

**Invitation to Further Competition (“ITFC”)  
to Provide Property Consultancy Services for  
Meridian Water, London N18**

**PLEASE READ THESE INSTRUCTIONS CAREFULLY BEFORE PREPARING  
YOUR SUBMISSION**

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## Section 1 – Invitation to Further Competition

### 1 Preamble

#### 1.1 Introduction

The London Borough of Enfield (the “Authority”) is seeking to appoint a single provider to provide property consultancy services to support the Authority in the procurement of a master developer for Meridian Water, a £1.5bn, 85 hectare investment that will deliver over 5,000 new homes and 3,000 new jobs by 2026. The procurement is being carried out using the Crown Commercial Service Estates Professional Services Framework Agreement RM928.

This Invitation to Further Competition (“ITFC”) is being run under the Crown Commercial Service Estates Professional Services Framework Agreement RM298.

Providers should read these instructions carefully before completing the remaining documentation, and must comply with the terms of this ITFC. Failure to comply with these requirements for completion and submission of the quotation may result in the rejection of your submission. Providers should acquaint themselves fully with the extent and nature of the goods / services and contractual obligations contained herein and take any independent financial or legal advice, if necessary, as early as possible in the process and Providers are deemed to have done so before submitting a bid.

All responses are to be uploaded within [www.londontenders.org](http://www.londontenders.org)

Providers shall treat this contract as a ‘one-shot’ opportunity and are reminded that the EU procurement regime prevents us from negotiating on commercial aspects of any Provider’s offer – hence, Providers shall always treat their Submission as a “best and final offer”.

#### 1.2 General Requirements

Meridian Water is a £1.5bn, 85 hectare investment in a prime location adjacent to the waterside environment of the Lee Valley Regional Park and within the London-Stansted-Cambridge Corridor, which has a population of 2 million and a £161 billion economy.

With great connections to Central London, the M25 and airports, and with £122m of rail investment approved to provide an improved train service, Meridian Water will be transformed through the provision of high quality open spaces and a lively day-time and evening economy.

By 2026, Meridian Water will provide around 3,000 new jobs and over 5,000 desirable, energy efficient homes powered by energy from the emerging £14m, city scale Lee Valley Heat Network.

To bring forward Meridian Water, the Authority is about to embark on the procurement of a master developer, and intends to enter into a joint venture agreement with this master developer by autumn 2015. The Authority wishes to procure property consultancy services to provide support during the procurement of the master developer.

The Authority is currently employing the services of a property consultancy team who are preparing the OJEU, Memorandum of Information, PQQ, ITT and Sifting Brief for the

appointment of the master developer. It is envisaged that the team appointed via this procurement process would shadow the existing provider initially.

### **1.3 Contractual Structure**

Any Contract resulting from this ITFC will be subject to the Call-Off Terms and Order Form together with any schedules and appendices substantially in the form (*please see separate document 'letter of appointment and call off terms'*) (the "Contract"). The Contract sets out the terms and conditions between the Authority and the successful Provider(s) for the provision of the services. Appointment under the Contract will mean that the successful Provider will be required to deliver service to the Authority on the terms and conditions set out in the Contract throughout the duration of the Contract.

The duration of the Contract will be for 48 months.

### **1.4 Award of the Contract**

The successful Provider shall be selected to enter into the Contract based on an evaluation of submissions with the price or charges criteria given a 30% weighting, and quality criteria given a 70% weighting.

It is envisaged that the Provider with the top scoring submission will be invited to join the Contract.

The evaluation criteria and their weightings are set out in Section 7 (Evaluation Criteria).

### **1.5 Information Provided**

The Authority has made every effort to ensure the completeness and accuracy of information provided to Providers but does not warrant any such information. Providers will be deemed to have satisfied themselves as to the accuracy and completeness of such information before submitting their bids.

## **2 Content of Submission**

Providers' submissions shall be made in accordance with Section 2 (Instructions to Providers) and in Section 3 (Form of Submission).

### **2.1 Quality Evaluation**

Providers shall respond to each evaluation criterion set out in Section 7 (Evaluation Criteria).

Provided after each evaluation criterion is the percentage score allocated to that criterion and also any limitation to the length of response required. Providers are to use font size 12pt. Any information given outside of this limit will not be factored into the evaluation.

### **2.2 Charges Evaluation**

Providers shall complete Section 8 (Pricing Schedule).

Any prices provided should be exclusive of VAT, and inclusive of all other costs associated with delivering the services required.

