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Development Monitoring and Management Services

Framework 2021-2025

Further Competition Invitation to Tender (Stage 1 Under FTS Threshold)

Procurement of a Compliance & Monitoring

Inspector at Former Harrogate Police Training Centre (HPTC)

Issue Date: 2nd November 2022

ProContract Identification Number: DN29673

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Introduction

The purpose of this Further Competition Invitation to Tender (ITT) is to award the call-off contract for the above commission.

We ask you to respond to the questions detailed in Part 2, Section 6 (Evaluation Criteria) using the [Response Form](#) and to return the Response Form and Resource and Pricing Schedule in Part 3 with your tender.

This Further Competition ITT is divided into 3 parts:

Part 1 – Commission Requirement

- Details the commission requirements.
- Details additional terms and conditions for the Further Competition. The successful Supplier will be subject to both the terms and conditions of this Further Competition and the Framework Contract. Unless otherwise defined in these instructions, terms used shall have the meaning given to them in the Framework Contract.

Part 2 – Instructions for Submitting a Response

- Contains important information and instructions on preparing and submitting a tender response. Please read these instructions carefully prior to submitting your tender response.
- Outlines the evaluation criteria which will be used for assessment. It is important that Suppliers familiarise themselves with the criteria and ensure they are considered when complying their tender response.

Part 3 – Standard Forms

- Contains the standard forms required to be completed and returned by the Supplier when submitting a tender response.

Part 1 - Commission Requirements

1. Commission Background

The former Harrogate Police Training Centre (HPTC) is an 8.56ha brownfield site located at Yew Tree Lane, Harrogate, HG2 9JY. Homes England acquired the site in January 2019 as a OGD transfer from the Home Office. Outline planning permission was granted in December 2021 subject to S106 and various planning conditions for:

"Outline planning application for the conversion of North Lodge, Headmasters House, Kensington House and Library to form up to 16 dwellings and erection of up to 184 new build dwellings (up to 200 units in total) with associated access roads, cycle link, landscaping and infrastructure works and approval of the points of access. Additional works to comprise formation of children's play area and various landscaping works. All outline matters reserved".

Homes England procured Countryside Properties (Ltd) as a preferred development partner. Homes England entered into an Agreement for Lease with Countryside Properties in March 2021.

The Agreement for Lease includes conditions precedent which must be satisfied for Countryside Properties to draw down the Building Lease and commence development on site.

The conditions include (but are not limited to):

(a) Countryside Properties obtaining a satisfactory Reserved Matters planning permission free from challenge (the basis of which must be consistent with the scheme tendered to Homes England as part of the ITT).

(b) Homes England procuring a Compliance Inspector to deliver the Scope of Services set out within this tender and the Compliance Inspector brief (Annex A). **The Compliance Inspector will be procured by Homes England and appointed by Countryside Properties via a Deed of Appointment.**

It is anticipated that Countryside Properties will submit their Reserved Matters application in November 2022 and draw down the Building Lease in March 2023.

2. Objectives

Homes England disposes of its landholdings by way of a Building Lease (typically 125 years), which includes legal controls in relation to build pace and Modern Methods of Construction (MMC). Furthermore, the Building Lease seeks to use an overage mechanism to incentivise and accelerate pace of delivery.

Further obligations within the Building Lease include adopting Building for a Healthy Life design standards and maintaining health and safety construction standards.

As a Condition Precedent of the Agreement for Lease, Homes England must procure a suitably qualified Compliance Inspector to support Homes England in administering the delivery obligations placed on Countryside Properties in the delivery of this scheme, in addition to monitoring the progression of development and compliance and performance of the developer.

