

---

# **Invitation to Tender**

## **Instructions to Tenderers**

---

# **LONDON**

# **DEVELOPMENT**

# **PANEL 2**

GLA Ref: GLA 80779

OJEU Ref: 2017/S 131-267219

Version: FINAL

Date: 18 October 2017

## **Table of Contents**

<b>EXECUTIVE SUMMARY</b>	<b>3</b>
<b>DEFINITIONS</b>	<b>4</b>
<b>INTRODUCTION</b>	<b>6</b>
<b>TIMETABLE</b>	<b>7</b>
<b>INSTRUCTIONS TO APPLICANTS</b>	<b>8</b>
<b>ITT RESPONSE EVALUATION</b>	<b>14</b>
<b>NOTICE TO APPLICANTS</b>	<b>18</b>
<b>APPENDIX A – FORM OF TENDER</b>	<b>22</b>
<b>APPENDIX B – CONFLICT OF INTEREST DECLARATION</b>	<b>24</b>
<b>APPENDIX C – NON-COLLUSION DECLARATION</b>	<b>26</b>
<b>APPENDIX D – CASE STUDY BRIEF</b>	<b>27</b>
<b>APPENDIX E – TECHNICAL REQUIREMENTS</b>	<b>48</b>
<b>APPENDIX F – FINANCIAL SUBMISSION</b>	<b>67</b>

## Executive Summary

This Invitation to Tender (ITT) is being issued to those Applicants who have qualified for this procurement advertised in the Official Journal of the European Union (OJEU) Reference No. 2017/S 131-267219.

This ITT forms part of a competitive procurement for the award of a Framework Agreement for the London Development Panel 2 (LDP2) and is to be conducted in accordance with the Restricted Procedure, under Directive 2014/24/EU on the award of public sector contracts, as implemented in England and Wales by the Public Contracts Regulations 2015.

At the end of this procurement process, GLA may choose to award a Framework Agreement. GLA expect to enter into the Framework Agreement with up to 30 Applicants who submitted the most economically advantageous tenders.

LDP2 will replace LDP1 which expires on 9<sup>th</sup> November 2017. GLA requires a Framework Agreement to be in place for spring 2018. GLA is conducting a competitive tender for this contract for a duration of 4 years with an option to extend for up to a further year.

LDP2 is intended to be used by public-sector land owners for the procurement of developers and contractors to deliver residential-led development in Greater London. This includes all activities necessary to plan and construct the development and associated infrastructure. LDP2 will be used to deliver residential-led development including subsidiary uses, for example, commercial, retail, leisure or educational development.

For further background information on LDP2 and the proposed usage by the GLA Group and other public sector land owners in London, please refer to the MOI document which can be found on the Transport for London e-tendering Portal (<https://procontract.due-north.com>).

## Definitions

Affiliate	means in relation to a Panel Member or a Consortium Member, a subsidiary undertaking of that entity or parent undertaking of that entity or other subsidiary undertaking of that parent undertaking (“subsidiary undertaking” and “parent undertaking” bearing the same meanings as they bear in Section 1162 of the Companies Act 2006”) – as per the FA
Consortium or Consortia	means two or more entities acting jointly for the purposes of submitting a Tender, whether structured, or to be structured, as an incorporated or unincorporated joint venture
Consortium Member	means each entity which is a member of a Consortium
Call off Contracts	means any of the agreements listed in Schedule 2 of the Framework Agreement which may be entered into between the GLA (or Other Bodies) and a successful Lead Party or an Affiliate or Consortium Member (where appropriate), as set out in the Framework Agreement
Declarations	means the Conflict of Interest Declaration at Appendix B and the Non-Collusion Declaration at Appendix C
Framework Agreement	means each of the agreements to be entered into by the GLA and the successful Tenderers (Panel Members) in relation to LDP2, a template form of which is available on the Portal.
GLA	means the Greater London Authority as established in 1999
ITT	means this Invitation to Tender document and any appendices and annexures outlining the requirements against which a comprehensive bid must be placed
Lead Party	means: (a) where a Tenderer is submitting an Tender as a single entity, that single entity, or; (b) where a Tenderer is submitting a Tender as a Consortium, the Consortium Member identified in the SQ Consortium Acknowledgment Form as the Lead Party
London Development Panel (LDP2)	means the framework of Panel Members who may be offered opportunities from the GLA and/or Other Bodies to deliver residential-led development in Greater London.
Other Bodies	means any organisation or organisations listed or referred to in Schedule 5 of the Framework Agreement.

Memorandum of Information (MOI)	means the memorandum of information document issued by the GLA relating to the LDP2 procurement and made available on the Portal.
Mini-Competition	means the call-off tendering procedure for individual opportunities under the LDP2 as outlined in Schedule 3 of the Framework Agreement
Panel Members	means the successful Tenderers awarded a place on LDP2 and who have entered into a Framework Agreement
Party or Parties	means Consortium Members, Parent Companies and/or Significant Entities
Parent Company	means a parent company (as defined Section 1162 of the Companies Act 2006) of a Lead Party or other entity proposed as guarantor to that entity
Portal	means TfL's e-tendering portal ( <a href="https://procontract.due-north.com">https://procontract.due-north.com</a> ), which allows documents and questions/answers to be exchanged via an electronic portal
Regulations	means the Public Contracts Regulations 2015
Significant Entity	means any or all of the entities that a Lead Party will rely upon (other than a Parent Company or other Consortium Members) to make an Application such as affiliates, associates, or significant sub-contractors, if they are relied upon to meet the selection criteria set out in the Standard Selection Questions
Standard Selection Questionnaire Instruction Document (SQ)	means the Standard Selection Questionnaire document and its Appendices which can be found on the Portal
Tender	means a bid/response to this ITT, in accordance with the instructions set out in this document, representing a Tenderer's formal bid to become a Panel Member
Tenderer	means a single entity or Consortium that has submitted or intends to submit a single Tender in response to this ITT
TfL	means the procurement function within Transport for London - a statutory corporation whose principal place of business is at Windsor House, 50 Victoria Street, London SW1H 0TL