### **2.3 Insurance and Security**

Providers shall have in place the following insurance levels as a minimum for each individual claim:

Professional Indemnity Insurance	: £10,000,000
Public Liability Insurance	: £10,000,000
Employer's Liability Insurance	: £10,000,000

Providers shall confirm levels of Public liability, Employers Liability and Professional Indemnity insurance (either in place or to be obtained) in their submission and highlight any limitations on cover and enclose a copy certificate or broker's letter to confirm the level and scope of cover, where appropriate.

Providers shall maintain such insurance at all times until 12 years after expiry of the Contract Period (or, if later, 12 years after the date upon which the Provider completes the provision of Services pursuant to an instruction).

The Authority may, at their discretion, either before the execution of or during the term of the Contract, require the Provider to supply a Parent Company Guarantee.

#### **2.4 Certificate of Non-Collusion**

Providers shall complete the certificate of non-collusion attached at Section 9 (Certificate of Non-Collusion) and upload within the relevant section of ProContract.

### **3 Evaluation of Submissions**

#### **3.1 Written Evaluation**

The Evaluation Panel will evaluate the submissions received to establish the most economically advantageous to the Authority in terms of the criteria set out at Section 7 (Evaluation Criteria). That assessment will be made on the basis of the Provider's responses to this ITFC.

### **4 Procurement Timetable**

The envisaged timetable for the selection of the successful Provider to enter into the Contract is as follows:

<b>Activity</b>	<b>Date / Time</b>
Issue ITFC	26/03/2015
Deadline for receipt of Providers' questions	02/04/2015
Deadline for response to Providers' questions	07/04/2015
Deadline for receipt of Submission	08/04/2015
Evaluation of written submissions complete	22/04/2015
Agreement of decision to award	30/04/2015
Call-in period expires	21/04/2015
Notification of outcome to Providers	11/05/2015
10 day standstill period ends	22/05/2015
Final contract award	25/04/2015
Anticipated contract start	

The above timetable is indicative only and subject to variation by the Authority. Providers will be informed of any significant changes.

## Section 2 – Instructions to Providers

Submissions must be made in accordance with the following instructions to Providers (the “Instructions”). Submissions that do not comply with these instructions in any way may be rejected by the Authority whose decision in the matter shall be final.

### 1 Introduction

- 1.1 In accordance with the procedure set out under the Crown Commercial Services Estates Professional Services Framework Agreement RM928. Providers are invited to submit a bid in the form required by the ITFC for delivery of the services of which these instructions form part.
- 1.2 Submissions shall be presented under the same headings and in the same sequence as required by the ITFC.
- 1.3 Providers are responsible for obtaining all information necessary for the preparation of their Submissions. All costs, expenses and liabilities incurred by any Provider in connection with the preparation and/or submission of a response, and in discussion with the Authority, and (in the case of acceptance of a Submission by the Authority) in connection with the execution of the Contract and any relevant documents, shall be borne by that Provider.
- 1.4 The information referred to or contained in the ITFC has been prepared by the Authority in good faith but does not purport to be correct, comprehensive or to have been independently verified. The Authority in no way warrants any information given to Providers. Providers shall not rely on the information and must carry out their own due diligence checks in order to verify the information provided by the Authority. The Authority accepts no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of Providers' use of or reliance on such information.
- 1.5 The attention of Providers is drawn to the Contract set out in (*please see separate document 'letter of appointment and call off terms'*) of the ITFC. It is essential that Providers are totally familiar with the contents of this document before compiling their Submission.
- 1.6 The procurement timetable is set out at paragraph 4 of Section 1.
- 1.7 If any Provider requires any further information or wishes to raise any query, such requests or queries should be addressed in writing via the 'Discussion' area of ProContract. The Authority will endeavour to answer any requests and/or queries raised, provided that they are received prior to the deadline set under paragraph 4 of Section 1 and provided the Authority considers any such request to be appropriate for reply. Any such requests and/or queries and the Authority's responses will be sent to all Providers, where appropriate.

### 2. Confidentiality

- 2.1 All information supplied by the Authority in connection with the ITFC shall be treated as confidential and Providers shall not, without the prior written consent of the Authority, at any time, make use of such information for any purpose other than the preparation of its Submission.

