**Development monitoring and management services framework**

**Procurement & Appointment of a Compliance & Monitoring Inspector**

**Windmill View, Upper Lighthorne Phase HE1**

**Issue Date: 11/09/2023**

**ProContract Identification Number: DN689025**

**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](#_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 compiling 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**

Windmill View, Upper Lighthorne is a 49ha site (121 acres) area adjacent to the B4100 Banbury Road in Warwickshire, and forms part of a wider key strategic housing and commercial allocation of 290 ha (717 acres) in the Stratford-on-Avon Local Plan, known as Gaydon/Lighthorne Heath. The site was acquired in March 2020 with the benefit of an outline planning consent (ref 15/04200/OUT) for up to 1,000 dwellings, 1,000sqm of Assembly and Leisure, 245sqm of retail, open space and associated infrastructure (roads, drainage).

Homes England exchanged contracts with Vistry Partnerships Ltd (Vistry) on an agreement for lease and building lease with regards to the delivery of the first phase in March 2022 (Phase HE1), this is the first parcel will deliver 259 homes, spine road, strategic foul drainage and public open space. Vistry drew down the building lease following successfully gaining reserved matters planning consent (ref 22/02108/REM) for Phase 1 in August 2023.

As per conditions of the lease Homes England are looking to appoint a consultant to carry out the compliance inspector role as detailed in the attached document ‘compliance inspector scope of services’.

As well as needing to monitor Building for a Healthy Life, the successful consultant will also need to ensure that Vistry is complying with its duties under the outline S106 Agreement, reserved matters planning consent, s38, s104 and the building Lease.

Suppliers should note that Phase HE2 has also been contracted to Vistry for 289 homes, secondary loop road and public open space. HE are seeking an equivalent scope for the monitoring of this phase which may be exercised in future.

**A strict requirement of this tender is to submit prices for both HE1 and HE2 but note that HE2 may not be appointed.**

1. **Objectives**

The compliance inspector will be a key appointment in that they will enable Vistry to demonstrate that they are delivering as per the terms of the leases with regards to pace, Modern Methods of Construction and construction process.

The compliance inspector will report at key stages of the build process and provide the formal sign-off required by both Homes England and Vistry.

1. **The Services**

The required services of the successful compliance inspector are all detailed in the attached document ‘Compliance Inspector Scope of Services’.

However, in summary the appointed compliance inspector will be required to:

* Produce an initial report detailing the proposed arrangements to meet this commission and the start on site monitoring report
* Produce ongoing monthly progress reports and issue compliance certificates
* Produce a final completion report to include the final completion certificate

1. **Key Deliverables**

The following are the key deliverables expected of the compliance inspector:

1. Pre-Start on Site Meeting

Homes England, the Developer and the Compliance Inspector will meet (pre-start on site) to agree:

* The scope of information that the Developer/ Homes England must provide to the Compliance Inspector to support the performing of their duties
* The timing and frequency as to when this information will be provided
* Arrangements for the Compliance Inspector accessing the site for monitoring/ inspection purposes
* The timings for when the Compliance Inspector will circulate their Monthly Monitoring reports

2. Start on Site Monitoring Report

The Compliance Inspector will prepare and circulate a ‘Start on Site Monitoring Report’, that will confirm:

* All pre-start planning conditions have been discharged (or an application for discharge has been made)
* The date on which Start on Site was achieved (and from which the Construction Related Deadlines will be measured)
* That the Developer has satisfied all conditions (imposed on them under the Agreement for Lease and Building Leases) necessary to permit start on site

3. Monthly Monitoring Reports

The Compliance Inspector will prepare and circulate ‘Monthly Monitoring Reports’ throughout the full duration of the project. The report will cover the following themes:

* Confirm and record achievement of the various Construction Related Deadlines as they occur, and monitor the Developer’s performance against these deadlines and confirm that they are within the contractual tolerances
* The Developer’s performance in adhering to the contracted ‘Approved Plans’
* The Developer’s compliance with s38 and s104 approvals.
* The Developer’s performance in adhering to the contracted MMC build specification
* The Developer’s build out and sales performance – specifically recording the number of:
  + Plots under construction at that point
  + Plots actively being marketed at that point
  + Plots completed (having secured CML and NHBC (or similar) sign off) and sold at that point
  + Plots completed (having secured CML and NHBC (or similar) sign off) and remaining un sold at that point
  + Plots which fit the Building Lease definition of ‘standing stock’
* These figures are to be expressed both as ‘in month’ figures and cumulative figures over the whole of the project.
* Confirmation of the number of plots that have been physically occupied prior to their freehold transfer by Homes England (i.e. verifying the residents have not been given unauthorised access via lease/ license etc.)
* Confirmation that all completed plots are accessible and are fully serviced with utilities
* Current status of any potential overage payment
* The Developer’s general adherence to their covenants under the Building Leases.

4. Final Completion Certificate

Developer restrictions with respect of plot sales is as per the lease.

