



## **INVITATION TO TENDER**

# **Local Housing Need Assessment**

**Closing Date for Tenders:**

**17:00 hours Thursday 15 November 2018**

**Tender submission reference: FoD00202P**

**<https://in-tendhost.co.uk/gosharedservices>**

**Commencement Date: 16 January 2019**

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The enclosed Invitation to Tender consists of the following documents.

### Glossary of key terms

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#### Part B - Authorities Requirements:

- Selection Questionnaire criteria Section 4
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- Statement of Requirement/Specification Section 6

#### Part C – Tenderer's Submission Document (To be completed and returned by the Tenderer)

- Selection Questionnaire and Annex C definitions Section 7
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#### Part D - Contract Documents

- Draft Contract Section 14
- Parent Company Guarantee (where applicable) Section 15

**To facilitate ease of completion by Tenderers, this document is issued as an editable word document.** No changes shall be made to the format / wording issued by The Council. For the avoidance of doubt if the Tenderer does make any alterations to this document, these changes shall be deemed to not be legally binding.

## GLOSSARY OF KEY TERMS

A detailed description of the requirement, together with formal definitions of the most important terms and phrases, are given in the rest of the document and in The Council appendices. For tenderers' convenience however, the following key terms, which are used throughout this document, are defined as follows:

<b>The Council / Contracting Authority / Lead Authority</b>	means Forest of Dean District Council, Council Offices, High Street, Coleford, Gloucestershire GL16 8HG on behalf of participating partners
<b>Local authorities / districts</b>	means the seven local authorities in Gloucestershire – Cheltenham Borough Council, Cotswold District Council, Forest of Dean District Council, Gloucester City Council, Gloucestershire County Council, Stroud District Council, Tewkesbury Borough Council (the Partnership)
<b>Invitation to Tender / ITT</b>	means this document, inviting Tenderers to submit a Tender for Local Housing Need Assessment
<b>Supplier / Consultant / Contractor</b>	means the Supplier / Consultant / Contractor that may be appointed by the Council as a result of this tender exercise
<b>Services</b>	means the requirements of the Council (as appropriate) for the Services from time to time as detailed in Part B Section 6 of this document - Statement of Requirement / Consultant Brief
<b>Tender</b>	means the Tender submitted by the Supplier / Consultant to the Council for consideration..
<b>Tenderer</b>	means an organisation that submits a completed Tender in response to this Invitation to Tender.
<b>Account Manager</b>	means the nominated employee of the Supplier / Consultant who will be the main point of contact for the Council for all purposes including performance management.

## Part A – Instructions to tenderers

### Section 1

*The information, instructions and guidance provided in Part A and B should be used to complete Part C – Tenderer's submission.*

#### 1.0 Introduction

- 1.1 The seven local authorities in Gloucestershire – Cheltenham Borough Council, Cotswold District Council, Forest of Dean District Council, Gloucester City Council, Gloucestershire County Council, Stroud District Council, Tewkesbury Borough Council (the Partnership) are **seeking to appoint suitably qualified consultants to produce a Local Housing Need Assessment(s) (LHNA) in accordance with Part B Section 6 'Statement of Requirement / Brief'**. The LHNA must be compliant with the National Planning Policy Framework (NPPF), the requirements of the Planning Practice Guidance (PPG), and assist the authorities to comply with the Duty to Cooperate.
- 1.2 The LHNA will help to inform the production and review of local plans and housing strategies by providing robust evidence of housing needs in Gloucestershire. It may also be used as the measurement on which five year housing land supply and Housing Delivery Test calculations are based.

#### 2.0 Background

2.1 Gloucestershire is a county with several different character areas:

- To the north is the Vale of Gloucester which includes the towns of Cheltenham, Gloucester and Tewkesbury;
- To the west is the Forest of Dean with its principal towns of Cinderford, Coleford, Lydney and Newent;
- To the south is the Vale of Berkeley with its towns of Dursley, Stonehouse and Stroud. The river Severn separates the western and southern areas; and
- To the east are the Cotswold Hills. The principal town is Cirencester, with a narrow valley that connects Cirencester to Stroud at its west. 80% of Cotswold District lies within the Cotswolds AONB.

2.2 The Gloucestershire authorities have a long history of joint working and commissioning of various projects. The authorities recognise the benefits of working

together to support the sustainable economic growth of the sub-region and to facilitate the strategic planning necessary to facilitate that growth.

### 3. Payment and performance

3.1 The Gloucestershire Councils have set aside a joint budget for this Local Housing Need Assessment.

Payment will be subject to the satisfactory completion of the project and the stage payment breakdown of the contract will be:

Stage No	Stage	Payment
1	Upon satisfactory Inception meeting	10%
2	Satisfactory completion and receipt of DRAFT report to all districts	30%
3	Satisfactory completion and receipt of FINAL report to all districts	30%
4	Satisfactory presentation to all districts	10%
5	Retention for two months after completion	20%

Tenderers are advised to carefully review the payment and performance mechanism in the Conditions of Contract (Part D – Section 14) in order that they fully understand the Council's requirements regarding payment and price

Twenty percent of the cost of the project will be retained by the Council for a period up to two months following completion of the project to allow rectifications to be addressed and made in the Assessment, and for the Council to be satisfied that the Assessment and/or data does not contain anomalies.

Any additional day rate work requested by the local authorities for example as expert witness for Local Plan hearings or similar will be paid upon satisfactory completion and within 28 days of submission of invoice.

Commented [DB1]: Added retention justification/reasoning

### 4. Procurement timetable

The following timetable is provided for tenderers' benefit. Please be aware that these are indicative timescales with the exception of the deadlines in **bold** and may be subject to change at the absolute discretion of The Council.

Stage / Activity	Date
Invitation to Tender issued	16 October 2018
Deadline for tenderers clarification questions	Tuesday 06 November 2018 - 17:00 hours
Council responses to tenderer clarification questions	Friday 09 November 2018 - 17:00 hours
<b>Closing date for submission of Tenders</b>	<b>Thursday 15 November 2018 17:00 hours</b>
Tender evaluation and clarifications	20-21 November 2018
Interviews	29 November 2018 – to be confirmed
Contract Award Notification	06 December 2018

Issue contract	13 December 2018
Signed contract documents received	08 January 2019
<b>Service Commencement / Inception meeting</b>	<b>16 January 2019</b>

The Council reserves the right to change the above timetable and Tenderers will be notified accordingly where there is a change in the timetable.

## **Part A - Section 2 - Instructions for submission of tenders**

### **1. General information and instructions**

#### **1.1 Compliance with Instructions:**

Tenders submitted shall be in accordance with and subject to the terms of these instructions and other documents comprising the Invitation to Tender.

Tenders not complying with any mandatory requirement indicated by the word “shall” or “must” may be rejected.

To register your interest, access the tender documentation and request questions of clarification about the Invitation to Tender FOD0202P you will need to register via the ‘Supply GO Shared Services’ portal <https://in-tendhost.co.uk/gosharedservices>

Tenderer clarification questions should be submitted via the portal only, anytime up to **17:00 hours 06 November 2018**. No further questions may be submitted after this time.

The clarification questions and responses to those questions will be circulated to all Tenderers via the ‘Supply GO Shared Services’ portal anytime up to **17:00 hours Friday 09 November 2018** but will not disclose the identity of the tenderer that asked the question. No queries or clarification requests will be answered verbally or by any other media.

#### **1.2 This Invitation to Tender does not constitute an offer and The Council does not undertake to accept the lowest or any Tender. The Council will not reimburse any Tendering costs and the Council shall be able in its sole discretion to withdraw from the procurement process at any stage. There shall be no liability incurred whatsoever by the Council to the tenderer in respect of any loss, direct or indirect, or cost, fee, expense or damage of any description whatsoever, howsoever incurred or suffered by the tenderer in the preparation of the their Tender or any work subsequent or consequent to its submission.**

The Council reserves the right, subject to relevant legislation, at any time to reject any Tender and/or to terminate the involvement of any one or more tenderers.

The Council reserves the right to disqualify any tenderer who makes material changes to any aspect of their Tender unless substantial justification can be provided to the satisfaction of the Council.

**1.3 The information, instructions and guidance provided in Part A and B should be used to complete Part C – Tenderer's submission document - Sections 7 and 8 are required to:**

- provide evidence of previous expertise and comparable experience in the area of work required to deliver the service
- provide details of how you would provide a quality service that can be delivered in accordance with the requirements detailed within the specification
- provide full details of your policies and assurances in practice regarding the delivery of the service
- provide details of your organisations policies
- improvement and development of the service through the use of latest technologies and best practice
- demonstrate how we can realise efficiencies and potential savings
- provide details of Employers Liability, Public Liability and Professional Indemnity Insurance and other insurances where applicable

**1.4 Accuracy of information**

1.4.1 The information contained in the ITT has been prepared by the Council in good faith but does not purport to be accurate, complete and exhaustive or to have been independently verified or to contain all of the information that a prospective Consultant may require. None of the Council's elected members, directors, officers, employees, agents or advisors make any representation or warranty as to, or accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the information or any part of it (including but not limited to loss or damage arising as a result of reliance by the tenderer on the Information or any part of it). Any persons considering making a decision to enter into a contractual relationship with the Council following receipt of this ITT should make their own investigations and their own independent assessment of the Council and its requirements for services associated with this procurement process and should seek their own professional technical, financial and legal advice.

1.4.2 The Council, its technical, financial or legal advisors or any other advisor (or the directors, officers, elected members, partners, employees, staff, agents or advisors of any such person) will not be liable for any costs incurred by any tenderer

responding to the ITT, whether incurred by them directly or their advisors or subcontractors.

1.4.3 Tenderers considering entering into a contractual relationship with the Council should make their own enquiries and investigations of the Council's requirements beforehand.