- 2.2 Providers shall treat the ITFC and every part of it and all other information provided by or on behalf of the Authority as private and confidential. Providers shall not disclose the fact that they have been invited to bid or release details of the ITFC other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing their Submission.
- 2.3 Providers shall not at any time release any information concerning the ITFC and/or their Submissions and/or any related documents and/or any negotiation and/or discussion with the Authority in this connection for publication in the press or on radio, television, screen or any other medium.
- 2.4 The Authority reserves the right to retain all Providers' submissions throughout the period that the Submission remains valid and open for acceptance.
- 2.5 Each Provider undertakes to indemnify the Authority and to keep the Authority indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this paragraph 2 (Section 2).

### **3. Submissions**

- 3.1 Providers shall complete all relevant online questions, and upload responses to evaluation criteria where indicated. Submissions should be received no later than **8<sup>th</sup> April 2015 at midday**. Any submission received after this time shall be excluded.
- 3.2 No alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Submission. Submissions must not be qualified in any way and must be submitted strictly in accordance with this ITFC, including these Instructions. Submissions must not be accompanied by any covering letter or any statement that could be construed as rendering the Submission equivocal and/or placing it on a different footing from other Submissions.
- 3.3 Providers shall answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Providers organisation, this shall be indicated with 'N/A'.
- 3.4 Questions shall be answered in English and state all monetary amounts in Pounds Sterling.
- 3.5 The Submissions shall be signed:-
- a) where the Provider is an individual, by that individual,
  - b) where the Provider is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney on behalf of the other partners, a copy of which is to be provided with the Submission,
  - c) where the Provider is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.

- 3.6 Each Provider shall produce forthwith upon request by the Authority documentary evidence of any authorisation, formation, interpretation and performance referred to in paragraphs 3.5(b) and 3.5(c) above.
- 3.7 Providers shall note that the formation, interpretation and performance of the Contract shall be subject to and interpreted in accordance with the laws of England.
- 3.8 Providers shall include in their Submission all information required by the ITFC and all costs necessary to enter into the Contract and to deliver the Services safely and in compliance with all statutory provisions and other rules or regulations relating to the Contract.
- 3.9 Providers Submissions shall remain open for acceptance for a minimum period of 90 calendar days.

#### **4. Non-consideration of Submissions**

- 4.1 The Authority may in their absolute discretion refrain from considering a Submission if either:
- a) in any respect, it does not comply with the requirements of the ITFC (including these Instructions), or
  - b) the Submission contains any significant omissions.
  - c) the Submission is not submitted by the deadline set out in paragraph 3.1 of Section 2 (Instructions to Providers).

#### **5. Rejection of Submissions**

- 5.1 Any Submissions or other documents submitted by any Provider in respect of which the Provider:
- a) fixes or adjusts the amount, prices, charges and rates shown:-
  - b) by or in connection with any agreement or arrangement with any other person, or
  - c) by reference to any other Submission, or
  - d) communicates to any person other than the Authority any information except in accordance with paragraph 2.2 above (Section 2), or
  - e) enters into any agreement or arrangement with any other person that such other person shall refrain from submitting Submissions or shall limit or restrict the amounts, prices, charges and rates to be shown by any other Provider in its Submission and other documents, or
  - f) offers or agrees to pay or give, or does pay or give, now or in the future 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 or offering to do in relation

to any other Provider or any other proposed Submissions or other documents or current or future commercial or personal relationship any act or omission, or

- g) has directly or indirectly canvassed any member or official of the Authority concerning the acceptance of any Submissions or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Submissions or other submissions made by any other Provider, or
- h) fails to use the English language, or
- i) fails to state monetary amounts in Pounds Sterling,

may not be considered for acceptance and may accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority in respect thereof or to any criminal liability that such conduct by a Provider may attract.

5.2 The Authority reserves the right at any time:

- a) not to award a Contract and to withdraw from, suspend or terminate the procurement procedure, any part of the procurement procedure and to procure the appointment of the Provider by any alternative means which the Authority see fit (including by way of undertaking a new procurement process), or:
- b) to award the Contract(s) to which this procurement process relates in whole, in part or not at all.

without incurring any liability whatsoever to the Provider. The Provider acknowledges and agrees that in participating in this ITFC, it shall hold the Authority harmless from any liability or loss whatsoever suffered by the Provider as a result of the Authority's actions and/or omissions under this ITFC.

