#### **Invitation to Tender**

#### **Part A - Instructions and important information and**

#### **Part B - Specification**

**Contract for the development services to enable the residential development at land at Meadow Lane, Iffley Village, Oxford.**

**Contract Term – 5 years from Contract Commencement**

**Procurement portal ref:** DN508725

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**part A – Instructions and important information to TENDERERS**

## Oxford City Housing group of companies are wholly owned by Oxford City Council and have been established to enhance the delivery of housing within the city and surrounding area.

## 1. **Scope**

1.1 This Contract is for development services to enable the residential development at land at Meadow Lane, Iffley Village, Oxford.

1.2 Tenderers responding to this opportunity should carefully consider how their response can align with the OCHL’s corporate priorities:

* Enable an inclusive economy
* Deliver more, affordable housing
* Support thriving communities
* Pursue a zero carbon Oxford

1.3 As a minimum, we expect Tenderers to respond with market leading pricing structures which reflect the scope of the commercial opportunities we offer. Additionally, where there is an opportunity for a sustainable solution, Tenderers are strongly encouraged to offer such solutions, where permitted within the scope of the specification.

1.4 The principal aim of the tender process is to appoint a single Tenderer to OCHL who will deliver both financial and efficiency benefits.

## 2. **Contract period**

2.1 This Contract is programmed to be awarded on 01/03/2021 for a period of 5 years from Contract commencement with the option for OCHL, to extend the Contract by a further period of 18 months up to a maximum term of 2 years.

2.2 The implementation date is programmed to be 01/03/2021 but is subject to change.

## 3. **Contract value**

3.1 Unless otherwise disclosed in this Invitation to Tender, OCHL will not disclose the budget it has for this Contract.

3.2 Tenderers are advised that under the Government’s Transparency Agenda a certain amount of information about payments made, contracts held etc. is available on the council’s website. However, where such information exists OCHL does not guarantee that this level of purchasing will continue in future, and is not to be taken as an indication of the OCHL’s future level of spend in this area.

## 4. **The basis of the Tenders**

4.1 This Contract is being let in accordance with Oxford City Council’s Constitution with which the Successful Tenderer shall comply.

4.2 Tenderers must submit in accordance with the instructions contained within this Invitation to Tender. Any Tenderers that do not comply with these instructions may have their tender rejected.

4.3 Tenders are being invited to respond to a public advertisement. The Contract shall be in writing, in the form contained in this ITT, approved by the OCHL’s board and signed by the managing director and one additional director.

4.4 The Tenderers written response to any information required by OCHL will be taken into account in the evaluation of the Tender and if accepted, will be binding but will not detract from the Contract or Specification.

4.5 If the Successful Tenderer fails to execute the Contract OCHL may (without prejudice to any other remedy available to it) terminate the Contract by notice to the Successful Tenderer having immediate effect.

4.6 Until the execution of the Contract, the successful Tender together with the OCHL’s written acceptance of it shall form a binding agreement between the OCHL and the Successful Tenderer.

4.7 Every Tender received by the OCHL shall be deemed to have been made subject to the enclosed Contract Terms and Conditions unless the OCHL shall previously have expressly agreed, in writing to the contrary. Any alternative Terms or Conditions offered on behalf of the Tenderers shall, if consistent with this Invitation to Tender be deemed rejected by the OCHL unless expressly accepted in writing.

4.8 Any express waiver or variation of any of the Contract Terms and Conditions made in writing by the OCHL’s Supervising Officer shall bind OCHL. Otherwise, neither the Supervising Officer nor any other servant or agent of OCHL has authority to vary or waive any of the Contract Terms and Conditions on behalf of OCHL.

4.9 OCHL reserves the right not to accept the lowest or any Tender, and to annul the procurement process and reject the Tenders (in whole or in part) at any time prior to Contract Award, without thereby incurring any liability to Tenderers. To be clear OCHL reserves the right not to award any contract, at its sole discretion.