1.4.4 The Council makes no representations or warranties regarding the tenderer's financial status or stability, technical competence or ability in any way to participate in this procurement process or to provide the Services.

## **1.5 Canvassing**

Any tenderer or any person employed by the tenderer, whether or not to the tenderer's knowledge, who, in connection with this Contract:

- offers any inducement, fee or reward to any elected member or officer of the Council or any person acting as an advisor for the Council in connection with this procurement process; or
- does anything which would constitute a breach of the Bribery Act 2010 or a contravention of Section 117 of the Local Government Act 1972; or
- canvasses any of the Council's elected members, directors, officers, employees, agents or advisors in connection with this procurement process; or
- contacts any officer of the Council prior to the Contract being awarded about any aspect of this procurement process in a manner not permitted by this ITT (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the tenderer of such officer for the purpose of this procurement process or subsequent undertaking of the Services).

Will be disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a tenderer may attract).

## **1.6 Non-collusion**

Any tenderer who, in connection with this Contract:

- fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangement with any other tenderer (other than a member of its own consortium); or
- enters into any agreement or arrangement with any other tenderer that he shall refrain from making a Tender or as to the amount of any Tender to be submitted; or

- causes or induces any person to inform the tenderer of the amount or approximate amount of any rival tender for the Contract; or
- canvasses any of the persons referred to above in connection with this procurement process; or
- 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 works any act or omission; or
- communicates to any person other than the Council the amount or approximate amount of his proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender (for example, for insurance, a contract guarantee bond or performance bond),

Will be disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability that such conduct by a tenderer may attract). Tenderers are required to return the Part C – Section 11 Tendering Certificate with their Tender.

## **2. Confidential Nature of Tender Documentation and Bids**

- 2.1 Tenderers must hold information relating to this tender process as confidential and to limit the dissemination of such information on a need-to-know basis.
- 2.2 Tenderers shall not discuss the bid they intend to make other than with professional advisers or joint bidders who need to be consulted. Bids shall not be canvassed for acceptance or discussed with the media or any other Tenderer or member or employee of The Council.
- 2.3 **The Freedom of Information Act 2000 and the Environmental Protection Regulations 2004** give a general right of access to information, including the contents of Tenders, held by or on behalf of The Council. The Council will regard the Invitation to Tender and Tender submissions as confidential during the Tender process and for a reasonable period after the award. After that period Tender submissions may be subject to disclosure.

Subject to appeal rights, The Council decision on what information will be released in response to an access request is final. In submitting the Tender it is taken by The Council to confirm that the Tenderer understands that The Council may apply relevant exemptions in appropriate cases.

Tenderers are asked in Part C - Section 13 to state if they believe information in their bid would be exempt from Freedom of Information Act disclosure. Tenderers should note a blanket statement or designation that the whole of a Tender should be treated as confidential is not acceptable and will be ineffective.

Any information considered to be confidential should be supplied in the Part C - Section 13.

#### **2.4 Copyright**

The copyright in this ITT is vested in the Council. This ITT shall not, either in whole or part, be reproduced, copied, distributed, stored in any medium or otherwise made available to any other party in any circumstances, for any other purpose than that for which it is intended, without the prior written consent of the Council. This ITT, and any document issued as supplemental to it, are and shall remain the property of the Council and must be returned upon demand.

#### **2.5 Publicity**

Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any Contract award, any publicity activity with any section of the media in relation to this procurement process other than with the prior written agreement of the Council. Such agreement shall extend to the content of any publicity. In this paragraph the word 'media' includes (but is not limited to) radio, television, newspapers, trade and specialist press, the Internet and e-mail accessible by the public at large and the representatives of such media.

### **3. Preparation of Bid**

- 3.1 Information supplied to Tenderers by staff of The Council or information contained in any of The Council publications is supplied for general guidance only in the preparation of the Tender.
- 3.2 Tenders and supporting documents shall be in English and any contract subsequently entered into shall be subject to English Law.
- 3.3 The Invitation to Tender includes The Council Contract Terms and Conditions (Contract Documents – Part D – Section 14) Tenders and Orders are issued subject to those terms and conditions. The Invitation to Tender includes the Authorities Contract Terms and Conditions (Contract Documents – Part D).

Tenders and Orders are issued subject to those terms and conditions. Please note that the contract will be substantially in the form provided at Part D and any queries regarding the contract documents should be raised by the deadline stipulated for ITT clarification questions.”

Tenderers must sign and return a copy of Part C – Section 12 – Response to Contract Documents as part of their Tender submission.

#### **4. Submission of Tender**

##### **4.1 Requirements for submission of information:**

4.1.1. Submissions shall be made in the form set out in Part C (Tenderer's Submission Document)

4.1.2 Every item shall be priced in sterling (GBP) and the submission totalled.

4.2 The Council requires the tender to be submitted using Part C of this ITT document in pdf format and uploaded to the 'Supply GO Shared Services' portal: <https://in-tendhost.co.uk/gosharedservices> **Forest of Dean District Council Contract Reference FOD0202P**. If not previously registered with the portal you will need to complete the supplier registration procedure to enable you to submit your tender submission **by 17:00 hours on Thursday 15 November 2018**.

Please note two hard copies will be required from the preferred bidder only to provide to our legal services for inclusion in the contract.

Any Tender received after the date and time specified for receipt shall not be considered, will be automatically recorded as being late and remain unopened.

4.3 Tenders will not be accepted by fax, post or separate e-mail.

4.4 Tenderers may be asked to clarify their Tender and other documents included as part of their submission and what is or is not included in the bid price.

4.5 **The Form of Tender and pricing schedule needs to be submitted by the organisation which it is proposed will enter into a formal contract with The Council and shall be signed by persons of that organisation authorised to enter in to contracts.**

## 5. Evaluation of tender responses

The evaluation will involve a Selection Questionnaire and tender assessment.

Tenderers that meet the criteria for the Selection Questionnaire criteria will be then scored against the contract award evaluation criteria.

The information contained in Part A is for information only and will not form part of the contract. The remaining section of the tender documents and any documents referred to in the tender documents (unless stated otherwise) together with any documents submitted by the successful bidder shall form part of the contract.

### Part A - Section 3 – Tender Submission Checklist – FOD0202P

Please use and submit this checklist to ensure that your proposal is complete. Failure to complete and submit any one of the following documents may result in rejection of the proposal.

Item	Cross Reference	Provided by Tenderer Please tick to confirm
You must submit the tender in Adobe PDF format to the 'Supply GO Shared Services' portal <a href="https://in-tendhost.co.uk/gosharedservices">https://in-tendhost.co.uk/gosharedservices</a> <b>Forest of Dean District Council Contract reference FOD0202P</b>  Selection Questionnaire	Part A – Section 2 Instructions to Tenderers paragraph 4.2  <b>Part C - Section 7</b>	
Response to Specification / method statements to include the supply of the following (portal placeholder documents): <ul style="list-style-type: none"><li>• Copy of a previous Local Housing Need Assessment/Strategic Housing Market Assessment previously carried out by your organisation</li><li>• Business/Service Continuity Plan</li><li>• Health and Safety Policy/Document</li><li>• Data Protection Policy</li><li>• Equality and Diversity Policy</li><li>• Risk assessments and safe systems of work</li><li>• Environmental and Sustainability Policy</li></ul>	<b>Part C - Section 8</b>	
Pricing schedule	<b>Part C - Section 9</b>	
Form of tender	<b>Part C - Section 10</b>	
Tendering Certificate	<b>Part C - Section 11</b>	
Response to contract documents	<b>Part C - Section 12</b>	

Item	Cross Reference	Provided by Tenderer Please tick to confirm
Freedom of Information Statement (where applicable).	Part C - Section 13	
Parent Company Guarantee (where applicable)	Part C – Section 15	

## Part B – Contracting Authority Requirements – FOD0202P

### Section 4

**Selection Questionnaire – (responses to be provided in Part C- Section 7)**

**Award Criteria (responses to be provided in Part C – Section 8)**

Section	Weighting
<b>Selection Questionnaire Part C – Section 7 - 1.1 – 8</b>	
1.1 Potential Supplier information	Info Only
1.2 Bidding model	Info Only
1.3 Contact details	Info Only
<b>Exclusion Grounds</b>	
2. Grounds for mandatory exclusion	Pass/Fail
3. Grounds for discretionary exclusion – Part 1	Pass/Fail
<b>Selection Questions</b>	
4. Economic and Financial standing	Pass/Fail
5. Parent Company (where applicable)	Info Only
6. Technical and Professional Ability	Pass/Fail
7. Modern Slavery Act 2015	Pass/Fail
8.1 Insurance	Pass/Fail
8.2 Health and Safety	Pass/Fail
8.3 Compliance with Equality Legislation	Pass/Fail
8.4 Environmental Management	Pass/Fail
8.5 Information Security and Freedom of Information	Pass/Fail
<b>Award Criteria</b>	

Part C – Section 8 – Method Statement Responses Part C – Section 9 – Pricing Schedule	
<b>Quality:</b> Method Statement Responses 8.3 Q1-Q5 (Scored 0-5)	70%
<b>Financial:</b> Pricing Schedule	30%

## Part B - Section 5 – Evaluation criteria

- 5.1** The Council will accept the Tender which is the most economically advantageous, i.e. a balance between cost and quality.

The evaluation process will be conducted to ensure that all tenders are treated equally and fairly and in accordance with all statutory requirements such as European Union Public Procurement Directives and The Public Contracts Regulations 2015.

**Please note that throughout the evaluation process, the right is reserved to seek from Tenderers additional information or clarification at any stage as an aid to fully understand their offers.**

Regardless of a bid's overall merits, in the event evaluating officers (acting reasonably) consider there to be a fundamental weakness likely to impact adversely upon the supply of Services, then grounds will exist to exclude the bid from further consideration.

