



LAMBETH COUNCIL

ESTATE REGENERATION PROGRAMME

PROCUREMENT OF A DEVELOPMENT MANAGER AND DESIGN TEAM

TENDER

INVITATION TO TENDER

NOTICE

Tenderers are advised to study all sections of this Invitation To Tender (ITT) carefully as it contains important information in relation to the process and timetable to be followed and the basis on which the award of a contract may be made. Failure to follow the instructions in this ITT could mean that your organisation or its submissions are rejected or disqualified.

TABLE OF CONTENTS

1. INTRODUCTION
2. BACKGROUND, OBJECTIVES, THE SITE AND PROCUREMENT STRATEGY
3. THE SERVICES
4. THE DEVELOPMENT MANAGEMENT AGREEMENT
5. THE TENDER DOCUMENTS
6. GENERAL
7. CONSIDERATIONS PRIOR TO TENDER SUBMISSION
8. COMMUNICATION DURING THE TENDER PROCESS
9. SUBMISSION OF TENDER(S)
10. TENDER EVALUATION
11. RESPONSE DOCUMENT REQUIREMENTS
12. HEALTH AND SAFETY
13. VARIANT TENDERS
14. TENDERER'S WARRANTIES
15. AWARD OF CONTRACT
16. FREEDOM OF INFORMATION
17. NON-COLLUSION
18. CANVASSING

APPENDIX 1: DEVELOPMENT MANAGEMENT AGREEMENT (separate document)

APPENDIX 2: SCORING MATRIX

APPENDIX 3: FORM OF TENDER

APPENDIX 4: SCHEDULE OF SERVICES

Appendix 5: PROJECT SUMMARIES (separate document)

SECTION ONE: PARTICULARS OF THE CONTRACT AND THE SERVICES

1. INTRODUCTION

- 1.1. The Mayor and Burgesses of the London Borough of Lambeth (“the Council”) are pleased to invite you to tender for the development manager and design team role for a project within the Council’s estate regeneration programme. The specific project(s), for which you are invited to tender, is communicated in a separate accompanying letter.
- 1.2. This Invitation to Tender (ITT) sets out the Tendering process and strategy and explains some of the background and overriding objectives of the Council.
- 1.3. Organisations submitting Tenders (“Tenderers”) should read the Invitation to Tender carefully since it provides the essential information required by Tenderers to place a compliant Tender.
- 1.4. Further, Tenderers are strongly urged to ensure that everyone in their team preparing their Tender has access to this Invitation to Tender.

2. BACKGROUND, OBJECTIVES, THE SITE AND PROCUREMENT STRATEGY

Background and introduction

- 2.1. All the projects within Lambeth’s Estate Regeneration Programme are exceptional opportunities to work on flagship developments in Lambeth.
- 2.2. We are seeking talented and creative organisations and individuals to work with us and the local community in realising our ambitions for these important projects. The Council’s vision is to create high quality residential neighbourhoods that deliver the Council’s ambition for More and Better Homes.
- 2.3. To take forward each project we need experienced and imaginative development managers and design teams to work with us and the local community to deliver these projects. Where possible, Lambeth Council intends to directly deliver these significant regeneration projects or, at the very least, progress directly each of these projects to the point of readiness for construction. At that point, the Council will review the resources available, to consider whether on a case-by-case basis it will be necessary to engage with a development and/or investment partner.
- 2.4. The selected development manager and design team for a project will be commissioned to progress the project through masterplanning, planning and land assembly (primarily strategy on land assembly, where applicable development site rationalisation and assisting the Council with compulsory purchase). This will involve working side-by-side with a small Council client team. On each project, once planning consent has been obtained and relevant land assembly has been completed, the next stage of the project will involve the development manager and design team working with the Council and the client team that may include Council owned and/or part owned subsidiary companies procuring a contractor on behalf of the Council and managing the build contract; ensuring that the quality and vision of the scheme is achieved within budget and delivered to a pre-agreed programme.
- 2.5. The end point for the contract will be the successful handover of the completed new homes on the development to either the Council or Council owned and/or part owned subsidiary companies .

Objectives

- 2.6. The Council recognises that there is an opportunity to do things differently in delivering new homes and working with local people both on the development site and the wider

community. We want each project to be shaped by local people (in particular existing residents), be unique to Lambeth and give us the best chance of meeting local people's aspirations.

- 2.7. The Council recognises that whilst there are many different views as to the future of housing in the Borough, there are some common themes, which come up time and time again:
- People want to see as much affordable housing as possible at Council rent levels;
 - People want new jobs created that are available for local people and training opportunities for those wishing to move into employment;
 - People don't want to see the Council's land sold off to developers; and
 - People want a greater say over where they live now and in the future.
- 2.8. Taking on board these views the Council's preferred delivery route is one where the majority of the new homes are rented and the Council maintains control over the quality of the design and build process.
- 2.9. One of the main benefits of the rental model, which it is proposed will form the foundation of the development programme, is that it allows the Council to retain the freehold ownership of the site.
- 2.10. A key challenge for the Council, its partners and the development manager and design team will be to develop a viable and deliverable scheme, which meets these aspirations – to emphasise:
- Development strategies for estate regeneration projects must be both viable and practicably deliverable. They must be feasible.
 - Projects must deliver the re-provision of existing homes in line with the Key Guarantees to residents.
 - Projects must meet as a minimum Council planning policy and Council tenancy strategy on affordable housing for the net additional new homes.
- 2.11. A series of programme level aspirations and objectives have been developed and refined by the Council for all estate regeneration projects following consultation with the local community across Lambeth. The project's aspirations and objectives continue to be developed by the Council in consultation with residents and include to create places that:
- are sustainable;
 - deliver desirable, high quality residential neighbourhoods that provide a good quality of life for residents and enable the formation and continuation of cohesive and supportive communities, including mixed use and community facilities and amenities;
 - are cost effective to manage and maintain into the future;
 - enable the formation of mixed communities with a variety of income profiles;
 - provide good quality environments, are resource efficient and provide good local amenity;
 - maximise the number of new homes in response to housing demand, taking into consideration planning constraints and expectations and local social and physical infrastructure;
 - meet the housing needs of the residents on the estate;
 - achieve the best possible viable balance of tenures for the additional new homes, with an aspiration to secure up to 60% homes at council rent levels and 40% private sale/private rent (with a preference for private rent over private sale);
 - harness the process of estate regeneration to deliver positive benefits to the local area;
- and