4.10 OCHL reserves the right to negotiate on particular items of a Tender proposal whilst ensuring that such negotiation does not distort competition or differ from the scope of the Contract.

4.11 The Successful Tenderer shall undertake the day-to-day monitoring and supervision of the Contract. An officer appointed by OCHL shall monitor the Tenderers quality control system to ensure compliance with the standards and requirements set out within this Invitation to Tender.

4.12 OCHL will ensure that the requirements as set out in the Contract are appropriate to their needs, and are supplied in accordance with the Contract.

4.13 All prices are to be shown in pounds sterling and fixed for the entire Contract Term. Pricing will be fully inclusive of **all** costs involved in meeting the Specification including delivery or early settlement discount incentives.

4.14 The OCHL reserves the right to not to award a Contract to the Successful Tenderer where the Tenderer cannot meet the requirements to OCHL’s timescales and/or satisfaction.

4.15 All communication with OCHL must be made via the South East Business Portal (procurement portal). <https://procontract.due-north.com>.

4.16 The indicative timetable for this procurement is:

|  |  |
| --- | --- |
| **Stage/activity** | **Date** |
| Invitation to tender published | 06/10/2020 |
| Deadline for receipt of clarification questions or request for additional information from Tenderers | 13/01/2021 |
| **\*Tenderers independent site visits to take place prior to submission** | **On request** |
| **Deadline for receipt of tenders** | **22/01/2021** |
| Preferred Tenderer announced | w/c 15/02/2021 |
| Standstill period  | Up to 28 days |
| Contract award | 01/03/2021 |
| Contract commencement date | 05/03/2021 |

## 5. Instructions to Tenderers

**PLEASE NOTE AS PER THE ABOVE TABLE TENDERS MUST BE RETURNED BY : 22 January 2021**

5.1 Tenderers must observe the following requirements:

(a) Tenderers have responsibility for obtaining, at their own expense, all information necessary for the proper preparation of their Tender. This responsibility extends to attending any site visits or necessary meetings throughout the entire procurement process;

(b) information provided to Tenderers by OCHL (whether within the Invitation to Tender or information released subsequently following the despatch of the Invitation to Tender) is provided only for guidance in the general preparation of the Tender. Tenderers must make their own enquiries with regard to the accuracy of any such information. No responsibility is accepted by OCHL for any loss or damage of whatsoever kind and howsoever arising from the use of such information by Tenderer;

(c) each party shall bear their own legal and other fees in relation to the preparation and submission of the Tender and any formal Contract documents arising therefrom.

 (d) Tenderers shall not make any alterations, qualifications, additions or notes upon the text of the Contract Terms and Conditions except with the prior written consent of OCHL. Any proposed amendments must be notified to OCHL for consideration prior to Tender submission in accordance with paragraph 4.7 & 4.8 above;

(e) Tenderers are required to keep the Tender open for acceptance for a period of 90 days from the date for submission of Tenders;

(f) all documents requiring a signature must be signed as stated below and the status of the signatories within the organisation must be indicated;

1. where the Tenderer is an individual, by that individual;
2. where the Tenderer is a partnership, by two duly authorised partners;
3. where the Tenderer is a company, by two directors, or by a director or a secretary of the Company, such persons being duly authorised for that purpose;

(g) should a Tenderer withdraw their Tender or fail to complete the Contract within 28 days of acceptance of a Tender, the OCHL will not, for a period of 3 years, accept any Tender from such Tenderer unless the appropriate committee specifically by resolution within this period directs otherwise.

(h) No copies of any of the written documentation supplied by OCHL may be made without the written consent of OCHL;

## 6. **Tender queries**

6.1 Tenderers should seek to clarify any outstanding queries and points of doubt with the OCHL before submitting a Tender.

6.2 All requests for clarification, additional information etc. must be made via the procurement portal <https://procontract.due-north.com>. So as to maintain the principles of the EU Treaty (transparency, equality and non-discrimination) the OCHL will not respond to any communication that is not received via the portal.