The evaluation of submissions will be based upon:

- Selection Questionnaire Part C – Section 7; and
- Award criteria Part C – Section 8 and 9

The submissions that pass the Selection Questionnaire stated in Part C – Section 7 will then be evaluated against the award criteria below.

- 5.2** As part of the Tender submission we are seeking written proposals on how the individual elements of this contract will be delivered as well as a pricing submission. The overall Tender will be evaluated against the written response (service quality) based on experience, and general approach as well as the Tender sum (price).

We intend scoring each submission on a **70/30** basis with 70% of the available score being awarded for quality and 30% awarded for the financial element.

**5.3 Quality evaluation 70%**

The quality evaluation will assess the quality aspects of each submission by evaluating the tenderer's Method Statements using the Evaluation Scoring System

set out below in Table 1 with weighting score available for each Method Statement Responses provided in Part C – Section 8-3 Q1 – Q5.

**Table 1**

Quality element	Part C – Section 8.3 Responses to Statement of Requirement / Brief	Total weighting 70%
Q1	Understanding the requirement (current data and maintaining data, purpose and stakeholders)	20%
Q2	Technical Approach (method statement and quality assurance)	20%
Q3	Relevant experience / capabilities (this response will include a copy of a previous LHNA produced by the Consultant)	10%
Q4	Timeline and track record of achievement	10%
Q5	Project management and continuity	10%

#### 5.4 Scoring Against the Quality Criteria

Method Statements Q1-Q5 will be scored on a range from 0 to 5 in accordance with Table 2 below.

Any Tender with a Method Statement Scoring 1 or less may be failed / rejected outright after making reasonable efforts to clarify issues of concern with the tenderer.

**Table 2 - Quality Evaluation Scoring System – Method Statement Responses**

Score	Scoring criteria
5	<b>Exceeds expectations</b> Gives high confidence that all key aspects of the requirements will be achieved and may be relied upon without reservation. Offers added value and/or innovation relevant to the statement of requirement / brief
4	<b>Meets expectations</b> Gives confidence that all aspects of requirements will be achieved
3	<b>Satisfactory</b> Generally meets requirements, gives minor reservations about meeting some of the requirements
2	<b>Unsatisfactory</b> Below expectations and does not fully address the requirements and gives rise to concerns about potential reliability
1	<b>Poor</b> Well below expectations, response is limited or inadequate or substantially irrelevant to the requirements
0	<b>Unacceptable</b> Nil response, or is incomplete or irrelevant to the requirements that it is not possible to form a judgement

Following the scoring and moderation process below, final marks will be calculated for each method statement in the following manner.

The scores for each method statement will be divided by 5 (the maximum available score). The result will be multiplied by the overall marks available for the Method Statement set out in Table 1, resulting in a number of marks for each Method Statement.

For example a tenderer scoring 4 for method statement Q1 would be scored as follows:

$$4/5 = 0.80 \times 20 = 16.0$$

The resulting weighted quality marks for each Method Statement will be summed to give a Total Quality Points for each tenderer.

The Quality Points for each tender will be taken forward to the calculation of the final Total Score for each tenderer.

### **5.3 Price 30%**

Where any tender is considered to be too low or too high to be credible then the Council will clarify whether the pricing is correct and has been interpreted correctly, and if too low is it achievable and sustainable. If following the clarification, any price is found to be too low or too high, that tender will be rejected in accordance with Regulation 69 of The Public Contracts Regulations 2015 regardless of how many points it scores in all other aspects

Any tender submission where prices are 30% below or above the median of all responses then The Council would consider these as being abnormal. The Council will also consider internal consistency and the arithmetical accuracy of the tender. Tenders failing to pass this test will be rejected, subject to appropriate efforts to seek explanation and clarification of any matters of concern with the relevant tenderers.

### **5.4 Pricing Schedule (Part C – Section 9)**

All prices quoted must be in GBP sterling, exclusive of VAT or Insurance Premium Tax and must include all costs.

Each price you propose will be expected to be 'commercially viable' i.e. sustainable over the long term and therefore form the basis of contracted pricing, where applicable.

The price evaluation will be based upon the Total Cost (PT) provided in Part C – Section 9 – Pricing Schedule.

### 5.5 Scoring Against the Pricing Criteria

The tender with the lowest price for the core costs will be awarded the full percentage weighting and points available. Each of the remaining tender submissions will be awarded a weighting on a pro-rata basis compared to the lowest price according to the following example calculation for each element:

Price element	Part C – Section 9 Price Schedule	Weighting
PT	The subtotal of the P1 LHNA fixed cost + P2 Day Rate x 7 days + P3 + P4 'Any additional costs' to arrive at the Total Cost designated as PT.	30%

Lowest tender price / Potential Supplier price x percentage of weighting to be allocated.

For example:

Potential Supplier	Price (£)	Pro rata weighting (based on 30% being allocated to the cost element criteria)
A	£10,000	= £10,000 / £10,000 x 30 = Score 30.00
B	£15,000	£10,000 / £15,000 x 30 = Score 20.00
C	£20,000	£10,000 / £20,000 x 30 = Score 15.00

### 5.6 Total scores

The Council will sum the Quality Points and the Financial Evaluation points to produce a Total Points for each Tender. Tenders will be ranked by this Total Points, and the tender with the highest Total Score will be deemed the Most Economically Advantageous Tender.

### 5.7 Interviews

Tenderers should note that The Council may need to hold interviews as part of the process to identify and appoint a Consultant.

The purpose of the interview will be to explore the validity of the initial evaluation and to confirm The Council understanding of the Tenderers' proposals based on evaluation criteria stated in 5.2 above, and where appropriate to clarify or probe issues into greater depth.

No new criteria or weightings will be introduced. Moreover, no separate marks are 'reserved' for award at this stage. Instead, The Council will use the interview as a

basis on which to 'moderate' up or down the scores originally awarded when the tenders were evaluated.

The number of Tenderers invited to interview will solely depend upon the initial evaluation of Tenderers' bids, consequently The Council cannot commit to any numbers at this stage.

**Please note if your organisation is requested for interview it must be attended/delivered by the person(s) / Principal / Account Manager the Council will be potentially working with in the delivery of the contract.**

## **5.8 References**

References from those supplied in Part C – Section 1 Selection Questionnaire Question 6.1 will be taken up for all shortlisted Tenderers and these will be used for moderating the original evaluation scores.

## **5.9 Notification of Contract Award Decision Notice**

The Council expects to decide the award of the Contract within 90 days of the closing date for submission of Tenders (see Section A – Section 2 paragraph 4.2). Bids shall remain open for acceptance during this period.

Tenderers will be notified simultaneously and as soon as possible of any decision (including the award of the contract) made by The Council during the Tender process. When the bids have been evaluated, all Tenderers will be notified about the award of the contract.

The Council will provide a debrief to unsuccessful Tenderers at the end of the tender process and contract award notification stating their scores compared with the winning bidder scores.

Award of the contract by The Council will be sent in writing to the successful Tenderer, subject to the completion of a written contract.

Where Tenderers undertake work, or places orders prior to the completion of the written agreement, they do so at their own risk. The Council will not be responsible for any costs incurred in the event that the contract is not completed.

## **Part B - Section 6 – Statement of Requirement / Specification FOD0202P**

## **1. General objectives / scope of the contract**

1.1 One tenderer will be successful and an appropriate contract will be set up with The Council for the provision of the Local Housing Need Assessment.

### **1.0 Introduction**

- 1.1 The seven local authorities in Gloucestershire – Cheltenham Borough Council, Cotswold District Council, Forest of Dean District Council, Gloucester City Council, Gloucestershire County Council, Stroud District Council, Tewkesbury Borough Council (the Partnership) are seeking to appoint suitably qualified consultants to produce a Local Housing Need Assessment(s) (LHNA) in accordance with Part B Section 6 'Statement of Requirement / Brief'. The LHNA must be compliant with the National Planning Policy Framework (NPPF), the requirements of the Planning Practice Guidance (PPG), and assist the authorities to comply with the Duty to Cooperate.
- 1.2 The LHNA will help to inform the production and review of local plans and housing strategies by providing robust evidence of housing needs in Gloucestershire. It may also be used as the measurement on which five year housing land supply and Housing Delivery Test calculations are based.

### **2.0 Background**

- 2.1 Gloucestershire is a county with several different character areas:
- To the north is the Vale of Gloucester which includes the towns of Cheltenham, Gloucester and Tewkesbury;
  - To the west is the Forest of Dean with its principal towns of Cinderford, Coleford, Lydney and Newent;
  - To the south is the Vale of Berkeley with its towns of Dursley, Stonehouse and Stroud. The river Severn separates the western and southern areas; and
  - To the east are the Cotswold Hills. The principal town is Cirencester, with a narrow valley that connects Cirencester to Stroud at its west. 80% of Cotswold District lies within the Cotswolds AONB.
- 2.2 The Gloucestershire authorities have a long history of joint working and commissioning of various projects. The authorities recognise the benefits of working together to support the sustainable economic growth of the sub-region and to facilitate the strategic planning necessary to facilitate that growth.