- seek to minimise the disruption caused to existing residents during both the decant and construction processes.
- 2.12. In addition to the project level objectives noted above, Lambeth has made commitments to residents through its Key Guarantees (see Cabinet Decision of 13th July 2015), including that:
- the Council will make every effort to ensure that people only have to move once by phasing development so that some new homes are built before existing homes are demolished; and
 - those households, who require adaptations to their property due to their disability or to the disability of a family member, will have this carried out before they are required to move into a new property. Any necessary adaptations will be carried out in consultation with the user and with relevant professionals e.g. Occupational Therapists or Social Workers.
- 2.13. In addition to all the above, the Council sees the strategy for direct delivery as an opportunity to generate social value and to benefit, in socio-economic terms, the residents of Lambeth through the development and construction processes. The Council will be looking for every opportunity available to build social value from the activities involved in progressing estate regeneration.
- 2.14. The Council has further developed consultation principles, which will guide the process by which the Council engages with residents on the development of masterplans for each estate. These are:
- keep uncertainty for residents to a minimum;
 - ensure residents have an understanding of the bigger picture;
 - make it clear to residents that their voices have been heard by decision makers; and
 - ensure that residents have the information they need to make the best choices about their families' futures.
- 2.15. In parallel with the feasibility work on estates within the estate regeneration programme, Lambeth has been developing its own Lambeth Design Standards that will apply to all new homes within the programme. The Council will be consulting more widely with residents on these new Standards in parallel with early work on masterplanning of estates. An initial draft of the Lambeth Design Standards will be available in late 2015.
- 2.16. In order to gain a better insight into the Council's ambitions and the particular circumstances of each estate, Tenderers are strongly recommended to read the pertinent Cabinet Reports on which decisions were made in July 2015, which include (for example) the Key Guarantees to residents:
- Cabinet Meeting of 13th July 2015; and
 - Cabinet Meeting of 27th July 2015.

The Site

- 2.17. An accompanying letter will provide details of the site(s) for which the Council is seeking tender(s) from a prospective Tenderer.
- 2.18. Feasibility work is currently taking place on each of the estates within the estate regeneration programme; with the exception of Cressingham Gardens, design teams are currently engaged on limited contracts to carry out feasibility work on each of the estates within the programme. The current teams engaged on each estate were set out in the Project Summaries in the previously issued Sifting Brief.

Governance and Decision Making

- 2.19. The Council is seeking to appoint the development manager and design team in one procurement and therefore expects bids either to come forward using sub-contracting arrangements or via formal consortia.
- 2.20. The Council is expecting to appoint a single lead organisation who would manage any sub contracting or consortium arrangements rather than the Council contracting separately.
- 2.21. The Council will enter into contract with a single lead organisation and this contract will be managed and administered by the Council's Project Manager.
- 2.22. Tenders will be scored by an evaluation panel consisting as defined in Section 10 of this ITT.
- 2.23. In terms of Project Governance, the Project Sponsor is Sue Foster OBE, Strategic Director for Delivery.
- 2.24. A steering group, chaired by Cllr Matthew Bennett, the Cabinet Member for Housing and Regeneration, meets on a monthly basis. The purpose of the steering group is to oversee the successful delivery of all the estate regeneration projects. The steering group is advising the Council on the procurement of the development manager and design team as well as supporting the Council to ensure that development decisions are taken in an open and transparent way.
- 2.25. The Council's constitution was revised in 2012 to strengthen its citizens' place at the centre of our work. It is the key document that governs the Council's decision-making arrangements, ensuring they are open and transparent and legally compliant. All Cabinet Members now have delegated responsibility for taking decisions in relation to their portfolio with the existing budget.
- 2.26. They are responsible for 'key decisions' – these are the decisions that have the biggest impact on communities or have the most money associated with them. In the latter case, anything that results in the local authority incurring expenditure, raising income or making savings in excess of £500,000 and up to £1,000,000 will be the decision of the Cabinet Member and the Leader of the Council.
- 2.27. Key decisions will be required for each project and they will be the responsibility of the Cabinet Member for Housing and Regeneration, along with the Leader in some cases, and in accordance with local government law and the Council's constitution.
- 2.28. Other decisions will need to be taken by officers under their delegated authority.

Procurement Strategy

- 2.29. The Council is selecting the development manager and design team pursuant to the HCA Multi-disciplinary Framework Contract. The procedure comprises of a request for Expressions of Interest (complete), a Sifting Brief (completed) and an Invitation to Tender (ITT), to which this document relates.
- 2.30. Following the issue of the Sifting Brief on 12th August 2015, the Council conducted an evaluation exercise to shortlist Tenderers for the role of development manager and design team. As a result of this process Tenderers are now invited to submit Tenders for the project(s) as identified in the accompanying letter.
- 2.31. The overall value of the services is estimated to be between £1.5m to £2m for Stage 1 and around £3m for Stage 2 (see paragraph 2.33). The Council will split the project and the commission into identifiable RIBA Plan of Works Stages. This is to allow the Council to consider at the end of each RIBA Plan of Work Stage the most appropriate way forward.

- 2.32. The intention is to retain the development manager and design team throughout all RIBA Plan of Works stages, and as such, the Tenders should respond to the requirements set out in this ITT for the entire project. The contract, however, will be structured so that only on successful completion of each RIBA Plan of Work stage and with the further approval of the Council and where applicable its partners, does the project and therefore the commission for the development manager and design team continue through to the next stage.
- 2.33. Tenders at this time should be split into two key stages:
- STAGE 1 : Masterplanning, securing planning permission and resolution of key land assembly/confirmation of a compulsory purchase order (progressing projects up to the end of RIBA Work Plan Stage 3 in sufficient details to obtain an outline planning application for the whole development scheme and a detailed planning application for the first phase of the development); and
 - STAGE 2 : Procurement of a contractor and management of the construction contract (progressing projects through the remaining RIBA stages).
- 2.34. The Council is seeking to appoint the development manager and design team in a single procurement. The Council expects a lead organisation to enter into the contract with the Council and that lead organisation would manage any sub contracting or consortium arrangements.
- 2.35. Given that there are existing design teams who are working on the estates and recognising that these design teams have built up project knowledge and formed relationships with residents on the estates, Tenderers are invited to submit two bids:
- Bid 1 (compulsory) – without the incumbent design team; and
 - Bid 2 (optional) – with the incumbent design team.
- 2.36. So as to make tender submissions transparent in price terms, the design team component of tenders will need to be split out as a defined separate fee according to the defined services as set out in Section 3.
- 2.37. The Council will hold an initial instruction meeting during the week commencing 14th September 2015, at which the Council will provide feedback on the Sifting Brief responses, and for prospective Tenderers to discuss this Invitation to Tender.
- 2.38. Direction of Travel meetings can be held at the request of Tenderers during the week commencing 21st September 2015, which will give Tenderers the opportunity to meet with the Council's project team and ask clarification questions. The process will be as follows:
- The Tenderer and the Council's Project Manager, Julian Hart, agree the date and time of the Direction of Travel Meeting;
 - The Tenderer submits in writing their clarification requests 3 working days in advance of the Direction of Travel Meeting through the EU Supply system;
 - Direction of Travel Meeting takes place;
 - The Council provides written responses to the clarifications and these are shared with all of the Tenderers unless the Council deems responses to be confidential or to offer a competitive advantage.
- 2.39. Tenderers must return their Tender responses on or before 12:00 noon on Monday 12th October 2015..
- 2.40. The Interviews and Exhibitions will be held as follows:

- For Cressingham Gardens and South Lambeth, the interviews are planned to take place in late October 2015.
- For Knight’s Walk and Westbury, the interviews are planned to take place in mid-November 2015.. These interviews will be scored according to the methodology set out in Section 10 of this ITT.