## **1. Introduction**

- 1.1 The procurement of LDP2 will follow a two stage Restricted Procedure in line with the Public Contracts Regulations 2015. The first stage was a response to the Standard Selection Questions as outlined in the SQ. Those who were short-listed at the selection stage have now been issued with this Invitation to Tender (ITT). This document sets out the information that the GLA requires in order to assess Tenderers' suitability to become Panel Members.
- 1.2 Tenderers are required to act as a bidder and prepare a hypothetical residential-led scheme and financial offer for a site in Stratford, London, in line with the requirements of this document.
- 1.3 The GLA will assess Tenders and up to a maximum of the top 30 scoring Tenderers who also meet the requisite scoring thresholds will be offered a place on LDP2, subject to contract.
- 1.4 Before preparing a Tender, Tenderers should read this ITT and its Appendices, the MOI and all other documentation provided on the Portal.
- 1.5 The ITT is formed of the following documents:
  - 1.5.1 Instructions to Applicants
  - 1.5.2 Development Appraisal Summary Template
  - 1.5.3 01 Framework Agreement
  - 1.5.4 02 Framework Agreement Annexure 1 Template Development Agreement
  - 1.5.5 03 Framework Agreement Annexure 2 Template Deed of Novation
  - 1.5.6 04 Framework Agreement Annexure 3 Template Guarantee and Performance Bond
  - 1.5.7 05 Framework Agreement Annexure 4 Plan of Greater London
  - 1.5.8 06 Building Lease
  - 1.5.9 07 Commercial Income Sharing Headlease
  - 1.5.10 08 Ground Lease
  - 1.5.11 09 PRS Headlease
  - 1.5.12 ITT Response Template 1 – Form of Tender
  - 1.5.13 ITT Response Template 2 – Conflict of Interest Declaration
  - 1.5.14 ITT Response Template 3 – Non-Collusion Declaration
  - 1.5.15 Revised Design and Access Statement February 2012
  - 1.5.16 Revised Development Specification and Framework February 2012
  - 1.5.17 Revised PDZ8 Design Codes February 2012
  - 1.5.18 Revised Site Wide Design Codes 2012
  - 1.5.19 Site Red Line Plan and Existing Levels (Autocad file)
  - 1.5.20 Site Red Line Plan and Existing Levels (PDF)

## 2. Timetable

- 2.1 The timetable for the procurement of LDP2 is shown in Table 1 below. The GLA reserves the right to change the timetable or any element of it at any point during the procurement process.

**Table 1 - Procurement Timetable**

<b>Procurement activity</b>	<b>Timeframe guide</b>
ITT Issued	18 October 2017
ITT Clarification Deadline	8 December 2017 at 12 noon GMT
ITT Tender Deadline	15 December 2017 at 12 noon GMT
Evaluation of ITT Tenders	December 2017 – March 2018
Presentations/Clarifications	TBC, if required
ITT Outcome Issued and Standstill Period started	12 March 2018
Framework Agreement Finalised and Signed (after the Standstill Period has expired)	From 23 March 2018

### **3. Instructions to Applicants**

#### **Case Study**

- 3.1 This ITT has been issued to those who have been selected from the SQ stage of this procurement.
- 3.2 To participate in this ITT, Tenderers are required to act as a bidder and prepare a single residential-led scheme proposal and financial offer for a site in Stratford, London, in line with the requirements detailed at 3.9 below. This will be their Tender to become a Panel Member of LDP2.
- 3.3 The site, known as Bridgwater Triangle (the “Case Study site”), its characteristics and context are summarised in the Case Study Brief at Appendix D. Tenderers are asked to assume that the land owner, the London Legacy Development Corporation (LLDC), is seeking to appoint a development partner to deliver residential-led development on the site via an LPD2 Mini-Competition.
- 3.4 Tenderers should assume that in this case study the winning bidder would be appointed as developer for the site and would enter a development agreement with LLDC to deliver the scheme, conditional on achieving planning permission, securing development finance and making a payment to LLDC for the land. Once unconditional, the developer would be granted a building lease of sufficient length to build the scheme. Upon completion, the developer would be granted a long term interest in the land to enable them to sell the units to occupiers. The developer would be responsible for planning and delivery risk.