- 2.3 The local authorities jointly published a [Strategic Housing Market Assessment](#) in 2009. This was updated in 2010 following a [Housing Needs Survey](#) and a further [Strategic Housing Market Assessment](#) and [update of the SHMA](#) was published in 2014. Gloucestershire formed the housing market area within these assessments. As well as the jointly commissioned SHMA's, Cotswold District Council also commissioned an [update of the SHMA](#) in April 2016.
- 2.4 In addition to the previous SHMA's, the Gloucestershire authorities have also commissioned work, either individually or jointly, on the scale of Objectively Assessed Need (OAN) in their areas. The OAN reports can be found on the following links:
- Cotswold District: [The Objectively Assessed Housing Needs of Cotswold District \(Neil McDonald, December 2016\)](#)
- Cheltenham, Gloucester and Tewkesbury - Joint Core Strategy Area: [Exam 119 JCS OAN Update September 2015 and Exam 164 Adjusted employment Led OAN](#)
- Forest of Dean District: [The Objectively Assessed Housing Needs of Forest of Dean \(Neil McDonald, July 2015\)](#)
- Stroud District: [The Objectively Assessed Housing Needs of Stroud, Forest of Dean and Cotswold \(NMSS, October 2014\)](#)
- 2.5 The local authorities are currently at different stages of preparing their Local Plans. The Forest of Dean has a Core Strategy which was adopted in 2012, and their Allocations Plan was adopted in June 2018. Stroud adopted its Local Plan in 2015 and has started its review with a Preferred Strategy document due October 2018. The Joint Core Strategy (JCS) between Gloucester City Council, Cheltenham Borough Council, and Tewkesbury Borough Council was adopted in December 2017. The JCS was formed to produce a co-ordinated strategic development plan to show how this area will develop during the period up to 2031. However the JCS authorities have committed to undertake an immediate review of housing supply, specifically for Gloucester City and Tewkesbury Borough Council's. The Cotswold District Local Plan (2011-31), which is a full development plan document containing strategic and non-strategic policies was adopted on 3 August 2018.
- 2.6 In 2017 the Gloucestershire authorities published their latest [Gloucestershire Gypsy and Traveller Accommodation Assessment \(GTAA\)](#). This also assesses the needs of

Travelling Show people and of those living on houseboats. It is expected that the new LHNA will take into consideration those households that the GTAA identifies as no longer travelling and are no longer considered to meet the government's traveller household definition.<sup>1</sup>

### **3. National Planning Policy Framework (NPPF)**

- 3.1 In July 2018 the government published a revised National Planning Policy Framework. It identifies that local planning authorities should have a clear understanding of housing needs in their area.
- 3.2 Paragraph 31 of the NPPF states that local planning authorities in preparing and reviewing plans should ensure that the preparation and review of all policies should be underpinned by relevant and up-to-date evidence.
- 3.3 In ensuring that Local Plans deliver a sufficient supply of homes strategic policy-making authorities should establish a housing requirement figure for their whole area, with paragraph 60 stating that "To determine the minimum number of homes needed, strategic policies should be informed by a local housing need assessment, conducted using the standard method in national planning guidance – unless exceptional circumstances justify an alternative approach which also reflects current and future demographic trends and market signals. In addition to the local housing need figure, any needs that cannot be met within neighbouring areas should also be taken into account in establishing the amount of housing to be planned for."
- 3.4 Paragraph 61 further states "Within this context, (determining the minimum number of homes needed) the size, type and tenure of housing needed for different groups in the community should be assessed and reflected in planning policies (including, but not limited to, those who require affordable housing, families with children, older people, students, people with disabilities, service families, travellers, people who rent their homes and people wishing to commission or build their own homes."
- 3.5 Strategic policy-making authorities should establish a housing requirement figure for their whole area, which shows the extent to which their identified housing need (and any needs that cannot be met within neighbouring areas) can be met over the plan period.

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<sup>1</sup> Provided at Annex 1 of the Planning policy for traveller sites (DCLG, August 2015)

## **Planning Practice Guidance (PPG)**

- 3.6 The PPG explains how key elements of the NPPF should be interpreted. It also assists plan-making authorities in assessing and evidencing development needs for housing (both market and affordable), by introducing a standard approach for assessing local housing need. The National Planning Policy Framework expects strategic policy-making authorities to follow the standard method in the PPG for assessing local housing need
- 3.7 The first part of the standard approach for assessing local housing need focuses on identifying an overall housing need figure. The second part of the standard approach requires the overall housing figure to be broken down by tenure, household type (singles, couples and families) and household size, as well identifying the need for certain types of housing and the needs of different groups, including older people and students.
- 3.8 In identifying core outputs of the assessment, clear justified assumptions need to be made to understand the levels of quantitative and qualitative need, and clear evidenced conclusions must be set out.
- 3.9 The LHNA must be compliant with the NPPF and the PPG, as well as assisting the authorities to comply with the Duty to Co-operate.
- 3.10 The final LHNA should include a section demonstrating how it meets the above requirements.
- 3.11 The report must contain evidence to show how the LHNA accords with current best practice, including any specific advice from the Planning Advisory Service. Best practice may also include considering the form and content of any previous SHMAs that have supported the delivery of 'sound' Local Plans.

## **4. Project Requirements**

### **Objectives**

- Must provide robust evidence that accords with the NPPF's tests of soundness;
  - Must be written in plain English with a clear and transparent methodology.
  - To provide a range of tools that enable the Gloucestershire partners to update and monitor the LHNA and carry out ad hoc analysis when required.
- 4.1 The project requirements are those required by and detailed in the NPPF and the PPG.

- 4.2 The detailed outputs for each element of the brief are set out below. Consultants will be expected to produce LHNA reports for each constituent local authority area, as well as an overall LHNA report for Gloucestershire. The LHNA reports must take account of all available up to date information and include supporting tables where appropriate. The LHNA reports must clearly detail the inputs, assumptions, methodology, and scenario outcomes and should fully explain and justify its recommendations.
- 4.3 The data and spreadsheets underpinning the production of the LHNA will be made available to the Partnership.
- 4.4 The report should review the housing market area(s) and, if necessary, redefine the Housing Market Area (HMA). This must include the six district local authorities and any neighbouring areas as appropriate. Any assessment and re-definition of the housing market area must fully explore the link between housing and economic growth.
- 4.5 The assessment(s) should consider as a minimum:
- House prices and rates of change in house prices;
  - Household migration and search patterns; and
  - Relevant contextual data (e.g. travel to work area boundaries, retail and school catchment areas), and.
  - The influence of other HMA's.
- 4.6 The report should set out and make clear all assumptions and/ inputs used and the implications of those choices.

### **Overall Housing Need**

- 4.6 The report must demonstrate make recommendations for the overall housing need for each of the six local authorities and the HMA area(s). In so doing, the report should follow the standard three step approach identified in the PPG.
- 4.7 The PPG identifies that whilst the LHNA should use the standard method for assessing local housing need, a lower housing need figure may be used where exceptional circumstances justify an alternative approach.
- 4.8 The report will be expected to highlight any circumstances that they consider would justify an alternative approach, or to explain why that there are no exceptional circumstances. Any alternative approach which results in a lower housing need figure than the standard

approach will be subject to the tests of soundness and consultants will be required to robustly justify their approach at any examination(s) in public.

### **Future Growth**

- 4.9 The need figure generated by the standard method identified above should be considered as the minimum starting point in establishing a housing need figure for local plan production. However, the report must examine whether any adjustments in housing provision are appropriate to reflect economic growth or other additional growth planned, which would be above the historic trends identified by the household projections.
- 4.10 In these circumstances, a higher local housing need figure may be applied as a range, with the lower end of the range being the minimum the figure calculated using the standard method.
- 4.11 The report must fully explain and justify any recommended adjustments to the overall level of housing provision.

### **Housing requirement figure for neighbourhood areas**

- 4.12 The NPPF recommends that local planning authorities should plan to provide a housing requirement figure for designated neighbourhood areas. Whilst this may be ultimately a strategy/policy judgement to be made by the councils, the report should explore the ability to breakdown housing need (overall market and affordable need) to neighbourhood areas.
- 4.13 The report will need to fully explain and justify recommendations on the ability or not of the LHNA to provide a housing requirement figure for designated neighbourhood areas.

### **Identifying the need for different types of housing**

- 4.14 The report will need to include the needs for all types of housing. This should include a breakdown of the overall housing figure by tenure, (including the private rented sector, and the various types of affordable housing tenures), household types (singles, couples and families) for each tenure, and household size and dwelling size (1 bed, 2 bed, 3 bed, etc. houses, flats bungalows) for each tenure. They will also need to show how age profile and household mix relate to each other, and how this may change in future.
- 4.15 The report will also need to evidence the need for certain types of housing and the needs of different groups. This should include but not necessarily be limited to:
- self-build and custom housebuilding;
  - family housing;

- housing for older people (see below definition);
- housing for people with disabilities<sup>2</sup> (differentiating between people over retirement age and those below retirement age) ;
- wheelchair accommodation;
- service families;
- students;
- key workers;
- gypsy & traveller households who no longer meet the government traveller household definition<sup>3</sup>; and
- caravan and houseboat dwelling households.
- First time buyers

4.16 It is expected that the need for each of the different groups identified above will be broken down by market and the type of affordable housing required, as well as property types and sizes.

4.17 The report will also need to analyse and explain the housing aspirations of older people<sup>4</sup>, and how future provision (including a possible timeline of when such accommodation is likely to be required) could be provided to meet these aspirations. The report will estimate the numbers older people requiring housing broken down by the requirements for general needs accommodation, sheltered housing, extra care housing and residential accommodation.

4.18 Gloucestershire County Council, the NHS Clinical Commissioning Group, and the six district councils have undertaken a survey of people's expectations in regards to housing with care. This is informing the development of Gloucestershire Housing with Care Strategy. The report will be expected to take account of any findings from the survey, as well as how the emerging Housing with Care Strategy will affect future requirements.

4.19 The report should also identify what type and level of adapted/adaptable housing differentiating between Category 2 adaptable and Category 3 adapted wheelchair user housing should be provided to help meet these needs.