Please note that exhibitions will need to take place on weekends (dates to be agreed with residents).

2.41. The timetable below outlines progress to date and the anticipated tender programme moving forward:

Milestone	Date	Status
Expressions of Interest requested	Early August 2015	Completed
Sifting Brief issued	12 th August 2015	Completed
Sifting Brief evaluation and shortlisting	1 st September 2015	Completed
Invitation to Tender issued	11 th September 2015	This document
ITT Clarification meetings	16 th September 2015	To be undertaken
Direction of Travel meetings	29 th September 2015	To be undertaken
Final Tenders returned	12 th October 2015	To be undertaken
Interviews	See paragraph 2.35	To be undertaken
Exhibitions	See paragraph 2.35	To be undertaken
Evaluation	October/November 2015	To be undertaken
Notifications	October/November 2015	To be undertaken
Contract Award	December 2015	To be undertaken

2.42. The Council reserves the right to amend the timetable and if it does so it shall notify Tenderers accordingly.

3. THE SERVICES

3.1. In overview the objectives for the development manager for each estate regeneration project are:

PROJECT STAGE 1

- to produce a viable and deliverable masterplan;
- to formulate a deliverable planning and development strategy for regeneration;
- to develop a placemaking improvement strategy for the wider area around the estate, including a practicable socio-economic regeneration strategy for the residents of the estate and where relevant help deliver such strategy through the design and planning stages of the project;
- to work closely and directly with residents and the wider community throughout the process, in particular in the formulation of design and phasing of a project;
- to take responsibility for maintaining communication with residents and the wider community on design and phasing of development, in particular to prepare and then deliver a resident engagement strategy for the whole period of the contract;
- to seek to secure an outline planning consent for the masterplan according to the development strategy and, where possible, a detailed planning consent for a significant initial phase to enable an early start on site;

- to work with the Council on a development phasing programme that helps meet the Council's commitment to minimize disruption to existing residents, balancing need for additional decanting against length of construction programme;
- to assist the council with taking forward a Compulsory Purchase Order, where required, in particular providing project management support and technical support, including the provision of expert witnesses in property, planning and any necessary technical disciplines;
- to assist the Council with obtaining other statutory consents that will be required (including, but not limited to, appropriation, stopping up orders and strategy and technical input into buildover agreements);

PROJECT STAGE 2

- to complete RIBA stages for entire project;
 - to assist the Council in procuring the construction of the project; and
 - to manage the construction contract.
- 3.2. The above objectives should be considered in the context that for each estate regeneration project the Council will retain overall client responsibility to ensure delivery of the project and to take the existing residents (whose homes are due to be replaced) on a journey from their existing home to a new home. In this respect the Council will:
- maintain overall client control of the project, identifying strategic project objectives and making any decisions where those objectives cannot be met;
 - direct overall programme level communications and branding strategy;
 - maintain day-to-day relationship with residents;
 - maintaining a customer relationship management database of all contact with residents and wider stakeholders, to which the development manager will be required to input as appropriate;
 - formulating and recording an understanding of the detailed housing needs of the residents on an estate;
 - decanting of residents and administration of legal processes around tenant decanting;
 - develop the long-term management strategy for an estate;
 - develop the procurement strategy for future construction (looking at the programme as a whole);
 - implement the Key Guarantees made to residents (see Cabinet Decision of 13th July 2015);
 - carry out the buying back of freeholds and leaseholds; and
 - progress negotiations to acquire properties from freehold/leasehold residential properties and other land owners.
- 3.3. Tenderers are invited to identify any elements of work not listed above in 3.1 and 3.2 that would be required to deliver a successful estate regeneration project through to completion.
- 3.4. Appendix 4 includes a detailed Schedule of Services for the Development Management Team and Design Team components of the proposed commission.
- 3.5. Recognising that the Schedule of Services cover a wide range of disciplines, it will be unnecessary for Tenderers to specify who will be provided all the services required. When

such additional services are required and if they necessitate engaging with additional consultants, then this will need to be agreed at the appropriate time. However, the Council does require Tenderers to identify the members of the core team, who will be consistent throughout the term of the commission. This core team that will need to be identified will need to include:

- Development Manager
- Project Manager
- Planning Consultant
- Urban Design, Architecture and Landscape Architecture
- CPO Strategy
- Property and Valuation
- Cost Consultancy
- Viability
- Resident Engagement

3.6. As noted in the Sifting Brief, unless Tenderers can demonstrate a clear benefit to the alternative, it is the Council's strong preference that consortia include specialist resident engagement consultancies rather than internal teams.

4. THE DEVELOPMENT MANAGEMENT AGREEMENT

4.1. Accompanying this Invitation to Tender is the form of Development Management Agreement in Appendix 1 to be entered into between the Council and the successful Tenderer. The Agreement sets out the basis upon which the Council will retain the Tenderer to provide the services and the basis upon which the Contractor will charge for those services.

4.2. Please note that the Fee Schedule set out at paragraph [10.7] of this Invitation to Tender will be replicated in the Development Management Agreement and shall form the basis of the Tenderer's remuneration.

4.3. It is intended that the starting date for the agreement(s) shall be during November/December 2015.

4.4. There will be a separate Development Management Agreement for each estate regeneration project.

4.5. The service period shall run to the completion of the relevant project (subject to the early termination provisions set out in the Development Management Agreement). If the Council decides to so extend the service period the Council intends to give to the Tenderer at least four weeks' prior notice.

4.6. Recognising the potential length of the commission, fee rates will be able to be inflated annually according to an appropriately defined index, to be agreed.

5. THE TENDER DOCUMENTS

5.1. The Tender Documents are provided electronically to Tenderers on the website <https://lambeth.eu-supply.com> and the Council will not supply any hard copies.

5.2. If access cannot be gained to any of the Tender Document(s), please contact the Council's Project Manager, Julian Hart, to obtain access to those Tender Document(s)

Email: jhart@lambeth.gov.uk

5.3. Tenderers should seek to limit their response to no more than 50 sides of A4.

6. **GENERAL**

6.1. These Tender Documents shall remain the property of the Council and shall be returned and/or deleted from electronic systems by a Tenderer forthwith, upon demand by the Council. The cost of returning or deleting the Tender Documents shall be met by the Tenderer.

6.2. The Council retains all intellectual property rights in the Tender Documents and none of the Tender Documents shall be copied or used for any purpose other than the proper preparation of a Tender.

6.3. This ITT is provided only to those companies who responded to the Sifting Brief questionnaire issued to all members of the HCA Multi-disciplinary panel on 12th August 2015. The Tender Documents are provided on condition that they are used only in connection with a Tender and for no other purpose.

6.4. The information contained in this Invitation to Tender has been prepared by the Council in good faith. However it does not purport to be accurate, complete and exhaustive or to have been independently verified. Tenderers shall not rely on any of this information and should carry out their own due diligence checks and verify the accuracy and completeness of the information. Nothing in this Invitation to Tender or this information is warranted by the Council or its advisers and further shall not be taken and/or deemed to be a promise or representation as to the future.