#### **Structure of the Tender**

- 3.5 The land owner’s requirements and a range of assumptions are set out in the Case Study Brief in Appendix D. Tenderers are required to meet these requirements and adopt these assumptions in their Tender.
- 3.6 In addition, Tenders should be structured to follow the order of, and directly respond to, the commercial, declaration, technical and financial requirements outlined below at 3.9.
- 3.7 These requirements seek to draw out Tenderers’ site-specific approaches to the following aspects of the development process and the reasons for their choice of strategy:
  - 3.7.1 Master-planning;
  - 3.7.2 Planning;
  - 3.7.3 Project management;
  - 3.7.4 Project delivery;
  - 3.7.5 Marketing and sales;
  - 3.7.6 Aftercare and management;

- 3.7.7 Project health and safety;
  - 3.7.8 Project risk assessment;
  - 3.7.9 Securing funding and financing for the development;
  - 3.7.10 Forming a competitive and robust financial offer based on commercially sensible assumptions supported by a Development Appraisal.
- 3.8 Single entity Tenderers and Consortium Tenderers must submit a single response to this ITT. Individual Consortium Members should not submit their own Tender.
- 3.9 Tenders must be submitted by the Lead Party and must comprise the following four sections:

#### **Commercial Submission**

- 3.9.1 Each Tenderer (including each member of a Consortium) must complete and sign The Form of Tender which is the acceptance of the Framework terms and conditions with no modification. This form can be found at Appendix A and is provided as a separate word document “ITT Response Template 1” on the Portal. Please note that the Framework Agreement will be tailored by the GLA to reflect the corporate characteristics of a successful Tenderer. The relevant provisions are currently square bracketed in the template Framework Agreement.

#### **Declarations**

- 3.9.2 Each Tenderer (including each member of a Consortium) must complete and sign a Conflict of Interest Declaration and a Non-Collusion Declaration. These can be found at Appendix B and C respectively and are provided as a separate word documents “ITT Response Template 2” and “ITT Response Template 3” on the Portal.

#### **Technical Submission**

- 3.9.3 Tenderers are required to prepare a residential-led scheme for the Case Study site which:
- Meets the land owner’s requirements as set out in the Case Study Brief at Appendix D;
  - Reflects the assumptions as set out in the Case Study Brief at Appendix D;
  - Responds to the nine technical requirements as set out in Appendix E. Tenderers must respond to each requirement in relation to how they would develop the site detailed in the Case Study Brief. Responses should set out the Tenderer’s single preferred approach, and not present a range of options. Tenders should be structured to follow the order of the requirements as set out in Appendix E. Tenderers should not submit any further information other than that requested

under the ten requirements. GLA will not take any additional submitted information into account when assessing Tenders.

### **Financial Submission**

- 3.9.4 The Financial Submission is the Tenderer's hypothetical financial offer for the acquisition and development of the Case Study site. It must be based on the Tenderer's proposed scheme. The requirements and assumptions detailed in the Case Study Brief must be reflected in the offer. Only one offer per Tenderer should be submitted.
- 3.9.5 Tenderers must submit a Development Appraisal and a completed version of the "Development Appraisal Summary Template" populated with figures from their Development Appraisal. Instructions for preparing the financial offer can be found in Appendix F.
- 3.9.6 Development Appraisals must be submitted as 'live' documents to enable the GLA to scrutinise the inputs.
- 3.10 Uploaded documents must be in one or more of following file formats, as appropriate to the information being supplied:
  - 3.10.1 Microsoft Word (doc or docx)
  - 3.10.2 Microsoft Excel (xls orxlsx)
  - 3.10.3 Adobe Portable Document Format (pdf)
  - 3.10.4 Argus Developer or equivalent.
- 3.11 Documents which require a signature must be signed by hand and uploaded as a pdf file on the Portal.
- 3.12 The file name of each file should reflect its contents (e.g. declaration.pdf, Technical Submission.doc, Financial Submission.xls etc.)
- 3.13 Tenders should be concise, contain only relevant information and comprise the four sections described in 3.9 above. Additional information, including but not limited to, CVs, marketing and promotional materials will not be used in the evaluation of a Tender.
- 3.14 All submitted documents must be written in English.
- 3.15 All monetary values shown must be in GBP Sterling.
- 3.16 Tenderers must comply with any maximum word counts and/or page limits, as identified in Appendix E and F using a font size no smaller than 'Arial 10pt'. Responses that are longer than the requested length may, at the discretion of GLA, be ignored or have only the first part of the answer (up to the limit shown) evaluated.
- 3.17 All documents requiring a signature must be signed by the Lead Party (and where the Application is from a Consortium, by each Consortium Member) as follows:

- 3.17.1 where the Lead Party or Consortium Member is a company, by two directors or by a director and the secretary of the company, provided that such persons are authorised for this role; or
- 3.17.2 where the Lead Party or Consortium Member is an individual, by that individual; or
- 3.17.3 where the Lead Party or Consortium Member is a partnership, by at least two duly authorised partners.

### **Submitting the Tender**

- 3.18 The GLA will be using the Portal to manage this procurement and all communications will be made through the Portal. Please note that attempting to use any communications route other than that available through the portal (e.g. trying to contact officers or the GLA representatives by one-to-one meetings, telephone calls, personal emails etc.) may lead to a Tender being rejected.
- 3.19 Tenders must be compliant with all instructions for both completing and returning the Tender as set out in this ITT. If a Lead Party fails to comply and/or submit all the required information, the Tender may be rejected.
- 3.20 GLA reserves the right to provide further information or to supplement and/or to amend the procurement process for this ITT. Tenderers enter into this procurement process at their own risk. GLA shall not accept liability nor reimburse Tenderers for any costs or losses incurred by them in relation to their participation in this procurement process, whether or not GLA has made changes to the procurement process.
- 3.21 GLA also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a contract, whether such discontinuance is related to the content of tenders or otherwise. In such circumstances, GLA will not reimburse any expenses incurred by any person in the consideration of and / or response to this document. Tenderers' participation in this procurement process is entirely at their own risk.
- 3.22 The Lead Party of a Tenderer must upload all documents which comprise their Tender to TfL's online e-Tendering portal at <https://procontract.due-north.com> on or before the ITT Application deadline set out in section 2 above.
- 3.23 Lead Parties are advised to upload their Tenders and to ensure that there is sufficient time to overcome any IT problems, which may accompany the uploading of the Tender.
- 3.24 Please refer to the guidance on the following link <https://supplierhelp.due-north.com/> when uploading the Tender.
- 3.25 If a Lead Party encounters any problems it must first refer to the guidance link referred to in 3.24 above. If the problem persists, please contact the Due North website helpdesk in good time to find a solution. Lead Parties are strongly recommended not to leave uploading of all data to the last day. Neither GLA nor TfL's e-Tendering portal provider will be responsible for any failure to upload data due to insufficient time being allowed by a Lead Party.
- 3.26 If a Lead Party encounters a problem with using the Portal that will prevent it from responding to the ITT before the closing date and time, that Lead Party must log the