## **Affordable housing**

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<sup>2</sup> Definition of people with disabilities is provided in Annex 2: Glossary of the National Planning Policy Framework (MCHLG 2018)

<sup>3</sup> Provided at Annex 1 of the *Planning policy for traveller sites* (DCLG, August 2015)

<sup>4</sup> Definition of older people is provided in Annex 2: Glossary of the National Planning Policy Framework (MCHLG 2018)

4.20 The definition of affordable housing is contained in Annex 2: glossary of the NPPF and is as follows.

4.21 **Affordable housing:** housing for sale or rent, for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is for essential local workers); and which complies with one or more of the following definitions:

a) **Affordable housing for rent:** meets all of the following conditions: (a) the rent is set in accordance with the Government's rent policy, for Social Rent or Affordable Rent, or is at least 20% below local market rents (including service charges where applicable); (b) the landlord is a registered provider, except where it is included as part of a Build to Rent scheme (in which case the landlord need not be a registered provider); and (c) it includes provisions to remain at an affordable price for future eligible households, or for the subsidy to be recycled for alternative affordable housing provision. For Build to Rent schemes affordable housing for rent is expected to be the normal form of affordable housing provision (and, in this context, is known as Affordable Private Rent).

b) **Starter homes:** is as specified in Sections 2 and 3 of the Housing and Planning Act 2016 and any secondary legislation made under these sections. The definition of a starter home should reflect the meaning set out in statute at the time of plan-preparation or decision-making. Where secondary legislation has the effect of limiting a household's eligibility to purchase a starter home to those with a particular maximum level of household income, those restrictions should be used.

c) **Discounted market sales housing:** is that sold at a discount of at least 20% below local market value. Eligibility is determined with regard to local incomes and local house prices. Provisions should be in place to ensure housing remains at a discount for future eligible households.

d) **Other affordable routes to home ownership:** is housing provided for sale that provides a route to ownership for those who could not achieve home ownership through the market. It includes shared ownership, relevant equity loans, other low cost homes for sale and rent to buy (which includes a period of intermediate rent). Where public grant funding is provided, there should be provisions for the homes to remain at an affordable price for future eligible households, or for any receipts to be recycled for alternative affordable housing provision, or refunded to Government or the relevant authority specified in the funding agreement.

### **Affordable housing need**

- 4.22 The report must set out how they will assess the need for affordable housing as identified in the PPG for each of the six local authority areas and the overall HMA in line with the overall housing need.
- 4.23 In line with the PPG, consultants should provide evidence of how they have assessed the future requirement for affordable housing arising from the current unmet gross need, as well as future need arising from newly forming households.
- 4.24 They should show how they will research new demand arising from:
- changing profile of existing households, including the needs of specific groups;
  - Census data/new household formation rates/economic and demographic scenarios;
  - net in-migration of households; and
  - income levels of new households (stating source and methodology); and
  - house price information (stating the source and methodology), including:
    - entry level for the Private Rented Sector (PRS);
    - Help to Buy;
    - market purchase;
    - shared ownership and potentially Starter Homes; and
    - discounted market sales housing.
- 4.25 The report should include sensitivity testing of different inputs and assumptions which give rise to different household numbers and assess the impact on household incomes.
- 4.26 The report should identify any data sources used and explain how they relate to local market conditions, following the promotion of the use of secondary data in the PPG.
- 4.27 Once the affordable housing need has been calculated taking into account the provision of current supply of housing stock, the output will need to be converted into annual flows by calculating the total net need (subtract total available stock from total gross need) and converting total net need into an annual flow.
- 4.28 The report will need to make a fully explained and justified recommendation of how the total affordable housing need should be provided in relation to the different tenure types of affordable housing as well as different property types and sizes. This should then be considered in the context of its likely delivery as a proportion of mixed market and affordable housing developments.

- 4.29 The total affordable housing need can then be considered in the context of its likely delivery as a proportion of mixed market and affordable housing developments, given the probable percentage of affordable housing to be delivered by market housing led developments. The report will explain and justify any recommendation for an increase in the total HMA housing requirement, as well as any recommended increase in each of the six constituent district authorities, to help deliver the affordable housing need. Any recommended figure(s) must be sufficiently robust to pass an examination in public process.

### **Affordability**

- 4.30 The report must recommend and justify a definition of affordability across all tenures based on access to lower quartile (entry level) market housing, and a minimum residual income level, in the absence of a definition of affordability in the PPG.
- 4.31 It should provide advice on the appropriate measures of residual income (i.e. so households have enough to live on after housing costs) and the impact this will have on the need for additional affordable homes.
- 4.32 The report should include scenario tests based on applying different percentages of gross household income against housing costs. The commissioning authorities consider that the starting point for these tests should be housing costs at 25% of gross household income with additional testing being conducted. The report should set out whether this is appropriate, with clear justification for any alternative percentage proposed (ensuring that any residual income after housing costs provides a households with an adequate standard of living). These could include, for example, proportions of 30% and 35%. It is considered that affordability will be consistently applied across any income regardless of tenure.
- 4.33 The report should provide evidence of the impact of different scenarios including being able to buy a home; the number able to access starter homes; discounted sales homes; shared ownership/shared equity products at an appropriate equity share purchase to maintain affordability; and the number able to afford private rent at a given affordability ratio.
- 4.34 The report must demonstrate how the methodology and sourcing of gross household income data and other elements will be taken into consideration in that calculation. This should include savings and the ability to raise a deposit and the receipt of benefits and the impact of welfare reform having regard in particular to the Benefit Cap and the LHA cap

for under 35's. Total housing costs are assumed to include rent and/or mortgage payments and all service charges but exclude utilities and other household bills.

## **5. The role of the Private Rented Sector in meeting future housing requirements**

### **5.1** The report should include consideration of the private rented sector in the housing market.

This should include; an in-depth analysis of the private rented sector including size and location; future need/demand for private rented housing; what household types will require the accommodation and at what rents. The report should also identify any circumstances (such as the growth of Airbnb accommodation) that may affect the future role of the private rented sector.

### **5.2** The report should test variant market and welfare reform scenarios and explain any assumptions made and limitations considered in relation to the private rental market. This needs to be a variable that can allow for future changes in the private rented sector in terms of availability and access.

## **6. Property Size**

### **6.1** The provision of sufficient living space within new homes is an important element of good housing and a pre-requisite for basic living. Potential residents of new homes should be provided with sufficient space for basic daily activities and needs. This will include space for the furniture they need, to store personal possessions, to prepare food conveniently or to socialise with friends and family. If homes are to have a long life, they must offer functional and adaptable spaces that meet the needs of different groups, such as families, children, older people and disabled residents.

### **6.2** In addition to making various estimates of future household need (including a profile of the number of bedrooms, and type of housing required) as identified in the output requirements, the report should make recommendations on the minimum floor areas and space standards for new dwellings. This must also include consideration of whether the Nationally Described Space Standards should be required by planning policies. The report will need to explain and justify any recommendations.

## **7. Outputs**

### **7.1** The LHNA will be expected as a minimum to produce the following core outputs:

- Estimate of current dwelling stock, including the of number of bedrooms, type, condition, and tenure;

- Estimate of total future number of households;
- Estimate of future households requiring market housing (including a profile of the number of bedrooms, size and type of housing required);
- Estimate of households that will require affordable housing, with this broken down to meet the following requirements:
  - households that will require affordable housing for rent identifying between social rented and affordable rented requirements (including for affordable rented housing identifying alternative percentages where Local Housing Allowance levels may be breached), including a profile of the number of bedrooms, size and type of housing required;
  - households that will require Shared Ownership/Shared Equity accommodation (consultant to advise on appropriate equity shares and residual rent charge on the unsold equity by testing variant scenarios), including a profile of the number of bedrooms, size and type of housing required;
  - households that will require discounted market sales housing (consultant to advise on appropriate level of discount by testing variant scenarios), including a profile of the number of bedrooms, size and type of housing required; and
  - households that will require Starter Homes including a profile of the number of bedrooms, size and type of housing required, (consultant to advise on appropriate level of discount by testing variant scenarios) .
- Estimate of future households requiring private rented housing, including a profile of the number of bedrooms, size and type of housing required; and
- Estimate of the household size, tenure and type of housing required by the following household groups as identified in paragraph 4.15 who have particular housing requirements (split into market and the different types of affordable housing for each group):
  - self-build and custom housebuilding;
  - family housing;
  - housing for older people (see below definition);
  - housing for people with disabilities (differentiating between people over retirement age and those below retirement age) ;
  - wheelchair accommodation;
  - service families;
  - students;
  - key workers;
  - gypsy & traveller households who no longer meet the government traveller household definition ; and

- caravan and houseboat dwelling households.
- recommend and justify a definition of affordability across all tenures

7.2 Consultants must demonstrate how their report will meet the above core outputs.

## **8. Primary and Secondary Data**

- 8.1 One of the project's key objectives is to provide will be a range of tools that enables the Gloucestershire partners to update and monitor the LHNA and carry out ad hoc analysis when required. To this end, it is envisaged that the assessment will mainly draw upon secondary data sources that are subject to regular updating. However, it is recognised that some primary data may be required in order to meet the project objectives and ensure delivery of the required outputs.
- 8.2 Consultants should clearly identify any gaps in the required data sources, particularly around identifying the needs of different groups as highlighted in 4.15, and set out costed recommendations for addressing the gaps. Where primary data collection is recommended, consultants should include a proposed methodology including sample sizes and required/expected confidence levels per district.

## **9. Presentation of the Findings**

- 9.1 Each of the six district local authorities will require the consultant to present the findings of the report relevant to that local authority area to Councillors and senior officers of the Council. Consultants should indicate in their proposal (both per individual local authority presentation and one overall presentation) the additional cost of making such presentations.

## **10. Additional Work**

- 10.1 The Councils involved in procuring a LHNA will also require expert witness support at Examination of the Local Plans in relation to the methodology and findings of the LHNA. The additional cost of this support, expressed as a day rate, should be identified in the Price Schedule (P2) in Part C Section 9, based on cost of seven days duration. These day rate costs must be a fixed cost to include all expenses and disbursements.

