who will be the main Client contact and who will lead the team. Such people should be able to have varied and wide technical discussions to justify/defend/explain all elements of the services as necessary without excessive referring to other team members.

There will need to be a flexibility as each site may not need same amount of services, and some sites may be withdrawn from the transfer process (partly on the basis of your work, but also the view of the Valuers and/or The Client) if they are not able to proceed. In addition, more sites may be added.

Please also indicate how you will effectively and efficiently mobilise your team to start considering each instructed site and how this will be guaranteed.

Please also include an estimated resource input table for all staff based by completing (and amending, as necessary) the Resources Schedule within Appendix B. Any additional services you consider necessary should be costed separately by amendment of the Resources Schedule.

5. Costs:

Please provide all relevant internal and external (e.g. sub-consultants, expenses, professional fees, etc.) costs for completing the above services with a clear cost element for each service as detailed in Section 2 by completing (and amending, as necessary) the Resources Schedule within Appendix B. Any additional services you consider necessary should be costed separately by amendment of the Resources Schedule.

In addition, include if 'benefits of scale' will be applicable at certain thresholds and why, how and at when these will be established (e.g. size of site or after consideration of particular amount of sites).

Indicative costs should also be provided per site for purchase of professional materials (such as to obtain an Envirocheck, services/utilities information, etc.) as considered necessary. Your proposed mechanism to charge for these should be clearly explained (e.g. 'Envirocheck at cost').

Please also present your overall total costs assuming all services outlined within Section 2 (pages 9-14) plus any management costs within Section 4 (page 15, above), all multiplied as relevant to consider 50 sites, including an estimate of what you consider expenses may be (can be separately presented). In addition, estimated costs for professional materials (e.g. Envirocheck, Utilities information, etc.) for the 50 sites.

As previously mentioned, there will need to be flexibility as some sites may stop works part way through consideration. If this is the case, abortive costs will be paid so long as they can be fully justified and proved that significant outlay and/or work has progressed.

On behalf of The Client, the HCA will receive all invoices and issue payment. So that the HCA can keep track of expenditure, each site will be instructed separately even if it is part of a portfolio of sites. Technical Consultants should submit regular monthly electronic invoices clearly outlining work completed and expenses **individually** per site clearly indicating the sites given ITP number **and** Finance Code.

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6. Tender Responses:

Consultants should submit a short proposal to include the following:

1. Covering note including assessment and understanding of the task (no more than four (4) sides of A4, minimum 11 point Arial font);
2. Demonstration of your previous experience of carrying out a combination of all the services detailed in Section 2 under similar strict time constraints (no more than two (2) sides of A4, minimum 11 point Arial font);
3. A detailed overview of what investigations and work you propose to do and why for each and every service within Section 2 in order to ascertain the issues, their implications and costs to address. This should also detail what likely proposed future works may be for each service. For service 12 'other services', please outline what such services could be and how they would add value to the consideration of sites developability, viability and holding liabilities. This should be linked with the Standard Reporting Template provided and you should clearly describe how all parts of the template will be completed. All of this should be no more than twenty (20) sides of A4, minimum 11 point Arial font);
4. To ensure consistency across all sites, a Standard Reporting Template has been developed and this should be used for all services for every site. However, this could be altered and improved and The Client is open to suggestions. Therefore, you should include a detailed critique of this 'template' within your submission outlining where and how you would recommend changes, what these would entail and the benefits they would bring. This can either be as 'comments' on the Standard Reporting Template Word file or could be as a totally new template with comments and descriptions of what each section covers as necessary. Regardless, it should be clear of your input.
5. Details of any sub-consultants and confirmation of sub-consultancy management arrangements and previous joint project experience (no more than two (2) sides of A4, minimum 11 point Arial font);
6. Arrangements for management of the team (including any sub-contractors) and overall assignment, including co-ordination of individual projects, flexibility of approach, quality assurance and liaison with The Cleint, Valuers, and Lawyers (no more than four (4) sides of A4, minimum 11 point Arial font);
7. Gantt diagram showing the project programme proposed clearly showing what services may affect other services and/or where 'pinch points' may be;
8. CV's for each person proposed, including details of their role, title, skills and development orientated experience of carrying out the relevant services (no more than two (2) sides of A4, minimum 11 point Arial font, per person);
9. Costs associated with the project clearly provided as broken down into the individual service elements within Section 2 by completing (and amending, as necessary) the Resources Schedule within Appendix B. Any additional services you consider necessary should be costed separately by amendment of the Resources Schedule. All expenses, travel costs and disbursements should be separately identified and detailed how these will be calculated and charged (e.g. Landmark Envirocheck Report '£ At Cost'). An indicative total cost per 100 sites should also be provided (see Section 5 for more details). All quotes should be exclusive of VAT; and
10. If relevant, covering paper identifying any elements of your submission with full justification(s)on why certain elements should not be released under any FoI and/or EIR requests and/or that may affect publication via transparency arrangements.