problem with the Portal helpdesk taking note of the time and contact details at the helpdesk. The Lead Party must then contact the TfL commercial lead, Ben MacBean (Commercial Manager) at [BenMacBean@tfl.gov.uk](mailto:BenMacBean@tfl.gov.uk)

- 3.27 The GLA cannot be held responsible for the non-receipt of Tenders. The GLA reserves the right to reject any Tender if it:
- 3.27.1 is not submitted by the ITT Tender deadline date and time; or
  - 3.27.2 is completed incorrectly; or
  - 3.27.3 fails to meet the submission requirements; or
  - 3.27.4 is deemed non-compliant by GLA in any other way; or
  - 3.27.5 contains misleading, false or fraudulent information.

### **Submission of Hard Copies**

- 3.28 The Lead Party must also deliver, by courier, ten(10) hard copies of its Tender, which must be bound and a true and accurate copy of their electronic submission to:
- 3.29 *Lauren Noble, The Greater London Authority, City Hall, The Queen's Walk, London, SE1 2AA*
- 3.30 In addition, one hard copy should be delivered to:
- 3.31 *Ben MacBean, Transport for London, 5th Floor West Wing, 55 Broadway, London, SW1H 0BD*
- 3.32 Hard copies must be delivered to the above addresses by 12:00 Noon GMT on 15 December 2017 and must be addressed to the person detailed above and labelled "Tender Submission for LDP2".
- 3.33 Hard copies should include a print out of the "Development Appraisal Summary Template" and any supporting narrative which accompanies this (up to 2 A4 sides of text).

### **Clarification Questions**

- 3.34 The clarification process will be conducted on the basis of the equal, transparent and non-discriminatory treatment of Lead Parties.
- 3.35 Lead Parties must submit any clarification questions relating to this ITT via the clarifications facility on the Portal (found at: <https://procontract.due-north.com>) no later than the ITT clarification deadline set out in Table 1 in section 2 above.
- 3.36 Clarification questions which are received after the ITT clarification deadline will not be answered. However, the clarifications portal will remain open for general communications until the deadline date for ITT Tender submission.
- 3.37 Lead Parties should consider whether clarification questions are of a general or confidential/bid specific nature and should ensure that all clarification questions to GLA are marked as being either one of these.
- 3.38 Lead Parties should be aware that, if in GLA's view, clarification questions are:

- 3.38.1 of a general nature, GLA will provide copies of questions in a suitably anonymous form, together with answers, to all Lead Parties; or
- 3.38.2 of a confidential/bid specific nature, GLA will provide copies of questions, together with answers, only to the Lead Party seeking clarification; or
- 3.38.3 of a general nature, but the Lead Party seeking clarification has marked them as confidential/bid specific, GLA will contact the Lead Party to check whether the Lead Party wishes to withdraw its questions prior to the answers being provided. In the event of the questions not being withdrawn, GLA will provide copies of the questions in suitably anonymous form, together with answers, to all Lead Parties.

### **Tender Presentations**

- 3.39 The GLA may require Tenderers to attend presentation/clarification meetings as part of the evaluation process. GLA may wish to clarify elements of a Tender and reserves the right to:
  - 3.39.1 re-visit the evaluation scoring; and
  - 3.39.2 ask further clarification questions.
- 3.40 The Lead Party must provide contact details for any post-submission clarification questions that GLA may have and ensure adequate staff-cover during the evaluation period.

## 4. ITT Evaluation

- 4.1 The evaluation of Tender will be conducted in a fair, equal and transparent manner in accordance with UK and EU procurement rules.
- 4.2 The award criteria have been developed to assist GLA in deciding which Tenderers to award a Framework Agreement to, on the basis that their response represents the most economically advantageous tender.