6.5. Neither the Council, its financial advisers, legal advisers, or technical advisers, and/or the directors, officers, members, partners, employees, other staff, agents or advisers of any such organisation (the "Council Related Persons") makes any representation or warranty (expressed or implied) as to the accuracy, reasonableness or completeness of the information provided in this Invitation to Tender. Also none of the Council Related Persons make any representation or warranty (expressed or implied) as to accuracy, reasonableness or completeness of any information or which is provided by or on behalf of the Council at any other stage of the procurement process for this project leading up to the execution of the Development Management Agreement. Nor shall any of the Council Related Persons be liable for any loss, damage or expense (other than in respect of fraudulent misrepresentation) arising as a result of reliance by Tenderers or any other persons on any such information. Any persons (including companies or organisations) or their representatives considering making a decision to enter into contractual relationships with the Council on the basis of the information provided shall make their own investigations and their own independent assessment of the requirements for the provision of the Services and associated issues and shall seek their own professional financial, technical and legal advice. A Tenderer shall be deemed to have carried out its own due diligence enquiries and investigations prior to entering the Development Management Agreement and in any event shall be deemed to have done so. The subject matter of or representations in or information contained in this Invitation To Tender or otherwise supplied by or on behalf of the Council shall only have contractual effect when it is contained in the express terms of the Development Management Agreement.

6.6. Tenderers shall further be deemed to have carried out all necessary research, investigations and due diligence and all necessary enquiries in order to have satisfied themselves as to the nature, extent, volume and character of the requirements of the Services, their obligations described in this Invitation To Tender, the extent of the personnel, equipment, and

intellectual property rights which shall be required and any other matter which may affect their Tenders, pricing, projections or financial modelling.

- 6.7. A Tenderer shall have no claim whatsoever against the Council in respect of any statement, act or omission by the Council and in particular (but without limitation) the Council shall not make any payments to a successful Tenderer or any other Tenderer save as expressly provided for in the Development Management Agreement and no compensation or remuneration shall otherwise be payable by the Council to a successful Tenderer by reason of the scope of the works services or requirements relating to the services and outputs awarded to that Tenderer being different from that envisaged by that successful Tenderer or otherwise.
- 6.8. A Tenderer shall prepare its Tender on the basis that the offer shall be a fair and reasonable assessment of the cost of performing the Service.
- 6.9. The Council as a member of the London Living Wage foundation is wholly committed to requiring that all the staff engaged on work under contracts for it are paid at least the London Living Wage. The contractor shall pay and shall ensure that all its subcontractors pay all staff engaged or employed in the provision of the service whichever is the higher of the London Living Wage or the market rate of wages or salary for that member of staff.
- 6.10. The inviting of Tenders does not commit the Council to award any contract pursuant to the tendering process.
- 6.11. The Council under Regulations 30 (6) to (9) of the Public Contracts Regulations 2006 may reject an abnormally low offer.
- 6.12. Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any contract award, any publicity or public relation activity with any section of the media in relation to this procurement other than with the prior written agreement of the Council. Such agreement shall extend to the contents of any publicity. In this paragraph the word 'media' includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and e-mail and the representatives of such media.

7. **CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER**

- 7.1. The Tenderer shall ensure that it is familiar with the content, the extent and the nature of its obligations as outlined in the Tender Documents and shall in any event be deemed to have done so before submitting its Tender(s).
- 7.2. Any information or assumptions taken into account by a Tenderer in the preparation of its Tender(s) shall be stated in that Tender or Tenders.
- 7.3. All costs expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender shall be borne by the Tenderer.
- 7.4. The Tenderer shall have no claim whatsoever against the Council in respect of such costs. In addition and without limitation no compensation or remuneration shall be payable by the Council to any unsuccessful Tenderer or shall be payable to any Tenderer in the event that this tendering process shall be discontinued or continued in part only.

8. **COMMUNICATION DURING THE TENDER PROCESS**

- 8.1. Tenderers may communicate with the Council through the website <https://lambeth.eu-supply.com> any time prior to 09.00 hours on Thursday 8th October 2015 and request any information or raise any query in connection with the Tender Documents.

- 8.2. Except where the response to an enquiry relates to commercially confidential matters, the Council reserves the right to copy its responses to all Tenderers, where this is felt to be in the best interests of the Project.
- 8.3. The Council reserves the right to disseminate information that is materially relevant to all Tenderers, subject to the duty to protect any Tenderers' commercial confidence in its responses. Should Tenderers wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or it may give another Tenderer a commercial advantage) the request must be clearly marked "In confidence - not to be circulated to other Tenderers" and the Tenderer must set out the reason(s) for the request for non-disclosure to other Tenderers.
- 8.4. If the Council and their Advisors still consider that the question and response is relevant to other parties involved in the process, we will inform you of this before providing you with a response. You will then have the opportunity to withdraw your question should you not want the response circulated to other interested parties.
- 8.5. In the event that a Tenderer has difficulty in complying with any specific provisions of the Tender Documents or wishes to propose any amendments to the Tender Documents it should provide to the Council all information and evidence in writing or by email concerning such difficulty or amendment as the Council may require. Any such email communication must be clearly marked for the attention of the Council. The Council may in its absolute discretion consider the difficulty or amendments and may waive or amend the relevant provision without prejudice to all or any other provision of the Tender Documents. No such explanation, information, waiver or amendment shall be binding upon the Council unless made in writing and sent by or on behalf of Julian Hart, Project Manager, Lambeth Council. Any such query and the response to it including any explanation, information, waiver or amendment shall be made available on an anonymous basis to all Tenderers at the same time and all such queries and responses will be made available to all Tenderers by 24.00 hours on Friday 2nd October 2015.
- 8.6. The Council may (in its absolute discretion) prior to the date, which is seven days before the date for submission of Tenders, issue amended Tender Documents or other information to Tenderers. Any amended Tender Documents or other information shall be issued as soon as reasonably practicable and shall be deemed thereafter to replace, amend or add to any Tender Documents previously issued to Tenderers. The Council shall consider whether the issue of any such amended Tender Documents or other information affects the indicative timetable or tendering process in general and may make such changes to the timetable or process (in its absolute discretion) as it considers appropriate.
9. **SUBMISSION OF TENDER(S)**
 - 9.1. The duly completed Tender and all other accompanying documentation shall be submitted to the Council by electronic dispatch to the website <https://lambeth.eu-supply.com> before 12.00 hours on Monday 12th October 2015 or such later date as the Council notifies to Tenderers.
 - 9.2. Hard copies of the Tenders should be scanned and uploaded in PDF format onto the website <https://lambeth.eu-supply.com>
 - 9.3. Any Tender or any accompanying documentation submitted after such time and date may not be considered for acceptance by the Council.
 - 9.4. The Council and their advisers cannot access any such Tender and accompanying documentation until after the time and date specified in paragraph 10.1 above.