## **6. Acceptance of Submissions, Criteria for Evaluation and Contract Award**

- 6.1 The Authority reserves the right to accept any Submission pursuant to the ITFC.
- 6.2 The Authority shall not be bound to accept any Submission and reserve to themselves the right at their absolute discretion to accept or not accept any Submission.
- 6.3 The Authority may without limitation meet with and/or interview Providers, ask for presentations and clarification of material submitted, undertake site visits and seek references as part of the evaluation process. All Submissions made by Providers prior to the Closing Date will be considered, together with any other information that the Authority may require to be submitted.

## **7. Provider's Warranties**

- 7.1 In completing its Submission each Provider warrants, represents and undertakes to the Authority that:

- a) it has not done any of the acts or matters referred to in paragraphs 5.1(a)-(g) above (Section 2) and has complied in all respects with these Instructions,
- b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Provider, its employees or agents in connection with or arising out of the Submission is true, complete and accurate in all respects,
- c) it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Submission, and has not relied on information supplied by the Authority,
- d) it has satisfied itself as to the correctness and sufficiency of the information it has included in its Submission and inserted in the Pricing Schedule,
- e) it has full power and authority to enter into the Contract and to deliver the goods / services,
- f) it is of sound financial standing and has and will have sufficient resources available to it to comply with its obligations under the Contract.

## **8. General**

- 8.1 Every part of this ITFC and all other documents provided to Providers will remain the property of the Authority and will be returned with the Submission or, if no Submission is submitted, upon the Authority's demand.
- 8.2 Providers are advised to retain for themselves details of their Submissions. The Authority reserve the right to make a charge if a Provider requests a copy of its Submission.

## **9. Data Protection Act and Freedom of Information Requirements**

- 9.1 Providers shall at all times:
  - a) comply with the Data Protection Act 1998 (the "DPA"),
  - b) indemnify the Authority against loss, destruction or procuring of data contrary to the DPA by the Provider, its servants or agents, and
  - c) in accordance with paragraph 12 of Part II of Schedule 1 to the DPA, comply with obligations equivalent to those imposed on a data controller by the seventh principle of Part 1 of Schedule 1 to the DPA.
- 9.2 The Authority is subject to the Freedom of Information Act 2000 (the "FOIA") and Environmental Information Regulations 2004 (the "EIR") under which members of the public or any interested party may make a request for information held by the Authority at the time of the request.
- 9.3 Following such request, the Authority will consider the disclosure of any information, including price quotes, contained in Submissions both successful and unsuccessful, subject

to the exemptions of the FOIA and EIR. Providers shall be aware that attaching a blanket label of 'private and confidential', 'commercially confidential' or similar to a Submission may not exempt that Submission from disclosure under the FOIA and/or EIR.

9.4 If a Provider considers that all or any part of its Submission and/or any specific information contained therein constitute a 'trade secret', or that the Submission or information is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party, believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in the FOIA and/or EIR, the Provider should:

- a) attach information it considers to be commercially sensitive e.g. costing or trade secrets in a separate schedule marked 'commercially sensitive information' or 'trade secret' and include a time limit for the sensitivity of the information, and
- b) in respect of such schedule and/or specific information, identify the particular FOIA and/or EIR exemption that the Provider claims applies in the particular circumstances. Providers shall do so in full knowledge of the relevant terms of the Lord Chancellor's Code of Practice (the "Code") under Section 45 of the FOIA, giving advice to public authorities on the handling of requests under the FOIA. This will enable Providers to make such claims based on reasons that address the requirements of the Code. Further information about the FOIA and a copy of the Code is available from the Department of Constitutional Affairs' web-site at [www.dca.gov.uk/foi/reference/impref/codepafunc.htm](http://www.dca.gov.uk/foi/reference/impref/codepafunc.htm)

9.5 Providers shall be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption pursuant to paragraph 9.4 above (Section 2), the Authority will have complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA and/or EIR.

## Section 3 – Form of Submission

### **FORM OF SUBMISSION FOR Invitation to Further Competition (“ITFC”) to Provide Property Consultancy Services for Meridian Water, London N18 SUBMISSION DUE IN BY 8<sup>th</sup> April 2015 12pm**

Name / Position: [INSERT NAME & POSITION]

Address: [INSERT FULL COMPANY ADDRESS]

Date: [INSERT DATE]

#### **UNCONDITIONAL AND IRREVOCABLE OFFER TO THE AUTHORITY IN RESPECT OF: Invitation to Further Competition (“ITFC”) to Provide Property Consultancy Services for Meridian Water, London N18**