### Evaluation Criteria

- 4.3 The GLA intends to award **up to 30 places** on LDP2 to the highest scoring Tenderers who also meet the minimum scoring thresholds described below.
- 4.4 Each completed Tender will be evaluated by the GLA project team, supported by other experts and appointed advisors, in line with the following:
  - 4.4.1 each question will be scored as indicated;
  - 4.4.2 pass/fail criteria will apply as indicated, and failures will be allocated where the threshold scores required to pass are not achieved;
  - 4.4.3 indicated weightings will be applied to scored responses, and those Tenders with no fails will be ranked;
- 4.5 The continuing eligibility of Tenderers to tender will be re-checked. Those Tenderers who have experienced a change in circumstance since submitting SQ must continue to satisfy the requirements of the SQ. **To be offered a place on LDP2, a Tenderer is required to:**
  - 4.5.1 pass all of the pass/fail questions; and**
  - 4.5.2 meet the minimum score threshold on questions where indicated; and**
  - 4.5.3 achieve a top 30 ranking based on its combined Technical and Financial score. GLA reserves the right to award places on LDP2 to up to a maximum of 30 Tenderers; and**
  - 4.5.4 Continue to satisfy the requirements of the SQ.**
- 4.6 Table 2 shows the percentage weighting allocated to each question.
- 4.7 Tenders will be checked to ensure that they contain complete responses to all questions, and fully comply with the instructions set out herein before being evaluated. GLA reserves the right to reject any incomplete Tender and disqualify the Tenderer.
- 4.8 Evaluation will only take place on the information submitted by Tenderers.
- 4.9 Tenderers should not assume that the GLA has any prior knowledge of their capabilities when submitting their response.

**Table 2 – Evaluation Weightings**

<b>Submission</b>	<b>Category weighting</b>	<b>Question</b>	<b>Overall ITT Weighting</b>	<b>Minimum Threshold Score</b>
Selection (SQ) criteria revisited	Pass/Fail	Selection (SQ) criteria	Pass/Fail	Pass
Commercial	Pass/Fail	Acceptance of the Contract Terms and Conditions (Form of Tender)	Pass/Fail	Pass
Technical	70%	Master planning approach	20%	9
		Planning strategy	10%	N/A
		Project management approach	10%	N/A
		Project delivery programme	5%	N/A
		Marketing, Sales and Letting Approach	2.5%	N/A
		Estate Management Approach	2.5%	N/A
		Project Health and Safety	5%	9
		Project Risk Assessment	5%	9
		Securing Funding and Financing for the Development	10%	N/A
Financial	30%	GLA Development Appraisal Summary	30%	Risk rating must be 0.75 or better.

- 4.10 The evaluation of Tenders is divided into the following four sections:

### **Commercial**

- 4.11 The completed and signed Appendix A (Form of Tender) makes up the Commercial Submission and requires confirmation that the Lead Party (and any Consortium Members) accept the terms and conditions of the Framework Agreement. The response will be scored with pass/fail criteria as follows:

Pass	Acceptance of the terms and conditions of the Framework Agreement
Fail	Non-Acceptance of the terms and conditions of the Framework Agreement

- 4.12 No changes, amendments or suggested alterations will be accepted to the terms and conditions of the Framework Agreement. Any such change or proposals will be ignored and will not be taken into consideration. Where a fail is allocated, GLA reserves the right to reject the Tender and disqualify the Tenderer.
- 4.13 Please note that the Framework Agreement will be tailored by the GLA to reflect the corporate characteristics of a successful Tenderer (the relevant provisions are currently square bracketed in the template Framework Agreement).

### **Declarations**

- 4.14 Each Tenderer (including each member of a Consortium) must complete and sign a Conflict of Interest Declaration and a Non-Collusion Declaration. These can be found at Appendices B and C respectively and are provided as a separate word documents "ITT Response Template 2" and "ITT Response Template 3" on the Portal. Failure to provide these may result in an Tender being rejected and the GLA may disqualify the Tenderer.

### **Technical**

- 4.15 Responses to requirements 1 - 10 in Appendix E make up the Technical Submission and have a total weighting of 70%.
- 4.16 Each requirement is allocated a separate weighting as shown in Table 2 and responses will be scored in accordance with the evaluation methodology as indicated for each requirement in Appendix E.

- 4.17 A minimum score of 9 must be achieved on Master Planning Approach (Requirement 1), Project Health and Safety (Requirement 8) and Project Risk Assessment (Requirement 9). If a Tenderer does not achieve these thresholds, the GLA reserves the right to disqualify the Tenderer.

#### **Financial**

- 4.18 The response to Appendix F makes up the financial submission and has a total weighting of 30%.
- 4.19 Tenders will be scored in accordance with the evaluation methodology as indicated in Appendix F.
- 4.20 Please note that where a Tenderer's response does not achieve a risk score of '0.75' (Mid Level of Risk) or better, the GLA reserves the right to disqualify the Tenderer and reject their Tender, or award zero marks for the financial submission.

## **5. Notice to Applicants**

### **Freedom of Information**

- 5.1 The Lead Party should be aware that this ITT and any response to this ITT may be disclosed under the Freedom of Information Act 2000 or the Environmental Information Act 2004.
- 5.2 In relation to this ITT, Tenderers shall provide all assistance reasonably requested by the GLA to ensure that the GLA complies with the Freedom of Information Act 2000 (FOIA) and/or the Environmental Information Regulations 2004 (EIR) and all related or subordinate legislation.
- 5.3 If requested to do so, the GLA and its subsidiaries are obliged by law under FOIA/EIR to supply the public with information relating to all areas of its work and are under a duty to operate with openness and transparency unless an exemption applies.
- 5.4 The GLA shall be responsible for determining whether requested information is exempt information under the FOIA/EIR and for determining what information will be disclosed in accordance with the legislation. Further information is available from <https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information>

### **Equality and Diversity**

- 5.5 The GLA is committed to proactively encouraging diverse suppliers to participate in its procurement processes for goods, works and services. It will provide a level playing field of opportunities for all organisations including Small and Medium Enterprises and Black, Asian and Minority Ethnic businesses and other diverse suppliers. Consistent with its obligations as a Best Value authority and in compliance with EU and UK legislation, GLA's procurement process will be transparent, non-discriminatory and proportionate in the selection of its suppliers. The GLA will actively promote diverse suppliers throughout its supply chains.
- 5.6 The GLA expects that the Panel Members will have in place and will implement policies to promote these principles.