- 9.5. The Tender shall be completed in the English language. All accompanying documents shall be in English.
- 9.6. The Tender must include an executive summary for residents covering all qualitative aspects of the Tender of no more than 4 pages.
- 9.7. All Tenderers shall keep their respective Tenders valid and open for acceptance by the Council for 9 months after the date for submission of Tenders stated in paragraph 10.1 above.

10. TENDER EVALUATION

- 10.1. The Council shall evaluate Tenders against Financial and Quality criteria as determined by the terms of the HCA Multi-disciplinary Panel terms:

Assessment Criteria	Scoring
Price	50%
Quality	50%
Total	100%

Evaluation Criteria

LEGAL ASSESSMENT

- 10.2. Tenderers have been provided with a Development Management Agreement which meets the requirements of the Council.
- 10.3. The Tenderer is required to provide a mark up of the Development Management Agreement in accordance with the instructions below.
- 10.4. The Legal assessment will provide a Yes/No output for the Council based on whether the Council considers the suggested mark up to be acceptable. The assessment will be carried out by the Council with input from our legal advisors, Pinsent Masons.
- 10.5. The mark up and any comments that accompany the mark up must be clear and unambiguous as to their nature and effect and be supported, where appropriate by information which demonstrates the impact of the proposed changes and must be capable of contractual acceptance without recourse to negotiation that is not permitted under the restricted procurement procedure.
- 10.6. Whilst Tenderers are encouraged to be innovative in their thinking when preparing their mark up of the Development Management Agreement and to provide any suggestions and solutions that may provide significant added value, Tenderers should note that the Council is still looking for responses that demonstrate acceptance of all the material terms of the legal documentation and risk allocation as proposed by the Council. If Tenderers believe that they can only submit a tender with certain qualifications to the Development Management Agreement, then they should mark up the Agreement to the minimum extent necessary. Tenderers should note however that the Council's strong preference is for an unqualified submission. In addition, the Council does not wish to receive mark ups which contain non-essential amendments, for example those relating to drafting style. The Legal Scoring Matrix at Appendix 2 indicates how variations from the Council's will impact on the Tenderers score.

FINANCIAL ASSESSMENT

- 10.7. The Financial assessment will be attributed 50% of the overall marks. Tenderers are required to complete the Fee Schedule below, as provided in the Form of Tender as provided in Appendix 3.

RIBA Work Plan Stage	FEE BASIS/OUTPUT	FEE £ Estimate number of hours
PROJECT STAGE 1		
1	Preparation and Brief, including setting out a detailed fee and performance schedule for Project Stage 1	£[] [] hours
2	Concept Design (including RIBA Stage 3 that is sufficient to meet the Planning Authorities requirements for submission of an outline planning application for the whole development site and a detailed planning application for a Phase 1)	£[] [] hours
	Planning determination and negotiation of s106	£[] [] hours
	Project Management and Technical Components of Compulsory Purchase Order (eg initial authoring of key documents and land referencing, excluding legal work)	£[] [] hours
	Expert Witnesses for Compulsory Purchase Order	£[] [] hours
PROJECT STAGE 2		
3	Developed Design	£[] [] hours
4	Technical Design	£[] [] hours
5	Construction	£[] [] hours
6	Handover and Close	£[] [] hours
7	In Use	£[] [] hours
	TOTAL	£[] [] hours

- 10.8. A variant bid is also required to show how this fee would vary if a full environmental impact assessment is deemed necessary to support the outline planning application.
- 10.9. The Council will calculate the total fee for Project Stage 1. The Lowest price (A1) will be awarded 50 points. Other bids (B1, C1, D1 etc) will be scored on the basis of the following formula $((A2/B2)^{0.5}) \times 100$ with this score (X1) converted to a score out of 50 ($50 \times X1/100$).
- 10.10. The Council will calculate the total fee for Project Stage 2. The Lowest price (A2) will be awarded 50 points. Other bids (B2, C2, D2 etc) will be scored on the basis of the following formula $((A2/B2)^{0.5}) \times 100$ with this score (X2) converted to a score out of 50 ($50 \times X2/100$).
- 10.11. The Council will calculate the average hourly rate for the whole (Project Stage 1 and Project Stage 2). The Lowest price (A3) will be awarded 50 points. Other bids (B3, C3, D3 etc) will be scored on the basis of the following formula $((A3/B3)^{0.5}) \times 100$ with this score (X3) converted to a score out of 50 ($50 \times X3/100$).
- 10.12. X1, X2 and X3 applying to each bid will then be averaged to give a final score for a bid out of 50.
- 10.13. RATES FOR ADDITIONAL WORK: Please provide the following financial information for grades of staff detailed below. Please do not add any additional grades or rates. Tenderers are required to complete the Fee Schedule below, as provided in the Form of Tender as provided in Appendix 3.

Grade of staff	Rate	£	
Partner or Director	Standard daily rate		Per day
	Standard weekly rate		Per week
	Long term rate (over 3 months)		Per week
Senior Development Manager/construction Manager, Key Staff	Standard daily rate		Per day
	Standard weekly rate		Per week
	Long term rate (over 3 months)		Per week
Development Manager/Construction Manager	Standard daily rate		Per day
	Standard weekly rate		Per week
	Long term rate (over 3 months)		Per week
Technical specialist	Standards daily rate		Per day
	Standards weekly rate		Per week
	Long term rate (over 3 months)		Per week
Graduate/Trainee	Standard daily rate		Per day
	Standard weekly rate		Per week
	Long term rate (over 3 months)		Per week

Daily rates should relate to a typical 7.5 hour day. Weekly rates should relate to a typical 5 day week. Long-term or 'secondment' rates should relate to use of staff for a period of over 3 months. We would expect the longer periods to result in lower rates to reflect the reduced management time this will require. We have requested that you express long-term rates as a weekly rate to enable ease of comparison.

10.14. The Council will consider the rates for additional work against the rates used for the fee proposal and will adjust the score derived in 10.12 above according to the following formula. An average will be derived from all additional fee rates in the table under paragraph 10.13. The lowest average (A4) will be awarded 0 points. Other bids (B4, C4, D4 etc) will be scored on the basis of the following formula $((B4/A4)^{0.5}) \times 100$ with this score (X4) converted to a score out of 10 ($10 \times X4/100$). The final score out of 10 will then be subtracted from the score derived in paragraph 10.12.

QUALITY

10.15. The Quality assessment will be attributed 50% (as required by the HCA Multi-disciplinary Panel) of the overall marks and scored using the Quality Scoring Matrix in Appendix 2.