## **11. Project Provisional Timeline**

Inception meeting with Steering Group	16 January 2019
Production of Future Growth projections	March 2019
Interim report submission	May 2019

Draft final report submission	July 2019
Final report submission	August 2019
Presentation of findings to Local Authorities	September 2019

## 12. Reporting

- 12.1 Regular communication regarding progress should be made throughout the study with either Keith Chaplin (email: keith.chaplin@fdean.gov.uk Tel: 01594 812491) or Sarah Hargreaves (email: Sarah.Hargreaves@cotswold.gov.uk Tel: 01285 623000). a single identified consultant should act as liaison between the steering group and the successful bidder throughout the duration of this study period or that a fully briefed substitute is able to act as liaison when the main point of contact is on leave or is ill.

## 13. Reporting outputs

- 13.1 The consultant's methodology and project plan will be agreed prior to appointment.
- 13.2 During the course of the project the steering group will require from the consultants:
- Three weekly progress reports against milestones set out in the project plan (electronic in Word);
  - An inception report to be delivered one week after the inception meeting;
  - A robust final report which meets the project objectives, delivers the required outputs and complies with the NPPF's tests of soundness.
  - An Executive Summary appropriate to a non-technical, decision-making audience; content and format to be agreed;
  - Detailed technical tables/analysis may be collated in technical appendices, to avoid key messages being lost in the detail. Each appendix should begin with a clear summary of key points and conclusions;
  - Deliver the project within the agreed project timescales (see Project Provisional Timeline section 11 above);
  - A copy of all data used during the course of the project. Sources of all information to be fully specified to enable readers to access them;
  - Attendance at steering group meetings (if required) plus stakeholder engagement events/meetings; and
  - Up to six PowerPoint presentations – timing and purpose to be agreed.

- 13.3 Each of the six district authorities to receive an individual final report, executive summary and data for their area; as well as a final report, executive summary and data for the overall Housing Market Area.

#### **14. The Format and Presentation of Documents**

- 14.1 The successful bidder will be required to supply each Gloucestershire Local Authority with:

- Electronic copies of each final assessment report in Adobe pdf and MS Word format; and:
- Tables and spreadsheets to be provided in MS Excel capable of being edited and in Adobe pdf format.

#### **15. Data and Documentation**

- 15.1 Consultants will need to adhere to the following in relation to data and documentation of the project.

- The Gloucestershire local authorities will own all data and documentation produced during the course of the study.
- All project outputs should be provided in Word, Excel or PDF formats as appropriate.
- All working documents should be written in clear English. A glossary and contents page will be required.
- Software used by the consultants must be compatible with that used by the commissioning authorities.
- In order to ensure effective management of the project and communication with the commissioning authorities, consultants will be required to have version control arrangements in place for the production of documents.
- The contract holder will be required to keep confidential information and shall not (except as required by the terms of this brief) use or disclose any such information, records or other materials related to the work undertaken. As the project will include the processing of personal data, consultants will be required to comply with all the terms and requirements of the General Data Protection Regulations 2018.

#### **16. Complaints**

- 16.1 The Consultant shall seek to ensure that the Consultant's Staff and subcontractors and/or agents shall at all times when employed on the Contract conduct

themselves in a courteous, respectful and professional manner and shall promote equalities and treat all protected groups in accordance with relevant Equalities Legislation applicable to the Services and any subsequent legislation, including not engaging in harassment, discrimination or bullying, and shall not act in a manner that could bring the Council or the Consultant into disrepute.

- 16.2 All Complaints shall be dealt with by the Consultant in a prompt, courteous and efficient manner; in all cases the Consultant shall respond to the Council by the end of the following Council Working Day with its intended actions to resolve the Complaint.
- 16.3 The Consultant shall keep a log of any Complaints and the actions taken to resolve them. The Consultant shall incorporate this log into the Monthly Report.

**Part C - Tender Submission Document - (to be completed and returned by the Tenderer)**

For the supply of  
**Local Housing Need Assessment**  
**Contract Reference: FOD0202P**

Name of Tenderer .....

1. Tenderers are asked to make their response to the requirements by completing the following sections (Part C numbered 7 to 13) and (Part D numbered 15 where applicable)
2. To assist Tenderers a checklist for a complete response is provided at the front of this Tender Document (see Part A – Section 3).
3. Tenderers should complete this Tenderer's Submission Document, and insert it at the beginning of their Tender submission where it can be easily found and identified.

4. Tenderers should cross reference any other documents submitted with their Tender to the applicable section in this Tender Submission Document so that it is easy for the Authorities Evaluation Team to identify the Tenderer's full response to each requirement.

draft v0.2

## **Local Housing Need Assessment**

**Contract Reference: FOD0202P**

### **OPEN PROCEDURE**

#### **Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

## Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	

1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>5</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: <sup>6</sup></p> <ul style="list-style-type: none"> <li>- Name;</li> <li>- Date of birth;</li> <li>- Nationality;</li> <li>- Country, state or part of the UK where the PSC usually lives;</li> <li>- Service address;</li> <li>- The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);</li> <li>- Which conditions for being a PSC are met; <ul style="list-style-type: none"> <li>- Over 25% up to (and including) 50%,</li> <li>- More than 50% and less than 75%,</li> <li>- 75% or more. <sup>7</sup></li> </ul> </li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the immediate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the ultimate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

<sup>5</sup> See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

<sup>6</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

<sup>7</sup> Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Please provide the following information about your approach to this procurement:

Section 1		Bidding model					
Question number	Question	Response					
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.					
1.2(a) - (ii)	Name of group of economic operators (if applicable)						
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.						
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>					
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.						
	Name						
	Registered address						
	Trading status						
	Company registration number						
	Head Office DUNS number (if applicable)						
	Registered VAT number						
	Type of organisation						
	SME (Yes/No)						
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables						
	The approximate % of contractual obligations assigned to each sub-contractor						

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b></p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">web page</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">webpage</a>.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<p><b>Regulation 57(3)</b></p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

	accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3		Grounds for discretionary exclusion	
	Question	Response	
3.1	<b>Regulation 57 (8)</b> The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">web page</a> , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.		
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	

3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
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## Part 3: Selection Questions<sup>8</sup>

Section 4	Economic and Financial Standing	
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>8</sup> [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

<b>Section 6</b>	<b>Technical and Professional Ability</b>
<b>6.1</b>	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	<b>Contract 1</b>	<b>Contract 2</b>	<b>Contract 3</b>
<b>Name of customer organisation</b>			
<b>Point of contact in the organisation</b>			
<b>Position in the organisation</b>			
<b>E-mail address</b>			
<b>Description of contract</b>			
<b>Contract Start date</b>			
<b>Contract completion date</b>			
<b>Estimated contract value</b>			

<b>6.2</b>	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained service delivery and adherence to all applicable health and safety regulation with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
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<b>6.3</b>	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.

<b>Section 7</b>	<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015<sup>9</sup></b>	
<b>7.1</b>	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
<b>7.2</b>	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide relevant the url ...  No <input type="checkbox"/> Please provide an explanation

<sup>9</sup> [Procurement Policy Note 9/16 Modern Slavery Act 2015](#)

## Part C Section 7 Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

<b>8.1</b>	<b>Insurance</b>	
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N Employer's (Compulsory) Liability Insurance = £5M  Public Liability Insurance = £5M  Professional Indemnity = £1M  *It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No

<b>8.2</b>	<b>Health and Safety</b>	
a.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. Please provide a copy of this document (s) with your tender submission to be uploaded with any related documents to the 'Supply GO Shared Services' portal <a href="https://in-tendhost.co.uk/gosharedservices/">https://in-tendhost.co.uk/gosharedservices/</a></p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
b.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Council will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to The Council satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
c	<p>If you use sub-Suppliers, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No

<b>8.3</b>	<b>Compliance with Equality Legislation</b>	
<p>For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.</p>		
a.	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No

b.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to The Council satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>The Supplier agrees that there shall be no discrimination by it against any person with respect to opportunity for employment, because of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.</p> <p>The Supplier shall in all matters arising in the performance of the Contract comply with the provisions of the Equality Act 2010 and the Human Rights Act 1998 and all other discrimination legislation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c.	<p>If you use sub-Suppliers, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.4	Environmental Management	
a.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or Client (including local Client)?</p> <p>If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Council will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless The Council is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	<p>If you use sub-Suppliers, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

c.	<p>Does your organisation have policies in place to ensure the environmental Impact of providing the service is mitigated and used in accordance with any risk assessments or statutory guidance; this should include area specific risk assessments.</p> <p>Please provide a copy of this document (s) with your tender submission to be uploaded with any related documents to the <b>'Supply GO Shared Services' portal</b> <a href="https://in-tendhost.co.uk/gosharedservices/">https://in-tendhost.co.uk/gosharedservices/</a></p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
d.	<p>If you use sub-Suppliers, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No

8.5 Information Security and Freedom of Information	
<p>a. Is your organisation registered with the Information Commissioner's Office for Data Protection purposes?</p>	Yes / No
<p>b. Has your organisation been convicted of breaching data protection legislation, or had any notice served upon it, in the last three years by any data protection regulator or authority (including a local authority)?</p> <p>If your organisation has been convicted of breaching data protection ", please provide details below of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served in the box below.</p>	Yes / No
<p>b. Please confirm your organisation has Information Management and Security Policies that comply with the Councils policies and provides a commensurable level of protection as those policies.</p> <p>If not, please confirm you will amend the policies to adhere with the Councils Information Management policies as may be implemented and amended from time to time.</p>	Yes / No
<p>c. If you use sub-Suppliers, do you have processes in place to check whether any of the above circumstances/policies apply to these other organisations?</p> <p>d. Will you support the completion of Freedom of Information requests relating to this contract</p>	Yes / No
<p>Please provide a copy of your Data Protection Policy with your tender submission, to be uploaded as a separate document to the <b>'Supply GO Shared Services' portal</b> <a href="https://in-tendhost.co.uk/gosharedservices/">https://in-tendhost.co.uk/gosharedservices/</a></p>	Yes / No

## **Mandatory Exclusion Grounds**

**Public Contract Regulations 2015 R57(1), (2) and (3)**

**Public Contract Directives 2014/24/EU Article 57(1)**

### **Participation in a criminal organisation**

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

### **Corruption**

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

### **Fraud**

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

## **Terrorist offences or offences linked to terrorist activities**

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

## **Money laundering or terrorist financing**

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

## **Child labour and other forms of trafficking human beings**

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

## **Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

## **Other offences**

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26<sup>th</sup> February 2015 in England, Wales or Northern Ireland

## **Discretionary exclusions**

### **Obligations in the field of environment, social and labour law.**

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

### **Bankruptcy, insolvency**

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State.