I/We the undersigned return this Submission and acknowledge that we are bound by our proposals submitted pursuant to the Invitation to Further Competition (receipt of which is also acknowledged) of which the following form part, all duty completed in full where appropriate:

**ITFC - Invitation to Further Competition (“ITFC”) to Provide Property Consultancy Services for Meridian Water, London N18**  
**T’s&C’s – 25Jun14 Estates Call off**  
**Form of Submission**  
**Certificate of non-collusion – Section 9**  
**Pricing Schedule – Section 8**

I/We unconditionally and irrevocably offer to enter into the Contract and deliver the goods / services in relation to **Invitation to Further Competition (“ITFC”) to Provide Property Consultancy Services for Meridian Water, London N18** (Invitation to Further Competition).

I/We agree to the prices as set out in Section 8 (Pricing Schedules).

I/We confirm that:

- i I/We are fully conversant with every part of the Invitation to Further Competition and its annexures, and
- ii this Submission is strictly in accordance with all and every provision of the Invitation to Further Competition including, without limitation, the Instructions to Providers.
- iii All information representations and any other matters of fact communicated to the Authority (whether in writing or otherwise) in connection with or arising out of this Submission are submitted in good faith and are to the best of my/our knowledge true, complete and accurate in all respects.

I/We agree that this Submission shall remain open to be accepted or not by the Authority and shall not be withdrawn for a period of 90 days from the Closing Date set out in the Invitation to Further Competition, or such longer period as may be agreed by the Authority.

I/We undertake to execute the Contract substantially in the form annexed to the Invitation to Further Competition.

I/We undertake to provide a Parent Company Guarantee should the Authority in their absolute discretion require such Guarantee either prior to the award of the Contract or subsequently at any time following the execution of the Contract.

I/We certify that I/We have not communicated anything contained in the Invitation to Further Competition or its annexures to any other person except in accordance with the Instructions to Providers or adjusted our Submission in accordance with any agreement or arrangement with any other person or organisation in the terms set out above.

I/We acknowledge that the Authority is not bound to accept the lowest or any Submission they may receive, and reserve the right at their absolute discretion to accept or not to accept any Submission.

I/We certify that we have full power and authority to enter into the Contract and deliver the goods / services, and that this is a bona fide Submission.

I/We certify that I/we are of sound financial standing that will enable us to carry out our obligations under the Contract in full and are not aware of any circumstances which might adversely affect such financial standing in future.

Dated this ..... day of .....

Signed for and on behalf of the Provider:

Signed:

Position/Status:

Provider's Name:

Address:

Signed for and on behalf of the Provider:

Signed:

Position/Status:

Provider's Name:

Address:

***[PLEASE PRINT OUT THE FORM OF SUBMISSION, SIGN, SCAN AND UPLOAD THE COMPLETED DOCUMENT AS PART OF YOUR SUBMISSION]***

## Section 4 – Specification

### 4.1 Background

Enfield is an outer north London borough, the sixth largest in London, comprising a mixture of urban and suburban neighbourhoods with distinct character areas, contrasting land uses and socio-economic conditions, and with varying levels of transport accessibility.

Enfield's current population of 320,607 is forecast to grow to 334,700 by 2021. Indeed, a revised target of 798 new homes per year in the period 2015 to 2025 has been agreed by the Greater London Authority. These homes will be accommodated on a range of sites across the borough but the opportunities to achieve housing delivery at a significant scale and pace are in limited supply.

### 4.2 Meridian Water

This is where Meridian Water comes into play: a pivotal regeneration scheme, which has the potential to accommodate over 5,000 new homes and 3,000 new jobs by 2026. The Meridian Water Masterplan was adopted in 2013 as *Planning and Urban Design Guidance - Material Consideration*, and provides a framework for the delivery of this new community. The Meridian Water Masterplan is available to view at [www.meridianwater.co.uk](http://www.meridianwater.co.uk)

### 4.3 A Joint Venture Partner to deliver the Meridian Water Area

The Authority is about to embark on the procurement of a master developer for Meridian Water, with a view to entering into a joint venture with this master developer by autumn 2015. The Property Consultant team appointed via this procurement process will provide overarching and strategic advice to the Authority as it progresses the appointment of this master developer.