## 7. **Completing the documentation**

7.1 The OCHL reserves the right to disqualify any submission which is deemed incomplete.

7.2 Tenders which are not submitted in the format specified in this Invitation to tender shall not be considered by the OCHL.

7.3 Please answer all the questions in English, as accurately and concisely as possible, or mark those not applicable ‘N/A’ and provide an explanation.

7.4 Where indicated, responses must not exceed the maximum word or page limit given, appendices will be used as information only to add the understanding of the written response, an example of this may be screen shots of a system.

7.5 Please answer every question as instructed to do so. Do not assume that the officers evaluating the form will know about the Tenderers organisation or the work that they do, and answer the questions as fully as possible within any given constraints. The OCHL will only evaluate what is written by the Tenderers in their Tender.

7.6 Tenderers should not provide marketing literature or supporting documents, for example, accounts, certificates, statements or policies unless specifically requested to do so. Instead, we may request a statement regarding your approach to various aspects or a summary of your policies. The OCHL may ask to see these documents at a later stage so it is advisable that Tenderers ensure they can be made available upon request. Tenderers may also be asked to further clarify your answers or to provide more details.

7.7 Unless otherwise specified, tenders must be submitted using the forms provided, and in the format as issued (not PDF).

7.8 Where a signature is required this must be signed by a person who is authorised to do so as per paragraph 5.1 (f).

7.9 Tenderers must submit their Tender via the portal before the deadline <https://procontract.due-north.com>.

**Tenders received after the deadline for receipt will not be considered.**

## 8. **Freedom of Information**

8.1 Tenderers acknowledge that OCHL is obliged under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) to disclose information to third parties subject to certain exemptions. This includes the information given in relation to this Invitation to tender process.

8.2 Tenderers therefore accept and acknowledge that the decision to disclose information and the application of any exemptions will be at OCHLs sole discretion. The Authority will act reasonably and proportionately in exercising its obligations under the FOIA and/or the EIR as to whether any exemptions under of the FOIA and/or EIR may be applied to protect the Tenderer’s legitimate commercial and trade secrets.

8.3 Tenderers should state in the FOIA Disclosure form if any of the information supplied is confidential, or commercially sensitive, or should not be disclosed in response to a request for information under the FOIA or EIR. Tenderers should state why they consider the information to be confidential or commercially sensitive and the time period applicable to that sensitivity.

8.4 This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the FOIA and EIR.

## 9. **Variant Tenders**

9.1 Unless otherwise specified in the Contract Notice, OCHL will not accept a variant tender.

9.2 Where a variant tender is invited, OCHL will give an indication as to the nature of the variant tender that is authorised. In such instances, Tenderers must also submit a Tender which is fully compliant with the requirements set out in the Invitation to Tender (non-variant).

## 10. **Abnormally low Tenders**

10.1 Where the Tender price appears abnormally low, Tenderers will be required to explain and provide evidence to support the price and costs proposed in the tender.

10.2 In accordance with provisions contained in clause 69 of the Public Contracts Regulations 2015, OCHL may reject a Tender deemed abnormally low.

## 11. **Confidentiality of Tender information and documents**

11.1 All information provided by OCHL in connection with this Tender shall be regarded as confidential to the OCHL, except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.

11.2 The Invitation to Tender documentation are and shall remain the property of OCHL and must be returned with the Tender submission or deleted from any computer systems where it is downloaded. If Tenderers choose not to submit a Tender, the Tender documentation must be deleted.

11.3 The Tenderer shall treat the details of its Tender and any subsequent Contract as strictly private and confidential. Copyright in the tender documents is reserved to OCHL.

## 12. **Canvassing**

12.1 Any Tenderer who directly or indirectly canvasses any member, officer or agent of OCHL concerning the award of the Contract or who directly or indirectly obtains or attempts to obtain any information from any such member, officer or agent concerning any other Tender or proposed Tender shall be disqualified.