### **Grave professional misconduct**

Guilty of grave professional misconduct

### **Distortion of competition**

Entered into agreements with other economic operators aimed at distorting competition

### **Conflict of interest**

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

### **Been involved in the preparation of the procurement procedure.**

### **Prior performance issues**

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

## **Misrepresentation and undue influence**

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

**Breach of obligations relating to the payment of taxes or social security contributions.**

### **ANNEX X Extract from Public Procurement Directive 2014/24/EU**

#### **LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —**

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

#### **Consequences of misrepresentation**

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

## **Part C - Section 8 – Responses to Statement of Requirement/Specification FOD02020P**

### **8.1 Method and other operational statements**

Tenderers must provide method statements in the **tender response boxes only** in response to the questions below, to describe how they will meet the requirements of the contract.

Please adjust as necessary the size of the 'response' box in order to accommodate your response; and not provide information in other formats to ensure equality and fairness.

Tenderers are referred to **Part B – Section 5 Evaluation criteria** of the invitation to tender and reminded that evaluation of their method statements will account for 70% of their total tender score. Each question is given a relative importance weighting, to reflect its significance in the evaluation.

### **8.2 Responses to Statements**

Tenderers must provide a response to the questions below, to describe how they will meet the requirements of the contract.

Tenderers are required to respond to all of the questions below. Each question has a maximum limit stated. Specific supporting documentary evidence may be requested in each method statement which are to be uploaded as separate documents (placeholders) as part of your tender submission to the 'Supply GO Shared Services' portal <https://in-tendhost.co.uk/gosharedservices/> Any superfluous information will not be considered and attachments should not be used to artificially increase the word limit.

Tenderers are reminded that evaluation of their statements will be based on a score 0-5 and in total account for 70% of their total tender score.

Where Tenderers are asked to self-certify they meet a requirement, before contract award, the preferred provider will be required to evidence that they meet the requirements; you are able to self-certify you can meet the requirements.

The resulting Method Statements will collectively be known as the Service Delivery Plan and form a key element of the contract. Tenderers should note that any sample policies submitted or similar inclusions in Method Statement submissions will constitute part of the tenderer's offer to Forest of Dean District Council (the 'Council') and will be enforceable through the Contract.

The Method Statements must clearly cross-reference any appended document and explain its relevance. Supporting documents that are not directly relevant to a question that has been posed by the Council and have not been clearly referenced from a Method Statement may be disregarded. Evaluators will not search appended documents for the answers or parts of answers to Method Statement questions.

Please ensure that completed Method Statements are written in clear, concise English. Tenderers may be marked down where responses are ambiguous or lacking in clarity. Tenderers should only submit additional information if needed to respond effectively to this Tender. Unless specifically requested or directly supporting a cross-referenced part of a Method Statement response, additional presentation materials are not necessary and will not result in additional marks.

### 8.3 Method statement responses:

<b>Q1</b>	<b>Understanding the requirement of the brief:</b>	
	<b>Weighting:</b>	<b>20%</b>
	<b>Assessment guidance:</b>	<b>Consultant's will need to provide the following:</b> <ul style="list-style-type: none"> <li>• Comment on the brief in Part B Section 6 and suggestions to be considered in refining the project relating to omissions, amendments or other considerations.</li> <li>• Identify how consultant will seek the views of relevant key stakeholders in order to establish a clear view of the local market conditions for housing demand, supply and pricing. This must demonstrate how the Duty to Cooperate with neighbouring authorities will be achieved.</li> <li>• How the consultant will comply with the government's emerging good practice and guidance on local housing need assessments</li> <li>• How do you propose to deal with calculating any additional housing provision that may be appropriate in the light of economic growth or other additional planned growth, which would be above the historic trends identified by the household projections?</li> </ul>
	<b>Submission format:</b>	<b>Written answer in Word in Tender Response box below:</b> Page limit of 6 pages of A4
	<b>Tenderer response:</b>	

<b>Q2</b>	<b>Technical approach:</b>	
	<b>Weighting:</b>	<b>20%</b>
	<b>Assessment guidance:</b>	<b>Consultant's will need to provide the following:</b> <ul style="list-style-type: none"> <li>• Detailed proposed methodologies, including data sources for delivering the Local Housing Need Assessments (LHNA) outputs required by the brief in Part B Section 6.</li> <li>• A risk assessment to identify any problems or constraints that may be experienced in undertaking the study and how these problems might be overcome</li> <li>• Robustness and suitability of the proposed approach and methods for meeting the aims and objectives of the brief, with clear supportive evidence that the proposed methodology can stand up to rigorous challenge.</li> <li>• Suggestions for any necessary future updating or revising of data in in order that the local authorities can maintain the LHNA over the next five years</li> <li>• How do you plan to work with the local authorities and others to evidence and address the needs of the following</li> </ul>

		specific client groups? <ul style="list-style-type: none"> <li>○ housing for older people;</li> <li>○ housing for people with disabilities;</li> <li>○ wheelchair accommodation</li> <li>○ Self-build and custom housebuilding</li> <li>○ service families</li> <li>○ students</li> <li>○ key workers</li> <li>○ gypsy &amp; traveller households who no longer meet the government definition travelling households.</li> <li>○ caravan and houseboat dwelling households</li> </ul>
	<b>Submission format:</b>	<b>Written answer in Word in Tender Response box below:</b> Page limit of 6 pages of A4
	<b>Tenderer response:</b>	

<b>Q3</b>	<b>Relevant experience / capabilities:</b>	
	<b>Weighting:</b>	<b>10%</b>
	<b>Assessment guidance:</b>	<b>Consultant's will need to provide the following:</b> <ul style="list-style-type: none"> <li>• Demonstrate experience / track record of producing Strategic Housing Market Assessment and/or Local Housing Need Assessments including case studies where the SHMA/LHMA has successfully supported the adoption of a Local Plan.</li> <li>• Provide an uploaded copy of a recent LHMA/SHMA carried out by your organisation via the portal as part of your tender submission</li> <li>• CV's of anyone who will be involved on the project, including sub-contractors</li> </ul>
	<b>Submission format:</b>	<b>Written answer in Word in Tender Response box below:</b> Page limit of 3 pages of A4
	<b>Tenderer response:</b>	

<b>Q4</b>	<b>Timeline:</b>	
	<b>Weighting:</b>	<b>10%</b>
	<b>Assessment guidance:</b>	<b>Consultant's will need to provide the following:</b> <ul style="list-style-type: none"> <li>• A draft programme/timetable of work to fit the project timetable stated in Part B Section 6 (11)</li> </ul>
	<b>Submission format:</b>	<b>Written answer in Word in Tender Response box below:</b> Page limit of 2 pages of A4
	<b>Tenderer response:</b>	

<b>Q5</b>	<b>Project Management:</b>	
	<b>Weighting:</b>	<b>10%</b>
	<b>Assessment guidance:</b>	<b>Consultant's will need to provide the following:</b> <ul style="list-style-type: none"> <li>• Identify a project manager and deputy and a charging schedule with details of how it relates to the named persons who will work on the project</li> <li>• Business / Service Continuity Plan provided via the portal as part of your tender submission</li> </ul>

		<ul style="list-style-type: none"> <li>• How the Consultant will ensure the quality of the work is sufficient to achieve the stated objectives</li> <li>• Must indicate clearly where any sub-contracting is proposed.</li> <li>• In the interests of transparency please disclose any current or recent relationships that may have a bearing on the outcomes of this project</li> </ul>
	<b>Submission format:</b>	<b>Written answer in Word in Tender Response box below:</b> Page limit of 3 pages of A4
	<b>Tenderer response:</b>	

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## Part C - Section 9 - Price Schedule

All prices quoted must be in GBP sterling, exclusive of VAT or Insurance Premium Tax and must include all costs, expenses and disbursements.

- 1.1 Attention is drawn to the tenderer that all other documents comprising the tender documents are to be read in conjunction with the pricing schedule. The tenderer should have visited the district to satisfy themselves as to the local conditions, the full extent and character of the service, supply and conditions which could affect the execution of the Service and Contract generally as no claims on the grounds of want of knowledge will be considered.
- 1.2 The Council's Representative does not have the power to alter any of the documents or intent of the tender. If in the Consultant's opinion there was any omission, inaccuracy or clarification required in the tender documentation, the Consultant should have submitted these views in writing as soon as possible after their issue in order that clarification could have been issued and shared with all tenderers.