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7. Tender Assessment Criteria:

All eligible bids submitted ONLY via the process outlined in Section 8 will be assessed following the 50:50 Technical:Cost evaluation framework outlined within Table 2. Appendix C presents more details on what will be assessed and how marks will be allocated. In particular, Technical Consultants should especially consider the 'Minimum Marks' required for each element of the Technical assessment. Failure to meet these scores will mean that the submission will be deemed to non-compliant and the remaining Technical elements and the Cost element will not be assessed.

Table 2: Tender Evaluation Framework

Element		Sub-Score	Score
Technical	Outline of how you will undertake all services outlined within Section 2 and how these will be delivered to equally balance the interests of The Client (i.e. HCA and OGD).	20	**50**
	Critique of Standard Reporting Template	10	
	Ability to work consistently to, or better than, the timeframe specified within Table 1 and how you will establish efficient mobilisation and commencement of the instructed services.	5	
	Staff proposed.	10	
	Management and communication.	5	
Price	Cost (£).	50	**50**
TOTAL			**100**

The Client reserves the right not to award this contract to any tenderer and not to award to the lowest priced tenderer, due to the way the bids will be assessed. In addition, some elements of the services may not happen, depending upon the outcomes of exploratory investigations and discussion, including the services the appointed Technical Consultant will be doing.

The contact is subject to early termination leading from a change in government policy, change in working arrangements between the DCLG/HCA and government departments, lack of transaction or future pipeline. This early termination would be subject to 3 months' notice.

8. Tender Responses To:

Consultants should submit their tender as an electronic PDF or MS Word document (or similar) by e-mail to:

tenders@hca.gsi.gov.uk

Submissions should be clearly marked 'TENDER' and include the following information in the **SUBJECT FIELD**:

- **Tender Name:** SPSL TECHNICAL DUE DILLIGENCE SERVICES TENDER;
- **Tender Reference:** HCAP15105; and

- **Unique bidders code:** HCAP15015 –TDDXX, as detailed on the covering e-mail.

FAILURE TO COMPLY WITH ANY OF THE ABOVE MAY MAKE YOUR SUBMISSION INELIGIBLE.

Tenders received after this time/date will not be included in this mini-competition.

The Client reserves the right not to award this contract and does not have to award to the lowest bidder, since the tender will be assessed on a 50:50 Technical:Cost basis (see Section 7). In addition, The Client reserves the right to procure only some of the services requested.

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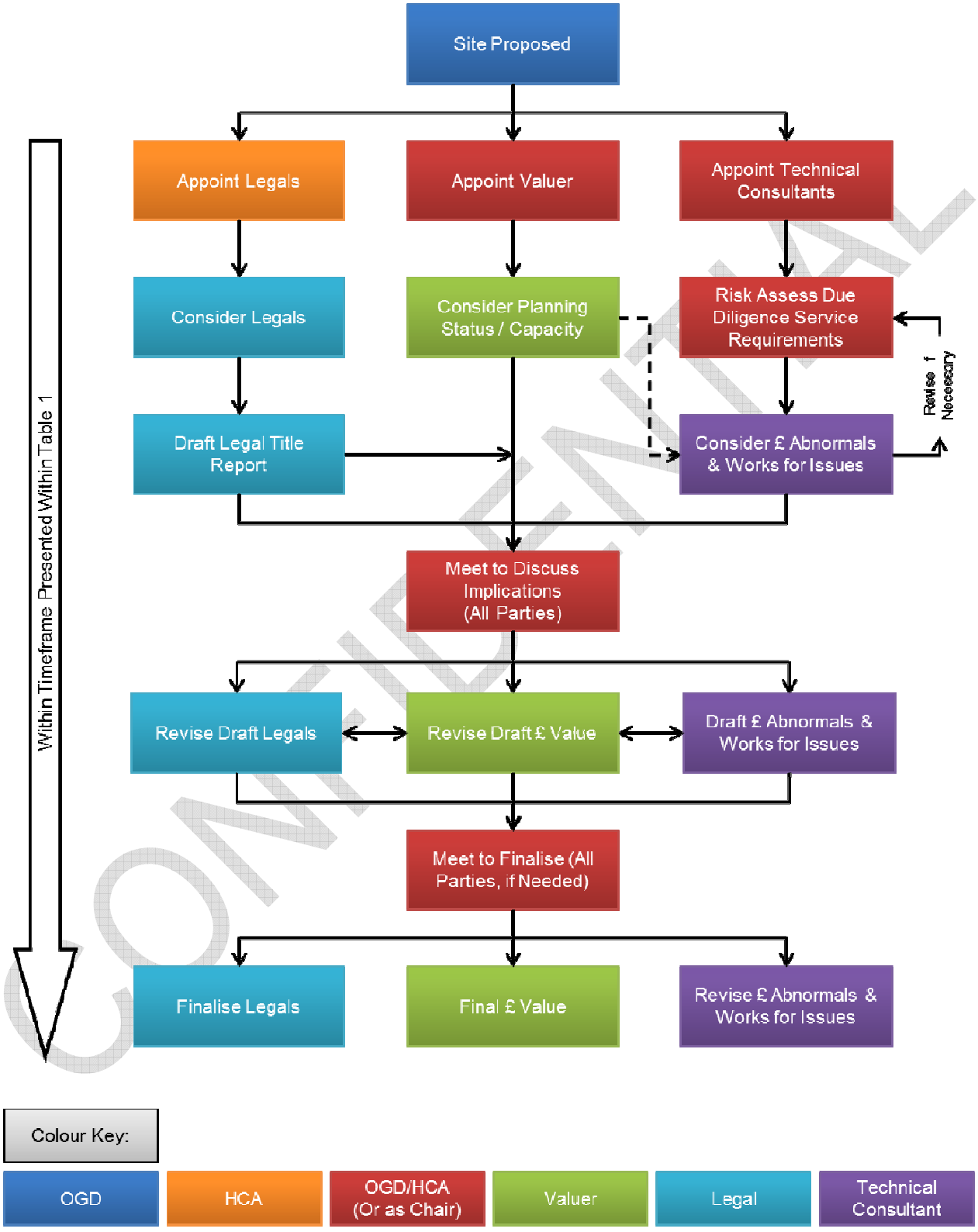
Appendix A: Proposed Working Arrangements between HCA, OGD, Technical Consultants, Valuers and Lawyers for Sites with a Value >£1M