In the lead up to the completion of the final two properties, Homes England will prepare a red line boundary plan of the land that is to be the subject of the transfer – with the Developer and Homes England preparing the transfer documents in anticipation of completing the transfer.

The House Build Completion Date will be determined from the date on which the Developer issues to the Compliance Inspector and Homes England the NHBC Certificates (or similar) for the final two dwellings in the scheme.

Upon receipt of these documents (NHBC Certificates or similar), the Compliance Inspector will have three working days to:

1. Issue details to Homes England/ the Developer of the level of overage (if any) that is payable to Homes England.

This will involve the Compliance Inspector:

* Determining the sum of money that is subject to overage sharing
* Identifying the share of overage that is due to each party according to the Actual House Build Construction period versus the Target House Build Construction period
* Accounting for any ‘deductions’ that should be netted from the Developer’s share of overage – which have arisen from breaches committed by the Developer that could not be remedied.

1. Review and confirm the accuracy of the red line transfer plan

This will involve the Compliance Inspector reviewing the overall site boundary against the parcels of land in the development already sold – and determining if the residual land left over corresponds to the transfer plan produced by Homes England.

1. The Final Completion Certificate will be issued by the Compliance Inspector once they are satisfied with the following:

* The NHBC Certificates (or similar) have been issued for every dwelling across the scheme
* That the scheme has been delivered in accordance with the Approved Plans
* That the scheme has been delivered in accordance with the agreed MMC specification
* That the Developer has generally complied with their obligations under the Building Leases

On receipt of this information, Homes England/ the Developer will have a defined period of time to either accept or else challenge the conclusions of the Compliance Inspector regarding these points.

A copy of the Compliance Inspector – Scope of Services can be found attached in ProContract.

Industry Standards

It is a mandatory requirement of the commission that reporting services are provided in compliance with the Royal Institution of Chartered Surveyors (RICS) professionCal guidance note, ‘UK – Lender’s independent monitoring surveyors, 1st Edition’.

Terms of Appointment

A Deed of Appointment will be provided to the successful tenderer for this commission. The appointment will be made between the Developer and Compliance Inspector.

1. **Site Information**

Upper Lighthorne is a 49ha site (121 acres) area adjacent to the B4100 Banbury Road in Warwickshire, and forms part of a wider key strategic housing and commercial allocation of 290 ha (717 acres) in the Stratford-on-Avon Local Plan, known as Gaydon/Lighthorne Heath.

The site was acquired in March 2020 with the benefit of an outline planning consent (ref 15/04200/OUT) for up to 1,000 dwellings, 1,000sqm of Assembly and Leisure, 245sqm of retail, open space and associated infrastructure (roads, drainage).

An aerial view of a land

Description automatically generated

**Phase HE1 is under conditional contract with Vistry for up to 259 homes, delivery of spine road, public open space and foul drainage connection.**

**Full details can be viewed on Stratford’s Public Access system using planning reference 22/02108/REM.**

Annexures;

* HE1-A – HE1 Overview Drawings
* HE1-B – s38 Spine Road Drawings
* HE1-C – POS Drawings
* HE1-D – Additional Foul Drainage Drawings
* HE1-E – Red Line Boundaries

**Phase HE2 is under conditional contract with Vistry for up to 289 homes, delivery of secondary loop road and public open space.**

Annexures;

* HE2-A – HE2 Overview Drawings
* HE2-B – Loop Road Drawings
* HE2-C – POS Drawings

1. **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 | 01/10/2023 |
| Initial report  Progress reports  Final report | 01/12/2023  Monthly following the initial report  01/04/2025 taking into account a 42 month build period |
| Completion Date | 01/04/2026 |

1. **Management**

The commission will be managed on a day to day basis by the Fairham Development Manager at Homes England and a representative from Vistry.

**Meeting Requirements:**

* **Start-up meeting**

The start up meeting will be attended by representative from

* Vistry
* Homes England
* Successful consultant

At the start up meeting will cover the items listed under the Pre-Start on Site Meeting within section 4

* **Review meetings**

Monthly review meetings will need to be undertaken to enure that the compliance inspector can fulfil their duties as per the Monthly Monitoring Reports within section 4.

* **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.

1. **Key staff (optional)**

Bidders are asked to provide a short summary of their experience of carrying out similar commissions citing specific examples which include details of the type of work carried out, details of the value of the commission and the client.

Homes England would also like to understand what lessons you might have learned from these past commissions which might add value to this commission.

Bidders are also asked to provide CVs (not included in word limit) for the personnel in your organisation who will work on this commission, details of how the commission will be managed and details of the lead contact in your organisation that Homes England and the Developer will liaise with (including contact details).

1. **Risks**

There are no project risks over and above standard planning/contract negotiations between Homes England and Vistry that you need to be made aware of.

1. **Payment**

Payment will be made by Homes England or Vistry.