The developer's duties are:

- To comply with and otherwise discharge all relevant outline planning conditions associated with the scheme.
- To discharge obligations and payments of the scheme's agreed S106 Agreement.
- To meet Homes England's requirements in respect of:
 - The minimum build-out pace
 - The minimum MMC specification score
- To comply with Harrogate Borough Council's affordable housing planning policy. The developer must then work with an RP partner nominated by the Harrogate Development Partnership to take on responsibility for these tenures.
- Upon draw down of the Building Lease, coordinate effective management of the site and discharge all statutory health and safety duties.
- To arrange the delivery and management of all construction activities across the site in compliance with the terms of the planning approval.
- To secure all appropriate accreditations (including NHBC, Building Control) for completed dwellings such as to ensure they are insurable / mortgageable.
- To manage all marketing and sales of dwellings across the site.
- To carry out snagging activities and provide all appropriate maintenance and aftercare services to buyers.
- To agree and complete adoption agreements with the local authority in respect of key roads within the development and with the local authority or a nominated management company in respect of the scheme's public open spaces and other areas that do not fall within private residential ownership.
- To comply with any duties and services required of a developer under the terms of the warranty agreements provided to buyers.
- To otherwise comply with all obligations set out within the Agreement for Lease and Building Lease.

It is intended that a single firm will be procured via the Development Monitoring and Management Services Framework 2021-2025 to act as the Agency's Compliance Inspector. The Compliance Inspector will be appointed by Countryside Properties and will owe a duty of care to both Homes England and Countryside Properties. The appointment will be made to coincide with the Building Lease being granted, which is expected in March 2023.

3. The Services

Services required:

- 1 Start on Site Monitoring Report (inclusive of a pre-start meeting with Homes England and Countryside Properties).
- Monthly Monitoring Reports & Monthly Inspections – 46 reports in total (i.e., the no. of months in the agreed build programme from Start on Site to Completion of Last Sale).
- 1 Final Completion Certificate – to be submitted as soon as possible.

4. Key Deliverables

Homes England will – as per the requirements of this tender brief – procure a suitably qualified Compliance Inspector to deliver the scope of services as summarised in the four main duties below.

Please refer to the Compliance Inspector Brief in Annex A for further detail on services and key deliverables required.

Main Duties:

- 1) **Pre-start on Site meeting** – a meeting between Homes England, Countryside Properties, and the Compliance Inspector to agree the scope of information that the Compliance Inspector will require to support them in performing their duties, agree timings for the issue of monthly monitoring reports and discuss site access arrangements for inspection.
- 2) **Start on Site Monitoring Report** – provision of a Start on Site monitoring report to confirm that all pre-start planning conditions have been discharged, that the developer has satisfied all conditions necessary within the Agreement for Lease/Building Lease to permit start on site and confirmation of the developers Start on Site date.
- 3) **Monthly Monitoring Reports and On-Site Inspections** – produce monthly monitoring reports and conduct monthly on-site inspections, demonstrating to Homes England that the development complies with the Building Lease in respect of the Approved Plans, design standards, MMC specification, performance criteria and Construction Related Deadlines (as set out within the Building Lease). Furthermore, reporting on the

developer’s build out and sales performance. Where relevant, recording developer requests for extensions of time or variations to Approved Plans, making recommendations to Homes England as to whether such requests are justified and reasonable, in addition to reporting on any breaches to the Building Lease or unauthorised deviations that may have occurred.

- 4) **Final Completion Certificate** – provision of a Final Completion Certificate confirming; NHBC certificates have been issued for all dwellings, the development has been built in accordance with the contractual requirements, the developer has completed agreements in respect of S38 and S104 (adoption of roads/services) and all dwellings are accessible and serviced. Furthermore, the Compliance Inspector is required to determine the level of overage payable to Homes England (if any) and review and confirm the accuracy of the red line transfer plan with regards to the transfer of residual land to the developer.