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Appendix B: Resourcing Schedule To Be Completed

Table B1: Resourcing Schedule for Sites with a Value >£1M (Assume All Services Are Required)

Service (From Section 2)		**Staff Resource (Staff Names)**	**Anticipated No. of Days to Complete (Amount per Name)**	**Total £**
1	Site reconnaissance and overview;			£
2	Review of previous information;	On a site by site basis as instructed		
SUB TOTAL:				**£**
3	Planning to inform most suitable development and likely planning and other obligations;			£
4	Master planning to establish indicative capacities and the implications of any considered constraint;	On a site by site basis as instructed		
5	Services/utilities to include locations, capacities and future demands;			£
6	Highways issues to include locations of access, capacities and future demands;			£
7	Ground conditions to include land contamination, geotechnical & mining, and unexploded ordnance (UXO);			£
8	Ecological surveys to include protected/notable and invasive species;			£
9	Flooding, SuDS and 'water management';			£
10	Buildings issues to consider heritage (Listed or other preservation status), significant structural issues, and mitigation and management issues (including making-safe and demolition);			£

Service (From Section 2)		Staff Resource (Staff Names)	Anticipated No. of Days to Complete (Amount per Name)	Total £
11	Archaeological and heritage issues other than affecting the building(s);			£
12	Other specific investigations as considered necessary.			£
12a	(STATE)			£
12b	(STATE)			£
12c	(STATE)			£
12d	(STATE. Please continue if needed.)			£
SUB TOTAL:				**£**
-	Management and communication			£
-	Other			£
	(STATE)			£
SUB TOTAL:				**£**
TOTAL:				**£**

GRAND TOTAL (Above Total x 50, see Price Score box in Appendix C for more details):	**£**