10.16. The Quality assessment will be carried out in accordance with the following assessment criteria and Tenderers are required to provide responses to the following questions:

	Evaluation Category	Weighting (%)	Proportions and Thresholds
1	Technical merit of the proposal <ul style="list-style-type: none"> ▪ ability to manage the design process to achieve high quality and optimal design outcomes ▪ ability to secure viable/deliverable planning permission ▪ ability to secure compulsory purchase order ▪ design track-record 	10%	Minimum threshold of 6% Note – design team element of the interview will contribute 5%
2	Understanding of the project requirements <ul style="list-style-type: none"> ▪ demonstration of experience to deliver project ▪ demonstration of expertise to deliver project ▪ strategy to minimise disruption to residents ▪ social value, apprenticeships and other local benefits 	6%	Minimum threshold of 4%
3	Staff and other resource <ul style="list-style-type: none"> ▪ quality of leading staff ▪ commitments on staff continuity ▪ social value, apprenticeships and other local benefits 	10%	Minimum threshold of 6%
4	Management and communications <ul style="list-style-type: none"> ▪ track record and strategy for resident/community engagement ▪ ability to operate as a competent development manager and confidence that overall project viability and deliverability will be secured 	7% 10%	Minimum threshold of 4% Minimum threshold of 6%
5	Programme <ul style="list-style-type: none"> ▪ certainty that price will not over-run and 	7%	Minimum threshold of 4%

	ertainty that project will be delivered within defined mescales		
--	---	--	--

10.17. The principal score will be derived from assessment of the documentation.

Interviews

10.18. An interview will take place involving residents and Council Members:

- 3 x Council officers
- 1 x representative from commercial advisers
- 1 x Councillor
- 2 4 x residents (one representative from each tenure balanced very approximately according to tenure split on the estate)

10.19. The interview will consider the same issues as set out in the evaluation of the documentation and scored in the same way – see table under paragraph 10.14. The output of the interview will then be aggregated, turned into a percentage (Y) and then added to the score derived from the written documentation according to the following formula: score from assessment of written submission plus $(Y-50)/10$. In effect, the output from the Interview process will either add or subtract up to 5 percentage points from the score that is derived from assessment of the written documentation.

10.20. Additional interviews may be required with Council officers only to enable further clarification of the written submission.

Exhibitions

10.21. Tenderers will also be required to participate in an exhibition on the relevant estate to enable the wider group of residents to input into the procurement process. A scoring sheet will be provided to residents. After the exhibition all scores will be averaged to provide a percentage score (Z), which will also be added to the score derived from the written documentation according to the following formula: score from assessment of written submission plus $(Z-50)/10$. In effect, the output from the Exhibition process will either add or subtract up to 5 percentage points from the score that is derived from assessment of the written documentation.

Resident Input

10.22. The combination of Interviews and Exhibitions will enable residents to influence the overall score by 10 percentage points added to or subtracted from the score derived from assessment of the written documentation (a potential total swing of 20 percentage points).

Successful Tenderer

10.23. The successful tenderer shall be selected as follows:

- Tenderers who fail a threshold in two or more of the five quality categories will be excluded from further consideration.
- The scores for each assessment criteria for the remaining Tenderers will be collated to provide a single score and the highest scoring tenderer shall be selected to provide the services as set out in the Invitation to Tender.

11. RESPONSE DOCUMENT REQUIREMENTS

- 11.1. If a Tenderer omits or fails to price any item in the Response Document, which should be priced, then that item shall be deemed to be included in its tendered prices and rates;
- 11.2. All rates and prices quoted in the Tender and all associated documents shall be exclusive of VAT and shall be quoted in pounds sterling (£).
- 11.3. The rates and prices quoted in the Tender shall be inclusive of all administration costs and overheads including, but not limited to, unproductive time, staff training, attendance at meetings, liaison with the Council, liaison with the local community, and occupiers of properties and their agents and advisors and travelling and subsistence, administrative, office and other incidental expenses and costs as specified in the Tender and any other costs howsoever arising.
- 11.4. The Tender is provided to Tenderers on the website <https://lblambeth.eu-supply.com>
- 11.5. Access to the Tender and the website <https://lblambeth.eu-supply.com> is provided to Tenderers on the basis that:
 - The Council cannot and does not guarantee that the information and/or text supplied is not corrupted;
 - Tenderers shall not alter or amend the information or text on the Tender in any way other than to fill in gaps or insert information where required or indicated.

12. HEALTH AND SAFETY

- 12.1. Tenderers shall prepare their Tenders on the basis of full compliance with all statutory, good practice and other health and safety requirements both in force now and any, which may come into force during the life of the contract.

13. VARIANT TENDERS

- 13.1. No variant Tenders are permitted other than to the extent contemplated within the tender submission requirements. In that regard variants are allowed in respect of the mark up required in relation to the Development Management Agreement and Tenderers are referred to the Legal Assessment section of paragraph 10 Tender Evaluation of this ITT for further information as to the scope of variants allowed and how they will be evaluated.

14. TENDERER'S WARRANTIES

- 14.1. In submitting its Tender, the Tenderer warrants, represents and undertakes to the Council that:
- 14.2. All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer, its employees, agents or proposed sub-contractors in connection with or arising out of the Tender are true, complete and accurate in all respects;
- 14.3. It has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender and that it has not submitted the Tender in reliance upon any information, representation or assumption (whether made orally, in writing or otherwise) which may have been made by or on behalf of the Council; and
- 14.4. It has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Tender Document.

15. **AWARD OF CONTRACT**

- 15.1. Any acceptance of a Tender by the Council shall be in writing and shall be communicated to the successful Tenderer. Upon acceptance the contract shall become binding on both parties and, notwithstanding that, the appointed Contractor shall upon request of the Council execute the Development Management Agreement.
- 15.2. The Council reserves the right to publish the amounts of each Tender and the name of the successful Tenderers and to publish such other information regarding Tenders as it may be required to publish in accordance with the Public Contracts Regulations 2015 or any other Law with which the Council must comply.

16. **FREEDOM OF INFORMATION**

- 16.1. As a public body the Council may be required to disclose the information contained in the tender documentation under the FOIA or the EIRs unless the information is covered by one of the exemptions in the FOIA or EIRs. In any event the Council will not deny or refrain from disclosing that a Tender or contract exists and Tenderers participate in this tendering process and submit Tenders on the basis that they accept this.
- 16.2. The Council may also decide to include certain information in the publication schemes which are maintained under the FOIA and the EIRs.
- 16.3. If a Tenderer considers that any of the information included in its Tender is commercially sensitive, the Tenderer shall identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Tenderers shall however be aware that even where they have identified information as commercially sensitive, the Council may be required to disclose it under the FOIA or EIRs if a request is received.
- 16.4. Tenderers should also note that the receipt by the Council of any material marked 'confidential' or equivalent wording shall not be taken to mean that the Council accepts any duty of confidence by virtue of that marking.
- 16.5. If a request is received, the Council may also be required to disclose details of unsuccessful Tenders.