5. Site Information

A summary overview of HPTC is provided below:

Details	Former Harrogate Police Training Centre
Address	Yew Tree Lane, Harrogate, HG2 9JY
Site area (gross)	8.56ha. Please refer to the red line boundary plan in Annex B.
Description	<p>Brownfield land: Homes England have remediated the site via the demolition and site clearance of existing redundant buildings, excluding four non-designated heritage assets known as North Lodge, Headmaster’s House, Kensington House and the Memorial Library which will be retained for their heritage value and converted into a total of 16 apartments.</p> <p>Homes England will grant a 125-year Building Lease to Countryside Properties (Ltd) on satisfaction of all conditions precedent within the Agreement for Lease.</p> <p>The Building Lease will include obligations to; build at pace, incorporate MMC and to adhere to the principles of good design (BfHL), in accordance with the Developer’s successful tender.</p> <p>The Lease will incorporate key performance targets which must be met by the developer; over / under performance will determine their share of overage (if any). The developer’s share of overage will vary according to whether the scheme is built out by the developer quicker or slower than the prescribed pace of build.</p> <p>In the event of a significant breach, the Lease can be rescinded.</p>

	The Building Lease provides for the transfer of individual freehold plots to purchasers on evidence of satisfactory construction in accordance with the Approved Plans.
Current planning status	Outline planning permission was approved in December 2021 for the development of 200 dwellings on site (Ref 20/02318/OUTMAJ) subject to agreeing S106 with Harrogate Borough Council and various planning conditions. The S106 agreement is expected to be completed imminently.
Unit numbers	200 units (30% affordable housing)
Grant of Building Lease	Estimated March 2023
Estimated Start on Site	Estimated March 2023
Fixed Pace of Development from House Build Commencement	House build programme 43 months from House Build Commencement to Completion of Last House. Average of 4.7 units per calendar month across all tenures. Construction Related Deadlines will be written into the Building Lease at (i) 12 months and thereafter at (ii) 12 monthly intervals throughout the construction period. The actual Pace of Development will determine the apportionment of Overage (if any), incentivising faster pace and penalising slower pace.
Estimated date for Practical Completion	46 months post start on site
Modern Methods of Construction	Countryside Properties will commit to 100% of their units being constructed using Category 2A "Premanufactured 2D Structural Systems - Closed Panel". The details of these obligations are contained in Annex C

6. Indicative Programme

Suppliers should note the indicative programme dates when preparing their Programme information in the Response Form.

Key Delivery Milestones	Anticipated Date
Commencement Date	Draw down of Building Lease March 2023 (subject to change)

Monthly Inspections and Reports	April 2023 – February 2027 (46 months post SoS)
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7. Management

The lead contact in relation to this ITT is:

Rachael Deakin, Development Manager – rachael.deakin@homesengland.gov.uk

The Building Lease will be managed by Homes England’s Contract Management Team. The details of the Contract Manager will be confirmed upon appointment of the Compliance Inspector.

Meeting Requirements:

- **Start-up meeting**

A start up meeting must take place in March 2023 upon drawn down of the Building Lease, and attended by Homes England, Countryside Properties, and the Compliance Inspector.

- **Review meetings**

The Compliance Inspector is expected to attend monthly project meetings with a Homes England Contract Manager to discuss progress on site and address any matters of concern. Those meetings are to be conducted via MS Teams or similar.

- **Poor Performance Meeting**

These meetings will hopefully not be required. However, if poor performance is repeated following escalation to the Supplier’s Key Personnel to resolve the issue, as required in the Framework Management Schedule of the Framework Contract, the Framework Manager must be notified and Homes England may call for a Poor Performance Meeting. Beforehand, Homes England will present areas of concern so that the Supplier and Homes England can discuss what happened and why, what will be done to prevent it happening again and how matters will improve. The Supplier subject to such a meeting would be expected to outline in writing in a Rectification Plan afterwards what improvements/modifications they will be putting in place. There will be a maximum of two Poor Performance Meetings before termination of the commission.

8. Risks

The instruction remains conditional upon the successful completion of the Building Lease for the development of the site. It is expected that the conditions precedent can be discharged by March 2023, which is when the instruction will commence.

9. Payment

On the Tendered Fee Schedule (Annex D) bidders should provide a breakdown of costs associated with the key outputs for the commission as outlined under Section 3 and 4.