		Price
P1	<b>Fixed cost to deliver a Local Housing Need Assessment</b> in accordance with the statement of requirement / brief as stated in Part B Section 6	£
P2	<b>Consultant's day rate x seven days for any additional work</b> or attendance as expert witness for example at Local Plan district hearings or similar. Costs stated must be inclusive of all expenses and disbursements	£
<b>Any additional costs or anticipated charges relevant to performing the contract</b> and considered necessary to deliver the services as specified in Part B Section 6 for the duration of the contract		
P3	Please list <b>any additional costs resulting from providing a housing need figure for neighbourhood areas:</b>	£
P4	Please list below and provide unit cost for each element (if applicable):	£
PT	<b>Total cost for delivery of the Local Housing Need Assessment</b> (P1+P2+P3+P4 = PT)	£

## Part C - Section 10 – Form of Tender FOD0202P

To: **Forest of Dean District Council (the Council)**

- **Having examined carefully and understood the Invitation to Tender for the above Contract including without limitation “the Contract Documents” in Part C – Section 14; and**

- **In consideration of you considering this Tender:**

1. We offer to deliver the services to The Council for the prices in the pricing schedule proposed by us in the Forms of Tender and deliver the project in accordance with our Tender submission.
2. We agree that this Tender shall remain open for acceptance and shall not be withdrawn for a period of not less than 90 days after the Tender return date.
3. We agree that unless and until a formal contract is prepared and executed the offer set out in this Tender constitutes an irrevocable offer by us which shall be capable of acceptance by you whereupon, unless otherwise stated, there shall be constituted between us a binding Contract.
4. We confirm that we have enclosed with this form of Tender the following documents comprised in our Tender Documents:-
  - Pricing Schedule(s)
  - Response to the Statement of Requirement/Specification
  - Technical information as necessary
  - And any other documents that have been requested
5. We are a subsidiary company within the meaning of Section 736 of the Companies Act 1985 and enclose a Parent Company Guarantee undertaking in the form set out in the ITT Section 7 (below) duly completed by ultimate holding Client.
6. We understand that The Council are not bound to accept the lowest or any Tender it receives and we bear our cost of Tendering
7. We note and accept the confidentiality provisions in the Tendering Instructions.
8. We warrant:
  - 8.1 All information in our Tender response is complete and accurate;
  - 8.2 We have made our own investigations and research and have satisfied ourselves in respect of all matters relating to the Invitation to Tender and acknowledge that information in the Invitation to Tender provides general guidance only;
  - 8.3 We have full power and Company to enter into a contract to perform the obligations specified in the Contract Documents;
  - 8.4 We are of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to perform the obligations specified in the Contract Documents;

\*(delete paragraph 5 if not applicable)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

**Company\*\***

**For and on behalf of:** .....

(Print business' full name)

(1) Signature

\*\* (2) Signature

(Director)

(Director/Client Secretary)

Name

Name

Job

Job

Title/Designation

Title/Designation

Registered  
Address

Company registration number: .....

**Sole Principal/Partnership\*\***

(Print business' full name)

**For and on behalf of:** .....

(1) Signature

\*\* (2) Signature

Name

Name

Job

Job

Title/Designation

Title/Designation

Business  
Address

\*\*delete as applicable

## Part C - Section 11 – Tendering Certificate FOD0202P

To: Forest of Dean District Council (the Council)

In this certificate the word 'person' includes any persons and any body or association corporate or otherwise and the words 'any agreement or arrangement' includes any such transaction formal or informal and whether legally binding or not.

1. I / we certify that this is a bona fide Tender and that I / we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. I / we also certify that we have not done and I / we undertake that I / we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:-
  - a) Communicating to a person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender except where the disclosure in confidence of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
  - b) Entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted;
  - c) Offering or paying or giving or agreeing to pay or give any sum of money 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 said work any act or thing of the sort described above.

I / we further certify that the principles described in paragraph 1 above have been or will be brought to the attention of all sub-Suppliers and associate companies providing services or materials connected with the Tender and any contract entered into with the sub-Suppliers or associated companies will be made by all parties on the basis of compliance with the above principles.

I / we confirm that any breach of the conditions of this collusive Tendering certificate may lead to the rescission of the contract by The Council.

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Signature: \_\_\_\_\_ Name (capitals) \_\_\_\_\_

Position in Firm: \_\_\_\_\_

For and on behalf of: .....

\*Note: to be signed by the same signatories as the Form of Tender

Address .....

.....

Date .....

**Part C - Section 12 – Response to Contract Documents FOD0202P**

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If successful, I/we agree to enter into a written contract parent company guarantee substantially in the form shown in Section 15 and agree that the conditions contained in the contract will take precedence and shall form part of the contract in the event of a contract being entered into with the Council for the supply of the goods, services or works as described in Authorities Invitation to Tender.

For and on behalf

(1) Signature ..... (2) Signature .....

Name .....  
(Director)

Name .....  
(Director/Company Secretary)\*

On behalf of: .....  
(Company name)

Date: .....

**Part C - Section 13 – Freedom of Information Act 2000 (see Instructions to Tenderers, section 2, paragraph 2.3) FOD0202P**

I believe that the following parts of the Tender Submission are exempt from disclosure as set out in the table below. I acknowledge that a blanket designation of the Tender Submission as confidential is unlikely to be effective. The information listed is included in separate sheets and clearly identified.

Signed:
For and on behalf of:

Description of the information Including reference to its location Tender Submission	Reason why not subject to disclosure under the FOI Act				Time Period during which it is believed the exemption will apply, beginning on date of its submission to the Council
	Important information provided in confidence	Trade Secret	Commercially sensitive information	Explanation of why disclosure (of a trade secret or commercially sensitive information) is not in the public interest	

**Part D - Contract document FoD0202P (see separate attached document)**

**Section 14 - Draft Conditions of Contract for Local Housing Need Assessment**

draft v0.2

## Part D - Section 15 - Parent Company Guarantee FOD0202P

## PARENT COMPANY GUARANTEE UNDERTAKING

Parent Company Name:

Registration No:

- 1) TO: Forest of Dean District Council ('The Council')
2. In consideration of The Council inviting our subsidiary to Tender and payment by the Company of the sum of one pound (£1.00) the receipt of which is hereby acknowledged we hereby enter into this Parent Company Guarantee Undertaking.
3. We, being the ultimate holding company of our subsidiary company hereby irrevocably and unconditionally promise and undertake that in the event of the Tender submitted by our subsidiary being accepted by The Council in accordance with the Tender and the Conditions attached thereto and, if requested to do so by The Council we shall forthwith upon request properly execute and deliver to The Council a Parent Company Guarantee in the form attached hereto and subject to the insertion of such details and the making of such revisions as The Council may reasonably require in the light of the terms and the nature and the effect of the contract constituted by The Council said acceptance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ [ ]

EXECUTED as a Deed by )  
[ ] )  
by a Director and its Secretary ) .....  
or [two Directors] ) Director  
.....  
Director/Secretary

## FORM OF PARENT COMPANY GUARANTEE

THIS DEED is made the                      day of                      20[                      ]

BETWEEN:

- (1) [ ] ("The Guarantor") of [ ]
- (2) The Council ("The Council")

WHEREAS:

- (A) The Council and [ ] ("the Provider") have entered into a binding agreement dated [ ] ("the Agreement") whereby the Provider will provide the Services set out in the Agreement and upon the terms and conditions contained therein.
- (B) The Provider is a subsidiary Company of the Guarantor.

- (C) Pursuant to a Deed of Undertaking given by the Guarantor to The Council on [ ] 20[xx] the Guarantor has agreed to enter into a Deed of Guarantee and Indemnity on the following terms and conditions:-

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 2) The Guarantor hereby unconditionally and irrevocably guarantees to The Council:
  - (a) due and prompt performance by the Provider of all and any obligations under or arising from the Agreement;
  - (b) that if any sums are due and payable to The Council by the Provider pursuant to the terms of the Agreement and there is any default in any payment of such sum the Guarantor shall forthwith on first demand by The Council unconditionally pay to The Council in full the monies which are due and payable to it and unpaid by the Provider; and
  - (c) to pay all costs and expenses which The Council may incur in enforcing this Guarantee.
- 3) The Guarantor hereby unconditionally and irrevocably undertakes fully and promptly to indemnify The Council against all damages, costs, claims, losses, demands, liabilities and expenses which may be suffered or incurred by The Council by reason of any default on the part of the Provider in performing and observing the terms and conditions of the Agreement and in particular such costs and expenses as may be incurred as a result of a third party delivering all or any part of the Services (as defined in the Agreement) by reason of a failure by the Provider to provide such Services in accordance with the terms of the Agreement.
- 4) The Guarantor shall not be discharged or released from this guarantee and indemnity nor shall its liability under this guarantee and indemnity be affected or impaired by any agreement, conduct or forbearance between or afforded to the Provider by The Council or by any alterations in the obligations imposed on the Provider by the Agreement or by any variations agreed to the Agreement whether or not such matters are with or without the consent of the Guarantor. The Council shall not be obliged to require payment from the Provider before enforcing the terms of this guarantee and indemnity and the Guarantor shall be treated in all respects as being jointly and severally liable with the Provider for all liabilities, obligations and undertakings of the Provider as provided in the Agreement.
- 5) This guarantee and indemnity shall remain in full force and effect until all monies and liabilities now or hereafter due and owing or incurred by the Provider to The Council have been satisfied in full.
- 6) If any monies shall become payable under or in respect of this guarantee and indemnity the Guarantor shall not, so long as any monies due and payable by the Provider to The Council under the terms of the Agreement remain unpaid:-
  - (a) In respect of the amounts paid by the Guarantor under this guarantee and indemnity seek to enforce repayment by subrogation or otherwise;
  - (b) In the event of the insolvency, winding up, liquidation or dissolution of the Provider prove in competition with The Council in respect of any monies owing to the Guarantor by the Provider on any account whatsoever but will give to The Council the benefit of any such proof and of all monies to be so received in respect thereof.
- 7) All demands made by The Council under this guarantee and indemnity shall be sent to the Guarantor at the address set out above or such other address as may be notified by the Guarantor to The Council. Such demand shall be deemed to have been made and received by the Guarantor:-