## 13. **Collusive Tendering**

13.1 Any Tenderer who:

(a) refuses to complete the Anti Collusion and Code of Conduct Certificate, or

(b) fixes or adjusts the amount of their Tender by or in accordance with any agreement or arrangements with any other person; or

(c) communicates to any person other than OCHL the amount or approximate amount of their proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the ender for insurance or contract guarantee bond); or

(d) enters into any agreement or arrangement with any other person such other person shall refrain from tendering or as to the amount of any tender to be submitted; or

(e) 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 other tender or proposed tender for the Contract any act or omission; shall (without prejudice to any other civil remedies available to OCHL) be disqualified.

## 14. **Tender warranties**

14.1 In submitting a Tender the Tenderer warrants and represents that:

(a) it has complied in all respects with the Invitation to Tender;

(b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to OCHL by the Tenderer or its employees in connection with, or arising out of the Tender are true, complete and accurate in all respects;

(c) it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Invitation to Tender and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the OCHL;

(d) it has full power and authority to enter into the Contract and will if requested produce evidence of such to OCHL;

(e) it is of sound financial standing and the Tenderer and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer which may adversely affect such financial standing in the future;

## 15. **Ordering**

15.1 The Successful Tenderer must be able to receive orders by electronic means (South East Business Portal or email) at the start of the Contract.

## 16. **Payment**

16.1 Payment shall be made by OCHL to the Successful Tenderer in accordance with the Specification and the Contract Terms and Conditions.

16.2 The OCHL’s Constitution does not permit payments being made in advance.

## 17. **Tender evaluation**

17.1 In evaluating the Tenders OCHL shall be seeking to ensure that it secures the most economically advantageous means of the supply and procurement, that is to say, an appropriate level of quality of service delivery and financial performance from the Successful Tenderer as well as including continuous improvement.

17.2 OCHL has determined the applicable financial and technical Contract evaluation criteria. In essence, Tenderers must demonstrate that they are technically and operationally competent and able to meet the Specification, as a minimum requirement, as well as offering a financially attractive package for OCHL.

17.3 OCHL’s considerations will include the merits and capacity of the Tenderer’s services offered, to include the ability to fulfil the Contract Terms and Conditions and Specification requirements.

17.4 Tenderers should note that regardless of a Tenders overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness which is likely to impact adversely upon the supply of the goods and/or services, then grounds will exist to exclude the Tender from further consideration.

17.5 Throughout the evaluation process, OCHL reserves the right to seek clarifications from Tenderers, where this is considered necessary to achieve a complete understanding of the Tender received.

17.6 An initial examination of the Tender will be made to establish the completeness of the submitted Tender.

17.7 Tenderers may be asked to attend a clarification interview/presentation with OCHL’s evaluation panel. Where required, the purpose of the clarification interview/presentation will be to help clarify any points arising from the written Tenders and scores may be adjusted as a result of the clarification interview/presentation. OCHL reserves the right not to invite any Tenderer to clarification interview/presentation whose overall score is significantly lower than highest scoring Tenderers.

17.8 Where information or documentation to be submitted by Tenderers is or appears to be incomplete or erroneous, or where specific documents are missing, OCHL may request the Tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency.

17.9 The evaluation process will consist of Tenderers being assessed against the selection criteria and grounds for exclusion, and award criteria. Tenders that meet the selection and grounds for exclusion criteria will be evaluated against the award criteria. OCHL reserves the right to examine Tenders before completing the selection and grounds for exclusion assessment.