Appendix C: Detailed Tender Marking Schedule

Element		Marking Schedule	Sub-Score	Score
Technical	Outline of how you will undertake all services outlined within Section 2 and how these will be delivered to equally balance the interests of The Client (i.e. HCA and OGD)..	0 – Few details presented and/or the level of effort is not considered compatible with the value and/or duration of the service. No identification of needs of The Client. 1-10 – Selected details presented, but submission mostly focusses solely on best practice and guidance to be followed on the particular service with few other details. Some consideration of a potential conflict of interest of The Client but little accompanying detail. 11-15 – Some details presented, including reference to best practice and guidance on the particular service, together with general issues and implications of the particular service provided. Outline of how 'abnormal' and/or development costs for the service will be derived. Some consideration of potential conflict of interest of The Client, i.e. identifying there may be competing interests, but only some detail on how this will be balanced. 16-20 – Full details presented, including reference to best practice and guidance on the particular service, together with specific examples of issues and implications of the particular service provided. Detail presented of how 'abnormal' and/or development costs for the service will be derived. Consideration will also be given to how 'double counting' of issues (especially costs) will be identified if and when certain issues may affect other issues. Detailed overview of what and how recommended investigations and works will be presented and how the costs and timetable for such work will be derived, together with the presentation of the possible risks to site disposal of not undertaking the work. Full and detailed consideration given to potential conflict of interest of The Client and how this will be overcome in an independent, reliable and professional manner to ensure the correct balance is struck. **MINIMUM MARK NECESSARY = 14**	20	**50**
	Critique of Standard Reporting Template	0 – Few details presented and/or the level of effort is not considered compatible with the value and/or duration of the service. 1-4 – Few original ideas to improvements either on format or content presented. Little thought given to how and why the report is proposed, how it is generated and what it will be used for. 5-7 – Some comments made on improvements to both format and content, with consideration over how and why the report is proposed, how it is generated and what it will be used for both during the valuation and transfer process and in the future. 8-10 – Detailed critique presented that considers how the report can be improved, potentially	10	

Element		Marking Schedule	Sub-Score	Score
		streamlined, but without losing detail so allowing the report to be the starting point for future works. Consideration will also be given to how 'double counting' of issues (especially costs) could be identified clearer and if and when certain issues may affect other issues. Proposals are given to, for example, clearer summaries of costs, major issues, future investigations and works. Outline of what and how recommended work could be presented better and how the costs and timetable for such work will be derived, together with commentary on risks of not undertaking recommended work. Thorough consideration over how and why the report is being generated and what it will be used for, including which parts may be the most important for developing a Disposal Strategy and considering any Disposal Year. **MINIMUM MARK NECESSARY = 6**		
	Ability to work consistently to, or better than, the timeframe specified within Table 1 and how you will establish efficient mobilisation and commencement of the instructed services.	0 – Few details presented and/or the level of effort is not considered compatible with the value and/or duration of the service. 1-3 – Generic or non-committed 'guarantee' that the timeframe will be met with only partial details of why this will be the case. 4-5 – 'Complete Guarantee' that the timeframe will be met with full details of how and why this will be the case, how teams will be mobilised across England as necessary and how reporting will be managed to collate all aspects, establishing and allowing for interrelating services that may affect other services, including technical checks and report 'sign-of'. **MINIMUM MARK NECESSARY = 3**	5	
	Staff proposed.	0 – Only key members of staff are proposed or too many generic CVs are included. 1-5 – Only key members of staff are proposed and although tender specific CVs are presented, there is no discussion on how staff will be available for the programme. 6-10 – All staff members are proposed for the services with tender specific CVs clearly outlining similar work and work that will be beneficial to undertake the works. Client lead presented. Information provided on how replacement staff will be provided and 'trained' and/ 'brought up to speed' effectively in the specific requirements of the programme should staff become ill or leave the organisation. **MINIMUM MARK NECESSARY = 6**	10	
	Management and communication.	0 – Few details presented and/or the level of effort is not considered compatible with the value and/or duration of the service.	5	

Element		Marking Schedule	Sub-Score	Score
		1-3 – Cursory information on management and communication is presented, but this may not be balanced between the topics. 4-5 – Dedicated client lead presented. Full resource input table for all staff based upon the two site thresholds (>2Ha and <2Ha) presented within Section 5. Full overview of how services required will be considered and brought into topic presented including how you will work with The Client and Valuer seamlessly. Full consideration to how you will keep The Client up to date with progress on each site working with. Full consideration of 'better ways of working' that will allow swift transfer of documents/reports and interaction etc. between parties (whilst bearing in mind potential restrictions to data availability/transfer due to it being government information without minimum security protections being in place). **MINIMUM MARK NECESSARY = 3**		
Price	Cost (£).	50 – Allocated to the cheapest compliant bidder. The cheapest bidder will be considered to be the bidder who has the cheapest consideration of all services within Section 2 plus management, administration, etc costs within Section 4, all multiplied as relevant to consider 50 sites. The Client will analyse all costs to ensure that all elements are included within the costs that should be and the cost assessed may not necessarily be the cost the bidder provides. All other bidders will be given the relevant pro-rata score based upon their costs in relation to the cheapest bidder. The calculation used will be: $\left(\frac{£\ Lowest\ Eligible\ Cost\ Bid}{£\ Your\ Eligible\ Cost\ Bid}\right) x\ 50 = Your\ Cost\ Score$ However, if the submission is not considered to meet **each and every Minimum Mark** within the Technical Assessment above, further Technical Elements and the Costs will not be considered and the Technical Consultant will be deemed to have submitted a non-compliant bid.	50	**50**
TOTAL				**100**