Part 1 - Commission Requirements

# Background / Context

Chelmsford is a city in the East of England and the principal employment centre for Essex, it is one of the largest and most affluent retail centres in Essex, with a thriving economy, over 11,000 businesses and 50,000 jobs.

The City Council owns land at Chelmer Waterside and are progressing the site for development as a new residential neighbourhood within the urban area of Chelmsford. The area is allocated for development in the Local Plan and offers scope for the delivery of in the region of 1,000 new homes in a riverside setting.

Chelmer Waterside will be a high-quality residential-led neighbourhood with a minimum of 35% affordable housing, integrated local scale, community and water-related uses. The area will provide high-quality new homes in a sustainable city centre context, promoting walking/cycling and ease of access to local facilities.

The development will provide new infrastructure to enhance connections with the wider highway, and cycling networks, and an emphasis on enhancing water navigation.

To select a partner for this development the Council plan to undertake a full procurement in accordance with the Public Contract Regulations 2015. The Council requires the procurement process to commence before the new procurement regulations come into effect on 28th October 2024.

# Aims

The aim of this Commission is to appoint an Agent to provide marketing advice on the Chelmer Waterside development site and to facilitate and advise on the procurement process whilst working alongside the Council’s own procurement team who will lead the procurement process.

Key considerations for the Council in choosing an adviser will focus on experience and outcomes for similar sites.

# Expected Outcome

This appointment is for a consultant to guide the Council through the process of selecting a Development Partner and to undertake and advise on the marketing/procurement process for the selection of a developer.

The Council’s own procurement team will be publishing the requirement on their own procurement portal (Delta eSourcing). The Consultant will be required to help develop the tender documentation and provide advice throughout the process.

The Consultant will provide advice on the suitability of bids submitted and how a Development Agreement may be structured to ensure that the Council’s aspirations are considered and delivered through this process.

Meetings will be required through the key stages of this process, from inspection, agreeing marketing information, assessment of submissions and to interview preferred bidders it is therefore suggested that a minimum of six meetings are allowed for when bidding for this appointment.

# Advice Sought

The Council wish to appoint an advisor to guide in this process giving advice on suitable partnership structures and on how to maximise the points listed below. All points remain equally important to the Council and this needs to be clear in the marking process.

* Iconic development
* High quality Public Realm
* Affordable housing delivery / Homes England funding
* Energy efficiency / net carbon zero
* Enhanced waterways
* Reducing risk during development by undertaking a financial due diligence of the shortlisted bidders
* Capital Return
* Opportunities for revenue generation

The chosen consultant will need to be able to demonstrate their experience with the Public Contract Regulations 2015 with experience in selecting a development partner under regulations. The consultant will be required to advise on the best route to market in liaison with the Council’s procurement team.

The Consultant will be required to provide advice on the tender process and any required tender documents to undertake a compliant process. The Council will use its own set of standard template tender documents (e.g. Invitation to tender document) but will require advice and amendments based on their suitability for this process..

The Consultant will not be required to publish this requirement on the find-a-tender system. This will be undertaken by the Councils own procurement team.

The Council’s view is that they wish to retain an interest in this development, how this will be achieved has yet to be determined but we expect by a form of development agreement. Decisions around how this will be structured will be required.

The Council wishes to also consider alternative proposals for direct sale of the site alongside the option of a development agreement

# Indicative Programme

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

# Site Information

The Council has adopted a Development Framework for the Chelmer Waterside site which can be viewed here:

<https://www.chelmsford.gov.uk/media/rj5nqhgv/chelmer-waterside-approved-framework.pdf>

Planning permission has been granted for the new bridge and access road together with the relocation of the Gas Infrastructure, both projects are currently being progressed to implementation.

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| Key Delivery Milestones | Anticipated Date |
| Commencement Date | June 2024 |
| Procurement Commencement | June 2024 or earlier. |
| Completion Date | November 2024 |

# Management

The Supplier will be required to work with the Council’s property and procurement team to progress both the marketing and procurement process.

**Meeting Requirements:**

**Meetings**

* + **Project Meetings**

A minimum of six meetings should be allowed for when bidding for this appointment.

# 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 The Council may call for a Poor Performance Meeting. Beforehand, The Council will present areas of concern so that the Supplier and The Council 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.

# Termination

Should performance during the period of this appointment prove unsatisfactory following the Poor Performance meeting provisions set out in the Management section above, The Council 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 The Council reserves the right to terminate the appointment and pay for services completed at that point

# Conflict of Interest

The Council 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 The Council detailing the conflict in a separate Appendix.

# Confidentiality

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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 The Council.