17.10 Tenderers will be evaluated using the selection and grounds for exclusion criteria listed below. Any Tenderer failing any section will not have their tender evaluated.

|  |  |
| --- | --- |
| **Section** | **Assessment** |
| Section 1: Tenderer information | Not scored, for information only\* |
| Section 2: Grounds for Mandatory Exclusion | Pass / Fail |
| Section 3: Grounds for Discretionary Exclusion | Pass / Fail |
| Section 4: Economic and financial standing |  Pass / Fail\*\* |
| Section 5: Parent Guarantee | Not scored, for information only\* |
| Section 6: Technical and Professional Ability(relevant experience and Contract examples) | Pass / Fail |
| Section 7: Modern Slavery Act 2015 | Not scored, for information only\* |
| Section 8.1: Insurance | Pass / Fail |
| Section 8.2: Skills and Apprentices | Not scored, for information only\* |

*\* Tenderer may be excluded on the grounds of providing insufficient or false information.*

*\*\* Financial standing takes into consideration a Tenderers credit score, the estimated value of the Contract, and the Tenderers turnover. Any Tenderer who does not achieve a credit score of at least 81 and/or or whose minimum yearly turnover is not at least twice the estimated value of the Contract may be subjected to a more detailed assessment as to their financial standing. Any Tenderer who provides less than satisfactory accounts/figures or documentation which therefore give rise to concerns that cannot be satisfied regarding their financial standing, will fail. Credit scores are obtained via Experian.*

*^ Where the examples given are not relevant to the Contract (scope and Contract value), or where insufficient information is given, the Tenderer may be excluded.*

17.11 OCHL reserves the right to request a site visit to an existing customer of the Tenderer as part of the qualitative evaluation process. Where requested the site visit will be conducted after any clarification/presentation interview and will be attended by members of the evaluation panel and key business users. The OCHL anticipates that such site visits or references will only be conducted with/requested from the highest ranking Tenderers, and will be used only to clarify and verify their submissions.

17.12 The Award Criteria will be scored out of 100%, with Tenders evaluated on the following basis of the award sub-criteria and their weighting for the quality aspect of the tender.

|  |  |  |
| --- | --- | --- |
| **Ref:** | **Award criteria** | **Weighting** |
| 1. | Case Study: Please provide two relevant case studies (no more than 4 A4 pages each) that illustrate how you approached and delivered similar schemes on time and to budget including high value private market dwellings. Including full development costs per meter2 | 20% (10% per case study) |
| 2. | Team Structure/ Expertise: In no more than 4 A4 pages or 1000 words please set out diagrammatically how your team will be structured (covering all service areas covered) indicating roles and identifying a strategic lead and day to day contact.   | 10% |
| 3. | Delivery Methodology: In no more than 2,000 words please set out your methodology for delivering the services and outputs required of this brief. This should be clearly structured, and set out accordingly | 25% |
| 4. | Social Value: please indicate what, if anything, is included in your offer to enable OCHL to deliver in terms of its obligations under the Social Value Act (examples might include placements and apprenticeships, charity donations, volunteering for community work, contribution to Oxford’s zero emission zone, supporting the Oxford Living wage, reduction of noise, air and chemical pollution this is not an exhaustive list and there are many more ways to demonstrate social value). | 5% |
|  | **Qualitative Total** | **60%** |
|  | **Price** | **40%** |
|  | **Overall Total** | **100%** |

17.13 The scoring framework shown below will be used to evaluate Tenders. The Tenderers response to each question will be scored and the total pro-rated to give a percentage score out of the maximum percentage for that section

|  |  |
| --- | --- |
| **0** Unacceptable | Nil response, or Proposal is so incomplete or irrelevant that it is not possible to form a judgement  |
| **2** Poor | Almost unacceptable, response is limited or proposal is inadequate or substantially irrelevant. |
| **4** Unsatisfactory | Below expectation, proposal does not fully address the requirement and gives rise to a number of concerns about its potential reliability. |
| **6** Satisfactory | Satisfactory, proposal generally meets requirements, gives minor reservations about meeting some of the requirements. |
| **8**Good | Good, meets expectations, proposal provides detail that is directly relevant, gives confidence as to reliability to meeting all key aspects of the requirements. |
| **10** Excellent | Comprehensive, proposal exceeds expectations, gives high confidence that all key aspects of the proposal may be relied upon without reservation, offers added value and innovation that is relevant to requirement. |

17.14 The final scores for the qualitative and price elements of the tender will be combined to give an overall final score for the submission.