### **Responsible Procurement**

- 5.7 The GLA Group has defined 'Responsible Procurement' as the purchase of goods, works and services in a socially and environmentally responsible way that delivers value for money to the contracting authority and benefits to the people of London.
- 5.8 The GLA encourages its suppliers, and those companies interested in tendering for its contracts to undertake their activities in line with these principles.
- 5.9 GLA (via TfL) will proactively conduct its procurement process in line with the GLA Group's Responsible Procurement Policy. Following its obligations to derive social, economic and environmental benefits for London and Londoners, and in compliance with EU and UK legislation, GLA is committed to applying these principles in its procurement of goods, works and services, where the required criteria for performance and cost effectiveness can be met. GLA will actively promote 'Responsible Procurement' throughout its supply chain.

- 5.10 GLA expects its suppliers to have in place and implement policies to promote these principles.

### **Disclaimer**

- 5.11 Neither the receipt of this document by any person, nor the supply of any information is to be taken as constituting the giving of investment advice by GLA or any of its advisers to any Lead Party.
- 5.12 Information provided does not purport to be comprehensive or verified by GLA or its advisers. Neither GLA nor its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in the ITT documents.
- 5.13 No representation or warranty, express or implied, is or will be given by GLA or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in the ITT or on which the ITT is based. Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed but nothing in this ITT shall exclude or restrict liability for fraudulent misrepresentations.
- 5.14 GLA reserves the right without prior notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. In particular, GLA reserves the right to issue clarifications to Lead Parties providing further information or supplementing and/or amending the procurement process for this ITT. In no circumstances shall GLA incur any liability in respect of any changes. This will be subject to the requirements of public law, the UK and EU procurement rules and the Treaty on the functioning of the European Union (TFEU) rules and general principles.
- 5.15 Direct or indirect canvassing of the Mayor, any members of the Greater London Authority, employees, directors, board members, agents and advisers of GLA and any of its subsidiaries by any person concerning this procurement process and any attempt to procure information from any of the foregoing may result in the disqualification of the Tenderer from consideration.
- 5.16 GLA reserves the right without prior notice to terminate the procurement process without awarding the Framework Agreement at any time.
- 5.17 GLA reserves the right to award the Agreement in whole or in part or not at all.

### **Good Faith**

- 5.18 In submitting a response to this ITT, Tenderers undertake to act in good faith and will not at any time communicate to any person (other than GLA, its advisers or third parties directly concerned with the preparation or submission of its response) the content (or approximate amount) or terms (or approximate terms) of its Tender.
- 5.19 In submitting a response to this ITT, the Lead Party undertakes that the principles described in this section have been, or will be, brought to the attention of all consortium members, sub contractors, and associated companies which are or will be providing services or materials connected with the Tender.

### **Accuracy of Information**

- 5.20 In submitting Tenders, the Lead Party undertakes that:
- 5.20.1 all information provided to the GLA is true, accurate and not misleading and that all opinions stated in any part of a response are honestly held and that there are reasonable grounds for holding such opinions;
  - 5.20.2 any matter that arises that renders any of such information untrue, inaccurate or misleading will be brought to the attention of the GLA immediately.

### **Intellectual Property Rights**

- 5.21 All intellectual property rights in this ITT and in the information contained or referred to in it shall remain the property of GLA and/or third parties, and Tenderers shall not obtain any right, title or interest therein.

### **Conflict of Interest**

- 5.22 GLA actively seeks to avoid conflicts of interest and reserves the right to reject a Tenderer where it perceives an actual or potential conflict of interest. The Lead Party must advise and discuss all potential or actual conflicts of interest with the TfL Commercial Lead prior to submission of its Tender.
- 5.23 If any conflict of interest or potential conflict of interest between an Tenderer, their advisers, GLA's advisers or any combination thereof becomes apparent to it, the Lead Party shall inform GLA immediately. In such circumstances, GLA shall, at its absolute discretion, decide on the appropriate course of action. If the GLA becomes aware of any conflict of interest that a Tenderer has not declared to GLA, the Tenderer may be disqualified from the procurement process.

### **Selection of Panel Members**

- 5.24 Before selecting a Lead Party as a Panel Member, GLA reserves the right to re-check and confirm:
- 5.24.1 their financial standing (as well as that of any consortium member, significant entity or parent company/guarantor); and/or
  - 5.24.2 their qualifications and resources, including verifying all or part of their Tender, in the context of any changes that may have occurred since the SQ.

### **Data Transparency**

- 5.25 The UK government has announced its commitment to greater data transparency. Accordingly, the GLA reserves the right to publish its tender documents, contracts and data from invoices received. In so doing, the GLA may at its absolute discretion take account of the exemptions that would be available under the FOIA and EIR.

## **Change in Circumstance**

- 5.26 GLA reserves the right to revisit the responses to any Standard Selection Questions asked in the SQ to ensure that any changes to a Tenderer's circumstances are taken into account during the ITT evaluation. Lead Parties are required at all times during this procurement process to inform GLA of any changes to their circumstances which may impact on their response to the Standard Selection Questions in the SQ, their selection or their suitability to tender. Tenderers may be rejected from the evaluation process, where a Lead Party subsequently fails a Standard Selection Question criterion due to a change in circumstance. The Lead Party must confirm in its response to the Form of Tender (Appendix A) that there has not been a material change to information provided at SQ which may impact on its (and if applicable, its Consortium Members') eligibility to tender.
- 5.27 Failure to disclose all material information (facts that GLA regard as likely to affect the evaluation process), or disclosure of false information at any stage of this procurement process may result in ineligibility for award.