Costs will be met by Countryside Properties (Ltd) and payment will be monthly. **This appointment will be secured via a Deed of Appointment (Annex E) and not via TMS.**

10. Other Requirements

Whilst the Compliance Inspector appointment will be made directly by Countryside Properties, the Compliance Inspector will owe a duty of care to both Homes England and Countryside Properties, ensuring a suitably qualified person provides the required services in accordance with the terms and conditions of the Deed of Appointment - with warranties for their services made in favour of Homes England as per clause 14 of the Compliance Inspector Deed of Appointment.

11. Termination

Should performance during the period of this appointment prove unsatisfactory following the Poor Performance meeting provisions set out in the Management section above, Homes England will exercise its right under the Termination and Suspension of the Contract clause in the Framework Contract to give notice to terminate the arrangement with immediate effect.

If the services are no longer required, for whatever reason, then Homes England reserves the right to terminate the appointment and pay for services completed at that point.

12. Conflict of Interest

Homes England will exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform Homes England, detailing the conflict in a separate Appendix.

13. Confidentiality

This Further Competition ITT and associated information is confidential and shall not be disclosed to any third party without the prior written consent of Homes England. Copyright in this Further Competition ITT is vested in Homes England and may not be reproduced, copied or stored on any medium without Homes England's prior written consent.

Suppliers shall not undertake, cause or permit to be undertaken at any time any publicity in respect of this Further Competition process in any media without the prior written consent of Homes England.

14. Health and Safety

Homes England takes health and safety very seriously and expects all Suppliers to do the same. All Suppliers must adhere to the Health and Safety obligations in the Framework Contract and the following Homes England policies where applicable:

- Homes England Safety, Health and Environment Policy
- Homes England Asbestos Policy
- Homes England CDM Policy

Part 2 - Instructions for Submitting a Response

1. General

- 1.1 The Further Competition deadline is **13:00** on **29/11/2022** and tender responses **must** be submitted on ProContract. Please regularly check ProContract for any amendments to the Further Competition deadline. For all ProContract portal issues please contact ProContractSuppliers@proactis.com.
- 1.2 Suppliers **must** ensure that suitable provision is made to ensure that the submission is made on time. Any tender responses received after the Further Competition deadline shall not be opened or considered unless Homes England, exercising its absolute discretion, considers it reasonable to do so. Homes England, may, however, at its own absolute discretion extend the Further Competition deadline and shall notify all Suppliers of any change via ProContract.
- 1.3 **Please note all communications during the tender period will be via the ProContract website. All Suppliers that have registered their interest for the Procurement will receive a direct email notification from ProContract on any updates via the Suppliers registered email address. No approach of any kind should be made to any other person within, or associated with, Homes England. It is the Suppliers responsibility to check the ProContract website for any updates to the Procurement process. No claim on the grounds of lack of knowledge of the above mentioned item will be entertained.**
- 1.4 The Supplier should check the Further Competition ITT for obvious errors and missing information. Should any such errors or omissions be discovered the Supplier must send a message via the messaging function on ProContract. No alteration may be made to any of the documents attached thereto without the written authorisation of Homes England. If any alterations are made, or if these instructions are not fully complied with, the tender response may be rejected.
- 1.5 All clarification requests must be sent using ProContract no later than 5 working days before the Further Competition deadline shown on ProContract. Any queries submitted after this may not be answered. Homes England will respond to clarifications as soon as practicable.
- 1.6 Suppliers should specify in their clarification questions if they wish the clarification to be considered as confidential between themselves and Homes England. Homes England will consider any such request and will either respond on a confidential basis or give the Supplier the right to withdraw the clarification question. If the Supplier does not elect to withdraw the question and Homes England considers any clarification question to be of material significance, both the question and the answer will be communicated, in a suitably

anonymous form, to all prospective Suppliers who have responded. If Suppliers consider that page limits set out in Section 20 (Evaluation Criteria) are insufficient to provide the information required by the question then a clarification request should be raised. No guarantee can be given that the page limit will be increased.

1.7 Tender responses must not be accompanied by statements that could be construed as rendering the tender response equivocal and/or placing it on a different footing from other Suppliers. Only tender responses submitted without qualification strictly in accordance with the Further Competition ITT (or subsequently amended by Homes England) will be accepted for consideration. Homes England's decision on whether or not a tender response is acceptable will be final.