17.15 With respect to financial criterion scoring each submission will be awarded a weighting based on its relationship with the lowest priced quotation on the basis of the submitted lump sum fee. The Tender with the lowest lump sum fee will be awarded the full weighting available. Each of the remaining Tenders will be awarded a weighting on a pro-rata basis according to the following calculation:

Lowest quotation price

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x 40 % of weighting to be allocated

Tenderer price

Worked example:

|  |  |  |
| --- | --- | --- |
| Tenderer | Lump sum price (£) | Pro rata weighting (based on 40% being allocated to the price criteria) |
| A | £1,000,000 | 40% |
| B | £1,250,000 | 32% |
| C | £1,500,000 | 27% |

## 18. **Definitions**

18.1 Words defined in this document shall have the same meaning throughout the Invitiation to Tender:

1. “Contract” means the Articles of Agreement, the Terms and Conditions, the Specification together with any relevant plans, drawings and any other documents referred to in the Contract schedules, as well as the Successful Tenderers Tender.

 “Client” means Oxford City Housing Limited and its subsidiaries

“Invitation to Tender” means the documents that comprise the overall information pack sent to Tenderers for the purposes of submitting a Tender. The Invitation to Tender typically comprises the following documents:

Instructions and important information

Contract Terms and Conditions

Specification

Tenderers response to the Specification

Pricing Schedule

Form of Tender

Confidential Information Statement

Anti-collusion and Competition Code Certificate

Anti-canvassing Certificate

Freedom of Information Disclosure Statement

 “Specification” means the document which sets out the OCHL’s requirement in relation to the supplies/services/works and deliverables required

“Successful Tenderer” means the Tenderer who achieves the greatest score following the evaluation process

“Tender” means the Tenderers written proposal or bid for the proposed Contract

“Tenderer” means the organisation submitting a Tender

**part B – Specification**

**Introduction and Context**

Oxford City Housing (Development) Limited (OCHL) have acquired a development site which benefits from an allocation within the recently adopted Oxford City Local Plan. OCHL have undertaken preliminary investigation to begin to identify constraints and opportunities for the site, which are shared as part of the supporting documents.

This is a significant opportunity for OCHL one which is seen as a flagship development for the company within a high value and prominent location and it is expected that the design and end product is to meet these expectations as well as maximising return.

The site is Greenfield in nature and has been used historically for equestrian and grazing uses. The site will be cleared initially by OCHL

Portion of the site falls within the flood zone.

The site can be accessed from either Meadow Lane or Church Way although it is proposed the principle access for the development will be achieved off Meadow Lane.

It is intended at this stage that only the allocated northern portion of the site is to come forward for residential development and that the southern parcel is to be considered on its merits following further advice from the contractor or agents.

The site is located within the Iffley Conservation Area and design will have to take this into account.

**If bidders wish to visit the site before submitting their tender please contact Will Mckay (****wmckay@oxford.gov.uk****) to see if an appointment can be arranged to visit the site safely. The site can be viewed from the roadside but please do not enter or visit the site without making an appointment.**

**Statement of requirement**

OCHL seeks to procure a party, contractor or developer on a design and build basis with OCHL as the client. It is expected that the supplier will be able to provide a full design and build solution for OCHL: from initial feasibility, through design and planning phases and into delivery and completion of the units for which OCHL will sell onto the open market and to a registered provider.

It is intended that the successful party will work in partnership with OCHL and their agents and representatives, and work to OCHL’s objectives and development specification whilst also providing advice and expertise on how to optimise the development for both cost, value and time.

OCHL will require the tenderer to have demonstrable experience in delivering residential developments to suit the proposed market and to deliver a product that will be market facing in a high value area. OCHL will seek to utilise the parties experience and knowledge to maximise revenue and value engineering the development to be as successful as possible.