### 4.4 Services Required

The Authority is seeking to appoint a suitably qualified property consultancy to provide the following services which will include but are not guaranteed or limited to:

1. Working with the Authority and the Authority's external legal team, prepare a **Business Case** for the joint venture partnership whilst developing in tandem outline proposals for the **structure of the joint venture** and **outline heads of terms**, supported by a robust **procurement** approach;
2. On agreement of the Business Case, work with the Authority and the Authority's legal team to **progress the appointment of the master developer**, which is likely to include but is not guaranteed or limited to:
  - a. Finalising the **structure of the joint venture** to inform preparation of final **heads of terms**;
  - b. Preparing the **joint venture agreement**;

- c. Preparing the **tender pack**;
  - d. Supporting the Authority and its legal advisors in the **selection of the master developer**, which is likely to include but is not guaranteed or limited to:
    - i. entering into the dialogue phase including attending clarification meetings as required;
    - ii. agreeing forms of document;
    - iii. calling for final tenders;
    - iv. advising the Council on evaluation of bids.
3. **Launch and manage** the joint venture partnership which is likely to include but is not guaranteed or limited to:
- a. negotiating the final form of contract with the preferred bidder through to completion;
  - b. launching the joint venture;
  - c. ensuring the Authority achieves value for money and that the risk / reward ratio is managed;
  - d. advising the Council during the development phase once the joint venture partnership becomes operational.
4. **Deliver an accelerated timescale.** The Authority wishes to enter into the final form of contract within a challenging period of three calendar months from the appointment of preferred bidder (the target date for appointment of the preferred bidder being October 2015). In order to incentivise the consultant, the Authority will make a payment of £150,000, should the contract be entered into with the master developer ("**Contract Date**") no more than three calendar months from the date on which the master developer is informed that it is the preferred bidder ("**PB Date**").

For every week, or part thereof, which elapses between the PB Date and the Contract Date, the payment will be reduced by £7,250. When six calendar months have elapsed between the PB Date and the Contract Date, the payment will be reduced to zero,

This payment is referred to in this ITFC as the "Incentive Payment". The way in which the Incentive Payment will be used by bidders to maximise the likelihood of delivery within these timescales will be assessed as set out under section 7 below.

Bidders should also note that the Authority is looking for innovation in approach and methodology in order to meet this challenging timescale, not merely intensive use of additional, more junior level resources. Accordingly, the Authority will, during the period between the PB Date and the later of: (i) the Contract Date; and (ii) the date falling six calendar months after the PB Date ("**the Incentive Period**"), only pay for senior resource. "Senior resource", in this context, means those of "Associate Partner/Director" grade and above. Any other, non-senior resource deployed during the Incentive Period will be at the consultant's risk. The Authority anticipates that, in order to achieve an Incentive Payment of this magnitude, the consultant may be willing to place a certain amount of non-senior resource at risk. The way in which bidders' proposals will be evaluated taking this, and other matters, into account is set out below.

## **Section 5 – Framework Call-Off Terms & Conditions**

*Please see separate document.*

25Jun14 Estates Call Off

*(Government Procurement Service – letter of appointment and call off terms)*

## **Section 6 – Minimum Standards**

Not Applicable

## Section 7 – Evaluation Criteria

The evaluation process is outlined below.

Award Criteria will be applied to submissions which are complete and comply with the provisions of this ITFC. The Award Criteria are in compliance with the requirements of the Crown Commercial Service Estates Professional Services Framework Agreement RM928.

Evaluation Criterion	Criterion Weighting	Evaluation Sub-criteria	Sub-criteria Weighting	Pass/Fail
<b>Quality</b>	70%	Methodology	50%	Yes. A “fail” will result if:  -a submission is awarded fewer than 80% of the marks available for this evaluation sub-criterion (Methodology);  - the method statement in relation to “effective use of the Incentive Payment” is scored two, one or zero; or  -any one or more of the other method statements provided in relation to this evaluation sub-criterion (Methodology) achieves a score of one or zero
		Resourcing	15%	No
		Management of sub-contractors	0%	No
		Community Benefits	5%	No
<b>Charges</b>	30%	Price Evaluation	30%	No

Providers are to use font size 12pt. Any information given outside of this limit will not be factored into the evaluation.

## Quality (70%)

### Evaluation Criteria Response Requirements in relation to Methodology (50%)

Please provide the four method statements described below. Each method statement should be no more than 500 words in length. Documents should not be cross-referenced or referred to, and any and all matters which the bidder wishes to be taken into account in assessing the quality of its submission should be set out in its Award Responses.