## Appendix A: Form of Tender

I confirm and accept that:

- The information provided in the Invitation to Tender (ITT) document for London Development Panel 2 was prepared by Greater London Authority (“GLA”) in good faith. It does not purport to be comprehensive or to have been independently verified. Neither the GLA nor any member of the GLA group has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to, the information contained in the Invitation to Tender document or on which such documents are based or with respect to any written or oral information made or to be made available to any interested Supplier or its professional advisers, and any liability therefore is excluded;
- I will continue to comply with Section 5 ‘Notice to Lead Parties’ of the ITT;
- There has not been a material change to the information I provided at selection stage (SQ) which may impact on my eligibility to tender;
- Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. The GLA has the right, without prior notice, to change the procedure for the competition or to terminate discussions and the delivery of information at any time before the signing of any agreement;
- The GLA reserves the right to award the contract for which ITT Applications are being invited in whole, in part or not at all;
- This tender shall remain open for acceptance by GLA and will not be withdrawn by us for a period of 6 months from the date fixed for return;
- The information provided by us is true and accurate.

Please complete the following box to provide confirmation that you agree to the terms and conditions of the Framework Agreement. Non-acceptance of the terms and conditions will mean that you will fail the Commercial Submission section.

If the GLA offers a Framework Agreement in the belief that a Tenderer’s bid is compliant and the Tenderer then attempts to negotiate alternative conditions the GLA may withdraw its offer.

### Please complete the following

I accept the Conditions of the Framework Agreement attached to this ITT.	
Name:	
Role:	
For and on behalf of (company name):	
Telephone:	
Email:	
Signature:	

Please provide details below for two contacts within the Lead Party's organisation who can be contacted and alerted when mini-competitions are launched under LDP2. Please note that this is the only means by which GLA, and other Contracting Authorities, will alert Panel Members to mini-competitions so it is important that these contacts are kept fully up to date. Where the Panel Member is a Consortium, it is the responsibility of the Lead Party to alert the Consortium Members.

<b>Contact 1</b>	
Name:	
Role:	
Email:	
Telephone:	

<b>Contact 2</b>	
Name:	
Role:	
Email:	
Telephone:	

## Appendix B: Conflict of Interest Declaration

In responding to the questions below the signatory is to include in its consideration of any matters, private interests or relationships which could or could be seen to influence any decisions taken or to be taken, or the advice you are giving to Greater London Authority, or that may result in an adverse impact on competition for the purposes of this procurement.

The types of interests and relationships that may need to be disclosed include investments, shareholdings, trusts or nominee companies, company directorships or partnerships, other significant sources of income, significant liabilities, gifts, private business, employment, voluntary, social or personal relationships that could, or could be seen to impact upon your responsibilities and existing or previous involvement that could create a potential, actual or perceived conflict.

If response is yes to any of the questions below please provide full details as a separate attachment

Questions	Yes / No
Are you affiliated or otherwise connected (e.g. in joint venture whether incorporated or unincorporated, partnership, alliance or as a sub-contractor/sub-consultant) with any firm that supplies products, works or services to GLA or is currently tendering to do so?	
In the past 12 months, to the best of your knowledge, has any member of your organisation or your supply chain had any direct or indirect involvement (by way of trading, sharing information, participating in industry for or jointly delivery goods/works/services) with any other company acting as a supplier to GLA?	
At any time in the past 12 months, to the best of your knowledge, has any member of your organisation or supply chain received any gift (other than promotional items) or hospitality from a supplier or employee to GLA?	
At any time in the past twelve months, have you or anyone from your organisation or supply chain given any gift (other than promotional items) or hospitality to an employee of GLA?	
Is there any occasion where you or members of your organisation or supply chain may use GLA resources (equipment, space, supplies or paid individuals) in performing paid or unpaid activities for organisations other than GLA?	
Are there any other activities not reported under the previous questions that may give rise to a conflict of interest with respect to their work with GLA e.g. through personal or working relationships with current or former employees or through prior employment with GLA or third party suppliers or in connection with the London Development Panel 2?	

I, as representative of all companies associated with the Tenderer's submission, hereby confirm that I have read and understood the above statements and that I will make full disclosure of interests, relationships and holdings that could potentially result in a conflict of interest.

I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify GLA promptly and no later than 5 working days of becoming aware of such information and undertake to take such action as GLA may reasonably direct.

I accept the Conditions of the Framework Agreement attached to this ITT.	
Name:	
Role:	
For and on behalf of (company name):	
Telephone:	
Email:	
Signature:	

## Appendix C: Non-Collusion Declaration

### Declaration

I / We declare that:

We have submitted a bona fide response to the GLA's ITT and that I / we have not fixed or adjusted any responses or information provided in accordance with any agreement with any other person.

I / We have not done and I / we undertake that I/ we will not do at any time before the contract is awarded:

- Communicate to a person other than the person calling for these 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 tenders;
- Enter 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; or
- Offer or pay or give or agree to pay 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 London Development Panel 2.
- Any act or thing of the sort described above.