17. **NON-COLLUSION**

- 17.1. The Council reserves the right to disqualify (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract) any Tenderer who, in connection with this ITT:
- 17.2. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Tenderer or consortium member of a Tenderer (other than a member of its own consortium or supply chain);
- 17.3. enters into any agreement or arrangement with any other Tenderer or consortium member of a Tenderer to the effect that he shall refrain from making a Tender or as to the amount of any Tender to be submitted;
- 17.4. causes or induces any person to enter such agreement as is mentioned in either paragraph a) or b) or to inform the Tenderer or consortium member of a Tenderer of the amount or approximate amount of any rival Tender ;
- 17.5. canvasses any of the persons referred to in the paragraph on Canvassing in connection with this ITT;

- 17.6. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for this Project any act or omission; or
- 17.7. communicates to any person other than the Council the amount or approximate amount of his Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender).
18. **CANVASSING**
- 18.1. The Council reserves the right to disqualify (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer or consortium member may attract) any Tenderer or consortium member who, in connection with this ITT:
- 18.2. offers any inducement, fee or reward to any member or officer of the Council or any person acting as an adviser for the Council in connection with this ITT;
- 18.3. does anything which would constitute a breach of the Bribery Act 2010 or under Section 117 of the Local Government Act 1972;
- 18.4. canvasses any of the Council Team in connection with this ITT; or
- 18.5. contacts any officer of the Council prior to financial close about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Tenderer of such officer)
- 18.6. Tenderers will be required to sign a non-collusion certificate to accompany its tender submission.

**APPENDIX 1 – DEVELOPMENT MANAGEMENT AGREEMENT
(PLEASE SEE SEPARATE ELECTRONIC DOCUMENTS)**

APPENDIX 2 – SCORING MATRIX

QUALITY SCORING MATRIX

0	Failed to address the question/issue.
1	An unfavourable response/answer/solution. There is limited or poor evidence of skill/experience sought; a high risk that relevant skills will not be available.
2	Less than acceptable. The response/answer/solution/information lacks convincing evidence of skill/experience sought; lack of real understanding of requirement or evidence of ability to deliver; medium risk that relevant skills or requirement will not be available.
3	Acceptable response/answer/solution/information to the particular aspect of the requirement; evidence has been given of skill/experience sought.
4	Above acceptable – response/answer/solution/information demonstrates real understanding of the requirement and evidence of ability to meet it (based on good experience of the specific provision required or relevant experience of comparable service or supply.
5	Excellent – response/answer/solution provides real confidence based on experience of the service or supply provision required. Response indicates that the supplier will add real value to the organisation with excellent skills and a deep understanding of the service or supply requested.

Appendix 3: Form of Tender

Form of Tender

Unconditional and Irrevocable offer to Lambeth Council

CONTRACT FOR: []

Firm's Name & Address:	
-----------------------------------	--

1.0 FORM OF TENDER

1.1 To Lambeth Council.

I/We the undersigned, hereby offer to undertake on the acceptance of this Tender to perform the role of development manager and design team for the [] project in accordance with the Tender documentation.

I/We, the undersigned, having examined the Tender Documents hereby undertake to perform the Services required for the following Tender Price, exclusive of VAT: Prices and rates quoted shall be deemed to include the cost of inter alia, all vehicles, expenses, materials, equipment including computer systems, overheads, labour, travel expenses, waiting, personal attendance including evening meetings, data processing, statistical information, reports, accounts, and the Tenderers general obligations under the terms of the Development Management Agreement and other items of work to complete the Services to all statutory requirements, professional codes of practice, the Tenderer's policies and codes, the reasonable satisfaction of Lambeth Council, to the standards required under the Development Management Agreement, together with all liabilities whether express or implied incurred or incumbent upon the Partner pursuant to the Development Management Agreement.

2.0 TENDER PRICE:

RIBA Work Plan Stage	FEE BASIS/OUTPUT	FEE £ Estimated number of hours
PROJECT STAGE 1		

1	Preparation and Brief	£[] [] hours
2	Concept Design (including RIBA Stage 3 that is sufficient to meet the Planning Authorities requirements for submission of an outline planning application for the whole development site and a detailed planning application for a Phase 1)	£[] [] hours
	Planning determination and negotiation of s106	£[] [] hours
	Project Management and Technical Components of Compulsory Purchase Order (eg initial authoring of key documents and land referencing, excluding legal work)	£[] [] hours
	Expert Witnesses for Compulsory Purchase Order	£[] [] hours
PROJECT STAGE 2		
3	Developed Design	£[] [] hours
4	Technical Design	£[] [] hours
5	Construction	£[] [] hours
6	Handover and Close	£[] [] hours
7	In Use	£[] [] hours
	TOTAL	£[] [] hours

Rates for Additional Work:

Grade of staff	Rate	£	
Partner or Director	Standard daily rate		Per day
	Standard weekly rate		Per week
	Long term rate (over 3 months)		Per week
Senior Development	Standard daily rate		Per day

Grade of staff	Rate	£	
Manager/construction Manager, Key Staff	Standard weekly rate		Per week
	Long term rate (over 3 months)		Per week
Development Manager/Construction Manager	Standard daily rate		Per day
	Standard weekly rate		Per week
	Long term rate (over 3 months)		Per week
Technical specialist	Standards daily rate		Per day
	Standards weekly rate		Per week
	Long term rate (over 3 months)		Per week
Graduate/Trainee	Standard daily rate		Per day
	Standard weekly rate		Per week
	Long term rate (over 3 months)		Per week

3.0 QUALITY ASSESSEMENT

3.1 I / We hereby submit my/our response to the Quality Assessment requirement questions set out in the Invitation to Tender (ITT).

YES NO

4.0 DEVELOPMENT MANAGEMENT AGREEMENT

4.1 I / We hereby submit my/our mark up of the Development Management Agreement in accordance with the requirements in the Invitation to Tender (ITT).

YES NO

4.0 DECLARATION

- 4.1 I/We understand that my/our Tender is for the Prices and rates as set out in Fee Schedule at paragraph 2 (Tender Price) and undertake that if this Tender is accepted I/we will not, save as expressly provided in the Development Management Agreement ("the Contract"), be entitled to and will not withdraw the above offer and undertaking and will subject to and according to the documents carry out the Services.
- 4.2 I/We agree that the insertion by me/us of any unauthorised conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents may cause the Tender to be rejected.
- 4.3 I/We agree that if upon examining the Form of Tender, an error of computation is detected by Lambeth Council the Tenderer shall be given details of the error(s) and afforded the opportunity to confirm or withdraw the offer. If confirmed the Tender figure will remain unaltered.
- 4.4 I/We agree that this Tender shall remain open for acceptance by Lambeth Council and shall not be withdrawn for six calendar months from the last date specified for the receipt of this Tender. I/We undertake and agree that if this Tender is accepted by Lambeth Council, the said Tender shall from the date of such acceptance form a binding contract between us. Nevertheless I/We further undertake to execute a formal agreement under seal for the proper and complete fulfilment of the Contract.
- 4.5 I/We confirm that I/we have fully read and understood the terms and conditions enclosed in the Tender pack of documents. If there are terms and conditions that I/we object to, I/we agree to raise these issues with the named officer responsible for this Contract, before signing this Form of Tender.
- 4.6 I/We hereby acknowledge that I/we shall be disqualified and my/our Tender may accordingly be rejected by Lambeth Council at its sole option if I/we:
- a. Fix or adjust the prices already shown in my/our Form of Tender by or according to any agreement or arrangement with any other person, group or Tenderer;
 - b. Communicate to any person other than Lambeth Council the amount or approximate amount of the prices shown in my/our Form of Tender, except where such disclosure is made in confidence to obtain quotations necessary for the preparation of the Form of Tender, or for the purposes of insurance referred to in these Tender Documents;
 - c. Enter into any agreement or arrangement with any other person that such other person shall refrain from submitting a Form Of Tender or shall limit or restrict the Prices to be shown by any other Tenderer in its Form of Tender;
 - d. Offer or agree to pay or give or do pay or give any sum of money , inducement or consideration whether directly or indirectly to any individual or group for doing or having done or having caused to be done or refraining from doing anything in relation to any other Tenderers or any other person's proposed Form of Tender;
 - e. Shall have offered, given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with Lambeth Council, or if

the like acts shall have been done by any person employed by me/us or acting on my/our behalf, whether with or without my/our knowledge;

- f. In relation to any Contract with Lambeth Council, I/we or any person employed by me/us or acting for me/us shall have committed an offence under the Bribery Act 2010 and the Prevention of Corruption Act 1972, or shall have given any fee or reward, the receipt of which is an offence under section 117 of the Local Government Act 1972 and all subsequent amendments.