Quality	Total Possible Score	Weighting
<p>How will you support the Authority in achieving <b>value for money</b> in procuring the master developer for Meridian Water? You may wish to draw on your experience of providing advice to public sector clients in the past, with particular reference to classification of the joint venture partnership; affordability of the joint venture partnership; and equitable transfer of assets (tangible and intangible).</p>	4	10%
<p>How will you support the Authority in <b>managing public sector interest</b> in appointing the master developer? You may wish to draw on your experience of providing advice to public sector clients in the past, with particular reference to the role of market analysis; benefits realisation; exit, termination and contingency strategies; intellectual property; governance and management arrangements including conflict and dispute resolution.</p>	4	20%
<p>How will you support the Authority in ensuring <b>risk and reward is equitably shared</b> between the joint venture partners? You may wish to draw on your experience of providing advice to public sector clients in the past, with particular reference to distribution policy; reputation and propriety issues; and liabilities.</p>	4	10%
<p>How you will use the <b>availability of the Incentive Payment</b> effectively and so that you achieve the accelerated timescales set out in the Specification at Section 4? What resource will be made available in order to achieve these timescales, and what element of that resource will be placed “at risk” during the Incentive Period? That is, how much non-senior resource (if any) will you devote to delivering the accelerated timescale during the Incentive Period? This resource is described as “at risk” because it will not be remunerated on an hourly basis. Of course, such non-senior resource may contribute to achievement of the accelerated timescale, and accordingly to award of the Incentive Payment to the</p>	4	10%

consultant.  Note that this Method Statement is subject to a separate scoring mechanism, as set out below. Please also note that this method statement contains a “pass/fail” element, as set out above.		
<b>Total Available Score</b>	<b>16</b>	<b>50%</b>

**Calculation of score (out of 10%) for the Method Statement in relation to the Incentive Payment**

The written response to the request for a method statement relating to effective use of the Incentive Payment will be assessed using the following mechanism (with other Method Statements being assessed using the “general scoring mechanism” set out below).

SCORE	DESCRIPTION
4	<p>The response gives the Authority a very high level of confidence, supported by compelling evidence, that the consultant will use the availability of the Incentive Payment to maximise the likelihood that the contract with the master developer will be entered into no more than three calendar months from the date on which the master developer is informed that it is preferred bidder.</p> <p>The Authority is confident that the availability of an Incentive Payment will have a positive impact on timescale given the proposals set out in the response and, in particular, the non-senior resources that the consultant will place “at risk” pending successful award of the Incentive Payment.</p>
3	<p>The response gives the Authority a high level of confidence, supported by evidence, that the consultant will use the availability of the Incentive Payment to maximise the likelihood that the contract with the master developer will be entered into no more than three calendar months from the date on which the master developer is informed that it is preferred bidder.</p> <p>On the balance of probabilities, the Authority believes that the availability of an Incentive Payment will have a positive impact on timescale given the proposals set out in the response and, in particular, the non-senior resources that the consultant will place “at risk” pending successful award of the Incentive Payment.</p>
2	<p>The response gives the Authority some confidence that the consultant will use the availability of the Incentive Payment to maximise the likelihood that the contract with the master developer will be entered into no more than three calendar months from the date on which the master developer is informed that it is preferred bidder.</p> <p>However, on the balance of probabilities, the Authority believes that the availability of an Incentive Payment will have little positive impact on timescale given the proposals set out in the response and, in particular, the non-senior resources that the consultant will place “at risk” pending successful award of the Incentive Payment.</p>
1	The response gives the Authority little or no confidence that the consultant will use the

	<p>Incentive Payment to maximise the likelihood that the contract with the master developer will be entered into no more than three calendar months from the date on which the master developer is informed that it is preferred bidder.</p> <p>The Authority does not believe that the availability of an Incentive Payment will have any positive impact on timescale given the proposals set out in the response and, in particular, the non-senior resources that the consultant will place “at risk” pending successful award of the Incentive Payment.</p>
0	<p>The response does not claim that the availability of the Incentive Payment will have any positive impact on timescale.</p> <p>No material non-senior resources will be placed “at risk” pending successful award of the Incentive Payment.</p>

**General Scoring Mechanism:**

Method Statements, other than those in relation to the Incentive Payment, will be assessed using the following scoring mechanism:

SCORE	DESCRIPTION
4	Response / answer / solution is of a high standard with no reservations at all about acceptability;
3	Good response / answer / solution to that aspect of our requirement; provides more evidence than that of an ‘acceptable’ response.
2	Acceptable response / answer / solution; all basic requirements are met; provides evidence given of skill / knowledge sought.
1	Less than acceptable response / answer / solution; lacks convincing evidence of skills / experience sought; lack of real understanding of requirement or evidence of ability to deliver.
0	Non-compliant – failed to address the question / issue or a detrimental response / answer / solution; limited or poor evidence of skill / knowledge sought.