**Other Requirements**

1. **Collateral Warranty (if appropriate)**

**Whilst Homes England will procure the Compliance Inspector from the Development monitoring and management services framework, the Developer will make the formal appointment directly.** Although payments/ costs of the Compliance Inspector will be met by the Developer, the appointed Compliance Inspector will owe a duty of care to both Homes England and the Developer – with warranties for their services made in favour of both parties

1. **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.

1. **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.

1. **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.

1. **Health and Safety (if applicable)**

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 **12:00** on **09/10/23** 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](mailto:ProContractSuppliers@proactis.com).

* 1. 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.
  2. **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.**
  3. 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.
  4. 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.
  5. 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.
  6. 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.
  7. Tender responses must be written in English.
  8. 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.
  9. Homes England reserves the right to cancel this Further Competition process at any time.

# Quality

* 1. A Response Form template has been provided in Part 2 to respond to the Quality questions detailed in Section 20 (Evaluation Criteria). The Response Form must be **completed and returned** as part of the tender response.
  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).

# Pricing

* 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.
  2. The pricing approach for this Further Competition is: lump sum fixed fee
  3. 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.
  4. 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.
  5. Suppliers must provide a HE2 price noting that Homes England may exercise this option during the appointment.

1. **Evaluation**
   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 20 (Evaluation Criteria) below and the scoring approach is detailed in Section 25 (Worked Example). Scores will be rounded to two decimal places.
   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.
   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
2. **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 (Phase HE1)
* Completed Resource and Pricing Schedule (Phase HE2)
* Supporting CV’s for staff proposed to undertake this commission (no more than 2 pages each)

# 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 | **Technical Merit of Proposal**  **PAGE LIMIT:**Maximum2A4 pages, 11-point Corbel font | Statement outlining method and approach explaining how the commission will be undertaken  Schedule of services to be delivered  Information on other Supplier input that may be required  Identification of other information that may be required  Where relevant identification of areas of innovation  Where appropriate identify the potential impact of external influences and stakeholders  Areas where value engineering could be considered to achieve best value.  Other commentary on the brief  Supported by relevant examples, where applicable, demonstrating how they are relevant to the approach proposed | 15% |
| 2 | **Staff and other Resources**  **PAGE LIMIT:**Maximum1A4 pages, 11-point Corbel font plus resourcing information plus CVs | Who will undertake the commission and why have they been chosen?  Identify key members of staff and allocation to the required services  How much time will they devote to it?  Supported by resourcing information provided in Resource and Pricing Schedule  Supported by CVs for key members of staff | 5% |
| 3 | **Management and Communication**  **PAGE LIMIT:**Maximum *2* A4 pages, 11-point Corbel font | How will the commission be managed?  Who will be responsible for reporting to the Client?  Who will manage the team?  Where subcontracting arrangements are in place, who will manage the contract?  Who will attend site visits / client meetings?  Communication strategy  Supported by relevant examples, where applicable, demonstrating how they are relevant to the approach proposed | 5% |
| 4 | **Programme**  **PAGE LIMIT:**Maximum 1A4 pages, 11-point Corbel font | When will the commission be complete?  When will key milestones be complete?  What is the programme for the required services?  Are any programme dates we have given achievable?  Identify risks which may affect the programme or costs, what impact they may have, and any mitigation. | 5% |

|  |  |  |
| --- | --- | --- |
| Price will account for 30% 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% |

1. **Worked Example**

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Bidder | Question | Score out of 5 | Weighting | Weighting Multiplier | Weighted Score | Total Weighted Score |
| Supplier A | 1 | 3 | 15% | 3 | 9 | 19 |
| 2 | 4 | 5% | 1 | 5 |
| 3 | 3 | 5% | 1 | 3 |
| 4 | 2 | 5% | 1 | 2 |
| Supplier B | 1 | 5 | 15% | 3 | 15 | 26 |
| 2 | 4 | 5% | 1 | 4 |
| 3 | 4 | 5% | 1 | 4 |
| 4 | 3 | 5% | 1 | 3 |
| Supplier C | 1 | 2 | 15% | 3 | 6 | n/a (fail)\* |
| 2 | 1 | 5% | 1 | n/a |
| 3 | 2 | 5% | 1 | 2 |
| 4 | 2 | 5% | 1 | 2 |

\* 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 | 19 | 70 | 89 | 1 |
| Supplier B | 26 | 35 | 61 | 2 |
| Supplier C | n/a | n/a | n/a | n/a |

# Part 3

# 3.1 RESPONSE FORM

|  |  |
| --- | --- |
| **Framework:** | **Development monitoring and management services framework** |
| **Project Title:** | **Phase HE1 - Upper Lighthorne, Warwickshire** |
| **ProContract Identification Number:** | DN689025 |
| **Supplier:** | [insert] |
| **Date:** | [insert] |

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.

# 3.2 QUALITY

1. Technical Merit of Proposal

2. Staff and Other Resources

3. Management and Communication

4. Programme

# 3.3 RESOURCE AND PRICING SCHEDULE

Excel spreadsheet to be embedded by Supplier in response

enquiries@homesengland.gov.uk

0300 1234 500

gov.uk/homes-england