Such non acceptance or rejection shall be without prejudice to any other civil remedies available to Lambeth Council or any criminal liability which conduct by me/us may attract.

- 4.7 I/We declare that I am/we are not party to any scheme, agreement or arrangement by which any Tenderer for the said Services has been or may be reimbursed by any other Tenderer in respect of whole or any part of their Tendering costs.
- 4.8 I/We acknowledge that Lambeth Council may in its absolute discretion refrain from considering any Tender if the Tenderer does not Tender for the provision of the entire Services contained in the Specification.
- 4.9 I/We acknowledge that Lambeth Council is not contractually bound to consider this Tender and that the issuing of any Tender Documents to me/us did not amount to any form of offer for any purpose.
- 4.10 I/We accept that Lambeth Council is not bound to accept any Tender at all.
- 4.11 I/We confirm that this is a bona fide Tender.
- 4.12 I/We hereby warrant and represent to undertake with Lambeth Council that:
- a. I/We have complied in all respects with and understand all parts of the Invitation to Tender;
 - b. All information, representations and other matters of fact communicated (whether in writing or otherwise) to Lambeth Council by me/us or my/our employees, agents or proposed sub-contractors concerning this Tender are true, complete and accurate in all respects;
 - c. I/We have made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender and that it has not submitted the Tender in reliance upon any information, representation or assumption (whether made orally, in writing or otherwise) which may have been made by or on behalf of the Council;
 - d. I/We have satisfied ourself/ourselves as to the correctness and sufficiency of the information it has inserted in the Tender Document;
 - e. I/We have full power and authority to enter into the Contract and carry out the service.

5.0 SIGNED FOR THE TENDERER

Signature	Print name/s in full	Position held by each signatory (in the case of a company)

Dated this _____ day of _____ (Enter year)

Full name of person or company:
Address:
Telephone Number:
Fax Number:
E Mail Address:

State whether the firm is a sole proprietor:

YES NO

In case of partnership, enter the full name and address of each partner:

Name	Address

Appendix 4: Schedule of Services

Schedule of Services

The following Schedule of Services will be required from a successful Tenderer together with any other services that can be called-off under the HCA Multi-disciplinary Panel framework agreement.

DEVELOPMENT MANAGER OUTPUTS

1. Developing the project brief with the Council, partners where applicable and the local community;
2. Formulation of a detailed fee and performance schedule for the entire Phase 1 to enable client monitoring of the project and to define payment schedule;
3. Further development of a benefits case for the preferred delivery model;
4. Capture the non-financial benefits of the scheme which could then be incorporated into any options analysis;
5. Develop a bespoke project viability model using Council defined input assumptions and provide data for the programme level viability model (in an agreed format) at intervals to be agreed (likely to be every other month);
6. Obtaining necessary input data for project viability model (eg: valuations (residential and commercial, where required), costs and whole-life cost assumptions);
7. Provision of cost consultancy services;
8. Cost planning;
9. Present a clear (Plain English) report on assumptions used for inputs into the wider Council programme model, to be presented to the steering group and community workshops, along with model outputs;
10. A design optimisation process;
11. Whole life costings;
12. Socio-economic regeneration strategy;
13. Generation of social value through the project;
14. Liaising with the Council on the tenant decant and leaseholder buy-back programme and developing a construction/delivery programme to assist with optimising both the delivery of the new homes and minimising disruption to existing residents;
15. Detailed specification for the scheme suitable for detailed planning permission(s);
16. Manage the planning performance agreement;
17. Secure satisfactory planning consent(s) for the site;
18. Indicative procurement and construction strategy;
19. Responsible for CDM compliance;

20. Advising on the procurement of contractor(s);
21. Management of the contractor(s) and their build programme;
22. Discharge of planning conditions;
23. Providing assistance with and where appropriate leading on the obtaining of statutory consents (including, but not limited to, appropriation, stopping up orders and strategy and technical input into buildover agreements);
24. Risk assessments;
25. Responsible for CDM compliance including Health and Safety Construction Plan;
26. Handover strategy;
27. Act as client representative during construction;
28. Programme and cost management and reporting;
29. Monitor the quality of and oversee construction;
30. Hand over to Lambeth and their nominees on completion;
31. Project performance evaluation and feedback;
32. Monthly reporting including monitoring on expenditure against budget and provision of details such as time spent by staff on project;
33. Project management of compulsory purchase process;
34. Preparation of key documentation required for compulsory purchase process;
35. Undertaking referencing required for compulsory purchase process;
36. Provision of expert witnesses for compulsory purchase order covering planning, property and any technical disciplines;

DESIGN TEAM OUTPUTS

1. Inclusive and transparent design process including a minimum of monthly stakeholder workshops;
2. Production of all boards and engagement materials;
3. Production of all supporting documentation for the planning application(s) (which is highly likely to be a hybrid outline/detailed application) including, but not limited to, the following documentation:
 - CGIs
 - Design and Access Statement
 - Design Code
 - Heritage Assessment
 - BRE Daylight, Sunlight, Overshadowing Assessment
 - Details of community consultation and engagement

- Transport Assessment including car parking survey
 - Sustainability Assessment
 - Energy report including details of renewable energy sources proposed
 - Utilities Strategy
 - An indication of proposed developer contributions
 - Details of proposed construction materials
 - Sections, elevations and photomontages that show the proposed development in context to the surrounding area.
 - Details of proposed boundary treatment
 - Detailing landscaping plan including details of children's and young peoples play space
 - Tree Constraints Plan and Tree Survey in line with BS5837: 2005 Trees in relation to construction – Recommendations
 - Flood risk assessment
 - Noise assessment
 - Affordable Housing Statement
4. If required for planning purposes, full environmental impact assessment;
 5. Commission all necessary technical surveys i.e. topographical, underground services, arboricultural, rights of light survey, party-wall, etc;
 6. Clienting / monitoring the design elements during construction;
 7. Building Information Modelling;
 8. Project performance evaluation and feedback;
 9. Placemaking strategy (social, economic and physical) covering surrounding area outside red-line;

Appendix 4: Sifting Brief

Project Summaries

(see separate document)