**Evaluation Criteria Response Requirements in relation to Resourcing (15%)**

Please provide a breakdown of the proposed project team that will deliver the services including named individuals, CVs, and the proportion of time they will spend on the project. Maximum word limit 1,500 words.

**Management of Sub-contractors (0%)**

If appropriate, identify any sub-contracting arrangements you would put in place to deliver this contract. Maximum word limit 500 words.

**Evaluation Criteria Response Requirements in relation to Community Benefits (5%)**

Please provide a method statement (maximum 500 words) which shall be appended to the Call-Off Terms, identifying how you will deliver the following Core Community Benefit Requirements:

<b>Community Benefit Requirement</b>	<b>Total Possible Score</b>	<b>Weighting</b>
Involvement in the delivery of the relevant services of one apprentice	5	2.5%
10 hours per year of training for Authority staff in strategic property matters	5	2.5%
<b>Total Available Score</b>	<b>10</b>	<b>5%</b>

**Calculation of score (out of 5%) in relation to Evaluation Criteria Response Requirement for Community Benefit**

<b>Score</b>	<b>Description</b>
5	The response gives the Authority a very high level of confidence, supported by compelling evidence, that the Community Benefits will be delivered.
3	The response gives the Authority some confidence, supported by evidence, that the Community Benefits will be delivered.
0	The response gives the Authority little or no confidence that the Community Benefits referred to will be delivered.

## Section 8 – Pricing Schedule

### Charges (30%)

Please complete the Hourly Rates table below.

<b>Pricing Model using General Hourly Rates</b>			
<i>Note: Professional qualification means Member of the Royal Institution of Chartered Surveyors, other Professional from other Professions</i>			
<b>Professional Grade</b>	<b>Hourly Rate</b>	<b>Number of Hours</b>	<b>Cost</b>
Professionally qualified Lead Partner/Director (with at least 10 years post qualification experience)		2,688	0
Other professionally qualified Partner/Director (with at least 10 years post-qualification experience.)		1,344	0
Professionally qualified Associate Partner/Director (with at least 5 years post-qualification experience.)		2,688	0
Professionally qualified Senior Surveyor (with at least 3 years post-qualification experience.)		2,688	0
Professionally qualified Surveyor		1,344	0
Graduate or Assistant Surveyor		672	0
<b>Total Contract Value</b>			<b>0</b>

All prices are to be exclusive of Value Added Tax (VAT) and will include travel and subsistence costs (in accordance with the Authority's prevailing rates).

The mechanism for establishing price scores is that the Provider that submits the lowest price in the *Pricing Model using General Hourly Rates* will be awarded the maximum percentage score available; all other Providers are awarded using the following formula:

$$(Lowest Bidder Price / Bidders Price) \times Percentage Score Available$$

## Section 9 – Certificate of Non-Collusion

### Certificate as to Bona Fide Submission / Collusive Bidding

To Enfield Council

(hereinafter called the “Authority”)

The essence of selective bidding is that the Authority shall receive bona fide competitive Submissions from all persons bidding. In recognition of this principle;

I/We certify that this is a bona fide Submission, intended to be competitive and that I/We have not fixed or adjusted the amount of the Submission or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- a) communicate to a person other than the Authority the amount or approximate amount of my/our proposed Submission (other than in confidence in order to prepare a joint submission or to obtain insurance premium quotations required for the preparation of the Submission,
- b) enter into any agreement or arrangement with any other person that he shall refrain from bidding or as to the amount of any Submission to be submitted,
- c) offer or agree to pay or give now or in the future 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 or offering to do in relation to any other Submission or proposed Submission for the goods / service or current or future commercial/personal relationship any act or omission.

In this certificate the word **person** includes any person and anybody or association, corporate or incorporate and **any agreement or arrangement** includes any such transaction, formal or informal and whether legally binding or not.

Signed (1)

Status

Signed (2)

Status

For and on behalf of

Date

**[PLEASE PRINT OUT THE CERTIFICATE OF NON-COLLUSION, SIGN, SCAN AND UPLOAD THE COMPLETED DOCUMENT AS PART OF YOUR SUBMISSION]**