Bidders should be aware OCHL has declared a climate emergency and is the first UK Local Authority to establish a Citizens Assembly to help address the issue of climate change to consider the measures that should be taken in Oxford and set new carbon targets and additional measures to reduce emissions.

OCHL has ambitions to become an exemplar developer within the region and to proactively advance the delivery of truly sustainable homes. We wish to explore as an objective for the development to deliver significant carbon reduction and work towards a net zero carbon.

OCHL has proposed a commitment of a 70% carbon reduction from 2013 Building Regulations using the SAP modelling tool. OCHL would be happy to incorporate Passiv Haus principles and/or Zero Carbon (regulated & unregulated energy) options where these are affordable and appropriate, and would need guidance and support to assess this. It is sought that the party will have expertise and knowledge of applying carbon reduction methods and techniques.

It is intended that OCHL will enter in a PCSA agreement with the successful party to undertake all works through to obtaining a planning permission and detailed design at which point the parties will enter into a JCT build agreement once a formal contract price is agreed based on the PCSA works and detailed design or similar for the delivery and handover of completed units.

Please note that OCHL have the full intention to enter into the build contract with the successful party upon completion of phase 1, should it be established that it becomes unviable or commercial irresponsible to do so OCHL will not be obliged to progress into a build contract.

As such the specification can be split into two phases; PCSA and Build.

The following is a list of many of the tasks/work areas required, but should not be seen as fully comprehensive. The tenderer should in their response detail their bespoke approach to the project, reflecting an understanding of the opportunities and constraints in this Brief. The supplier will be responsible for all services and cost to deliver the project to the end of each phase.

**Phase 1 – PCSA**

1. Undertake a comprehensive feasibility study of the site to produce the following outputs:
2. A comprehensive analysis of potential constraints to development including (but not limited to) ground conditions, access, flood risk, services availability, topography, ecology and trees, potential overlooking/separation
3. An assessment of the residential development potential of the site that is believed to have a reasonable prospect of success in the Planning system. This may include capacity drawings, transport assessment, indicative costs along with a comprehensive risk assessment of the preferred approaches
4. Produce an outline strategy and methodology, tied into a project programme outlining the chronology of work to be undertaken to deliver the project.
5. Advise and work in partnership with OCHL to develop the project ensuring good design principles are established to become an exemplar development and meet market expectations whilst maintaining deliverability so that it maximises value/revenue and is efficient and cost effective.
6. Set up and agree project management approach, project protocols, directory, team structure, reporting, meetings etc.
7. Strategy to include a dedicated communications/ stakeholder engagement strategy and implement
8. Provide costing advice as required throughout project.
9. Provide specialised guidance and costings to ensure energy strategy is able to met at a high carbon reduction standard at an affordable cost - either 70% carbon reduction from 2013 Building Regulations or Passiv haus or similar as required.
10. Best practice needs to be achieved to conserve and promote biodiversity and wildlife on all sites. In order to achieve this, implementation of actions and approach in the [Planning Biodiversity Technical Advice Note](https://www.oxford.gov.uk/downloads/file/6219/technical_advice_note_8_-_biodiversity) will be required which goes beyond the ‘basics’.
11. Provide pro-active pre-planning advice. Including providing all necessary specialist expertise as required to support this process.
12. Work with OCHL to prepare and finalise the Employer’s Requirements/Specification for the dwellings and development.
13. Take on role of ‘Principal Designer’ (CDM). Ensure all H&S/ CDM appointments/roles are put in place, compliance and advise OCHL (as client) as necessary.
14. Production of a Risk Register, and pro-active management of mitigation measures.
15. Provide input to OCC committee/ city exec board reports as required.
16. Work with legal team as needed to manage any issues arising.
17. Carry out all necessary community engagement activities with the community, interested parties, stakeholders and elected Members.
18. To prepare, submit and secure a satisfactory planning consent.
19. Undertake post consent works to enable delivery of the development. This will likely include, but not limited to, all technical design, discharging pre-start conditions and pre-development works as necessary.
20. To negotiate and agree a fixed price build contract with OCHL for the complete delivery and construction of the development in line with OCHL requirements in a timely and efficient manner to good practice standards in line with the specification and requirements developed in Phase 1.