1.8 Tender responses must be written in English.

1.9 Under no circumstances shall Homes England incur any liability in respect of this Further Competition or any supporting documentation. Homes England will not reimburse the costs incurred by Suppliers in connection with the preparation and submission of their tender response to this Further Competition.

1.10 Homes England reserves the right to cancel this Further Competition process at any time.

2. Quality

2.1 A Response Form template has been provided in Part 2 to respond to the Quality questions detailed in Section 6 (Evaluation Criteria). The Response Form must be **completed and returned** as part of the tender response.

2.2 Suppliers must provide information on proposed staff in the Response Form and Resource and Pricing Schedule provided in Part 2. If the Supplier is a consortium or intends to sub-contract the Services, in whole or in part, then it should specify precisely in the Resource and Pricing Schedule which economic operator shall perform the Services (or parts thereof).

3. Pricing

3.1 A Resource and Pricing schedule has been provided with this Further Competition ITT which must be completed and returned as part of the tender response.

The pricing approach for this Further Competition is a **lump sum fixed fee**.

3.2 The list of activities in the Resource and Pricing Schedule is not exhaustive and there may be additional duties/services required that will emerge as work is undertaken. This commission may be extended on client instruction to cover such matters as arise, based on a time charged fee schedule completed in the tender response. The commission will only be extended if the services relate to the original objective of the

overall call off contract.

- 3.3 Suppliers are reminded that day rates for all individuals must be the agreed Framework Contract rates unless discounted rates are offered and will be used for all of the services.

4 Evaluation

4.1 Tender responses will be evaluated on the basis of the overall most economically advantageous Tender (MEAT) submitted to Homes England. The evaluation criteria (and relative weightings) that Homes England will use to determine the most economically advantageous Tender are set out in Section 6 (Evaluation Criteria) below and the scoring approach is detailed in Section 7 (Worked Example). Scores will be rounded to two decimal places.

4.2 Evaluators will initially work independently. Once they have completed their independent evaluation they will meet to discuss, understand and moderate any differences they have via a consensus meeting, where a single consensus score for each question will be agreed.

4.3 Award decisions will be subject to the standstill period if over the EU Services threshold. Unsuccessful Framework Suppliers will be provided with their scores and feedback to explain the award decision

5 Documents to be Returned

Suppliers are expected to provide the following information in response to this Further Competition ITT:

- Completed Response Form
- Completed Resource and Pricing Schedule
- Supporting CV's for staff proposed to undertake this commission (no more than 2 pages each)

6 EVALUATION CRITERIA

Quality will account for 30% of the Overall Score. The following scoring methodology will apply:

5 – Excellent Satisfies the requirement and demonstrates exceptional understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.

4 – Good Satisfies the requirement with minor additional benefits. Above average demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.

3 – Acceptable Satisfies the requirement. Demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services.

2 - Minor Reservations Some minor reservations of the Supplier’s understanding and proposed methodology, with limited evidence to support the response.

1 – Major Reservations/Non-compliant Major reservations of the Supplier’s understanding and proposed methodology, with little or no evidence to support the response.

0 - Unacceptable/Non-compliant Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Supplier has the understanding or suitable methodology, with little or no evidence to support the response.

PLEASE NOTE:

If your response scores 0 or 1 for any one question your overall submission will be deemed as a fail.

Any text beyond the specified page limits below will be ignored and will not be evaluated.

Homes England will not cross-reference to other answers when assessing quality responses.

Evaluators will initially work independently. Once they have completed their independent evaluation they will meet to discuss, understand and moderate any differences they have via a consensus meeting, where a single consensus score for each question will be agreed.