**Phase 2 – Delivery**

1. Undertake all works as necessary for the delivery of all development works including infrastructure, highways and utilities to enable the handover of dwellings to OCHL for sale into the private market and to the registered provider.
2. Co-ordinate with OCHL on the phasing and delivery of units.
3. Co-ordinate and monitor the provision of handover documentation as required by OCHL including (but not limited to) all bonds, warranties, building insurance documentation, certificates of compliance with agreed standards, handover inspections, handover packs, defect inspections and Notice of Making Good Defects.

**Subcontracting**

It is expected that the supplier will directly appoint and manage any other providers of services required to deliver this project. All necessary collateral warranties, third party rights, copyright etc must be secured as part of these arrangements.

The supplier must have the necessary project management expertise, and designate a ‘Project Manager’ to pro-actively lead, manage and co-ordinate all work streams both in house with the supplier, and sub-contractors.

The copyright of any drawings, surveys or material produced as part of this commission must be held by Oxford City Housing Limited for use as it sees fit.

It is possible that the responsibility for this work could transfer to OCC. As such, the successful supplier could be novated to OCC to complete the project. It is assumed that, by bidding, suppliers are indicating their agreement to this possibility.

**Submission Requirements – your response must include the following:**

1. Case Study: Please provide two relevant case studies (no more than 3 A4 pages each) that illustrate how you approached and delivered similar schemes on time and to budget with particular emphasis on how you:

* Successfully approached/managed similar projects
* Delivered successful community/stakeholder engagement
* Achieved best value and project savings, delivering the scheme to budget and on time
* Deployed innovation in processes or schemes

2. Team Structure/ Expertise: In no more than 4 A4 pages please set out diagrammatically how your team will be structured (covering all service areas covered) indicating roles and identifying a strategic lead and day to day contact.

3. Delivery Methodology: In no more than 2,000 words please set out your methodology for delivering the services and outputs required of this brief. This should be clearly structured, and set out according to each RIBA Stage or defined milestones as appropriate.

This should focus on how you will address this specific Brief, with a particular emphasis on how you will deliver savings and optimise value, and how the whole team will deliver a value-for-money solution as well as approach to technical requirements of delivery and meeting carbon reduction requirements.

Please also include an outline delivery programme.

Please identify envisaged key risks, and mitigation measures

Where applicable, for services provided outside your company please describe their suitability/ track record for this particular project.

**Quality Guarantee**

Please note the following will form part of the Contract:

# Schedule of Processing,Personal Data and Data Subjects

1. The Supplier shall comply with any further written instructions with respect to processing by the OCHL

2. Any such further instructions shall be incorporated into this Schedule.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Subject matter of theprocessing | Provision of development and construction services for the residential development at Meadow Lane and Church Way, Iffley |
| Duration of theprocessing | Full term of service/contract |
| Nature and purposes ofthe processing | There is the potential for names, addresses and contact details relating to private/public clients to be given to the supplier in order to enable them to carry out their duties under this contract. |
| Type of Personal Data | Name, address, telephone number, email address |
| Categories of DataSubject | Customers/clients, members of the public, suppliers |
| Plan for return anddestruction of the dataonce the processing iscomplete UNLESSrequirement under unionor member state law topreserve that type ofdata | No personal data is to be retained by the consultant for any longer than is required to complete the specific job or to comply with legal and regulatory requirements. Please refer to clauses 9 and 11 of the Terms and Conditions.No personal data is to be shared with any other party unless approval is granted by Oxford City Council or OCHL. |