Number	Criteria	Demonstrated by	Weighting
1	Understanding of Project Requirements	A summary of your interpretation of the required services and information you believe Homes England requires from this appointment.	20%

	<p>Please demonstrate your understanding of the scope of services required and your proposed methodology for this commission.</p> <p>PAGE LIMIT: Maximum 4 A4 pages, 11-point Corbel font</p>	<p>A statement outlining method and approach explaining how the commission will be undertaken within the reporting timescales.</p> <p>Outlining how you would record and report on Construction Related Deadlines as they occur (example template reports can be appended to submissions).</p> <p>Indicating how you would approach the management of construction quality (for example, this is aimed at ensuring there is no dilution in quality between the specification of the scheme ('Approved Plans') and the scheme actually being delivered).</p> <p>Information on other Supplier input that may be required.</p> <p>Identification of other information that may be required.</p> <p>Where relevant identification of areas of innovation.</p> <p>Supported by relevant examples, where applicable, demonstrating how they are relevant to the approach proposed.</p>	
2	<p>Staff and other Resources</p> <p>Please advise of the resource you would allocate to this commission.</p> <p>Provide a short summary of your experience in carrying out similar commissions, citing specific examples where relevant.</p> <p>PAGE LIMIT: Maximum 2 A4 pages, 11-point Corbel font</p>	<p>Who will undertake the commission and why have they been chosen?</p> <p>Identify key members of staff and allocation to the required services, i.e., who will attend site visits / client meetings?</p> <p>Who will be responsible for reporting to Homes England and the developer?</p> <p>Summary of your experience carrying out similar commissions, and what lessons you might have learned from these past commissions which could add value to this commission.</p> <p>Supported by resourcing information provided in Resource and Pricing Schedule.</p> <p>Supported by CVs for key members of staff.</p>	10%

3	Appointment of Compliance Inspector PAGE LIMIT: Maximum 1 A4 pages, 11-point Corbel font	This question is MANDATORY: Please confirm that you would be satisfied with this appointment being secured via a Deed of Appointment with the developer, Countryside Properties (Ltd), rather than appointment via Homes England/TMS?	Pass/Fail

Price will account for 70% of the Overall Score. The lowest price will gain the maximum marks with other prices expressed as a proportion of the best score using the maths explained in the worked example below.

Criteria	Demonstrated by	Weighting
Price	Completed Resource and Pricing Schedule	70%

7 Worked Example

How your quality scoring will be used to give a weighted score

Bidder	Question	Score out of 5	Weighting	Weighted Score	Total Weighted Score

Supplier A	1	3	20%	12	18
	2	4	10%	6	
Supplier B	1	5	20%	20	28
	2	4	10%	8	
Supplier C	1	2	20%	8	n/a (fail)*
	2	1	10%	n/a	

* in the example above Supplier C's pricing will not be scored

Worked example of how your price will be used to calculate a score

Bidder	Form of Tender price	Lowest price/Supplier's price (as %)	Price Score (out of 70)
Supplier A	350	$350/350 = 100\%$	$100\% * 70 = 70$
Supplier B	700	$350/700 = 50\%$	$50\% * 70 = 35$
Supplier C	250	n/a	n/a

Worked example of Overall Score and Ranking

Bidder	Total Quality Score	Price Score	Total Score	Ranked Position
Supplier A	18	70	88	1
Supplier B	28	35	63	2
Supplier C	n/a	n/a	n/a	n/a

Part 3

3.1 RESPONSE FORM

Framework:	Development Monitoring and Management Services Framework 2021-2025
Project Title:	Procurement of a Compliance & Monitoring Inspector at Former Harrogate Police Training Centre (HPTC)
ProContract Identification Number:	DN29673
Supplier:	
Date:	

To enable Homes England to evaluate your tender, we require Suppliers to respond to the questions below whilst making reference to the evaluation section above.

Please refer to the evaluation section for page limits for each question. Any text beyond this will be ignored and will not be evaluated.

1. Understanding of Project Requirements

2. Staff and other Resources

3. Appointment of Compliance Inspector (mandatory pass/fail question)

3.2 RESOURCE AND PRICING SCHEDULE

Excel spreadsheet to be embedded by Supplier in response

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0300 1234 500

gov.uk/homes-england

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