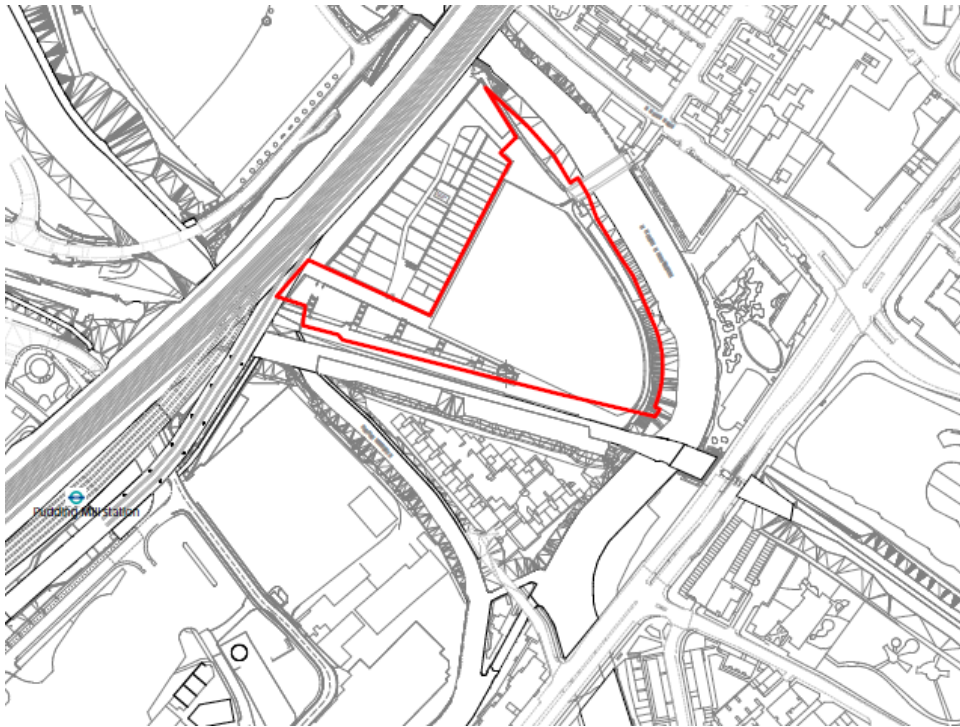
I/ We agree that the terms of the above declaration will form part of any contract with GLA, their servants or agents resulting from the acceptance of my / our tender and that any breach of this declaration and undertaking will be deemed to be a breach of that contract entitling GLA, their servants or agents to determine my / our employment under that contract.

I accept the Conditions of the Framework Agreement attached to this ITT.	
Name:	
Role:	
For and on behalf of (company name):	
Telephone:	
Email:	
Signature:	

## Appendix D – Case Study Brief

# Bridgewater Triangle

## LDP2 Case Study Brief



### NOTE:

The information contained within this Case Study Brief, for the most part, provides an accurate representation of the site and the existing outline planning consent in place. However, some information has been modified or assumed for the sole purpose of this Case Study. In this respect, where a contradiction with the planning consent exists, the information contained within this document should be taken into account.

For the avoidance of doubt, the information contained within this Case Study Brief does not represent the London Legacy Development Corporation's development strategy for the site nor for Queen Elizabeth Olympic Park.

## Contents

Introduction	29
Bridgewater Triangle and the Surrounding Area	31
Vision	36
Planning Context	37
Landowner Requirements	44
Assumptions	46

# **1. Introduction**

- 1.1. The following development opportunity has been identified jointly by the GLA and the London Legacy Development Corporation (LLDC) as a hypothetical case study, for the purposes of the LDP2 ITT.
- 1.2. Bridgewater Triangle, which is owned freehold by LLDC, is an attractive 2.271 hectare development site, a few minutes' walk from Stratford city centre and the Queen Elizabeth Olympic Park (QEOP) in the east of London. The site benefits from an extant outline planning consent and offers an exciting opportunity to bring forward a high quality residential-led scheme which integrates into the wider local context and capitalises on the site's assets.
- 1.3. It should be assumed that LLDC is running a mini-competition to appoint a development partner through LDP2 to deliver residential-led development on the site. To participate in this ITT, Tenderers are required to prepare and submit proposal to deliver a residential-led scheme on the site, in line with the requirements of this Case Study Brief as well as the requirements in Appendices E and F.
- 1.4. Tenderers should assume that the winning bidder would be appointed as developer for the site and would enter a development agreement with LLDC to deliver the scheme, conditional on achieving planning permission, securing development finance and making a payment to LLDC for the land. Once unconditional, the developer would be granted a building lease of sufficient length to build the scheme. Upon completion, the developer would be granted a long-term interest in the land to enable them to sell on the units. The developer would be responsible for planning and delivery risk.
- 1.5. The land owner's requirements and a range of assumptions for the bid are set out in sections 5 and 6 of this Brief. Tenderers must meet these requirements and adopt these assumptions in their bid. Bids should be structured to directly respond to the technical and financial requirements in Appendices E and F of the ITT and follow the order and the word/page limits set out in these Appendices.
- 1.6. The requirements in Appendices E and F seek to draw out Tenderers' site specific approaches to the following aspects of the development process as well as the rationale for their choice of strategy:
  - Masterplanning;
  - Planning;
  - Project management;
  - Project risk assessment;
  - Project delivery programme;
  - Project health and safety;
  - Marketing and sales;
  - Aftercare and management;
  - Securing funding and financing for the development.

- 1.7. Applicants are also required to prepare a development appraisal of their scheme which identifies a Residual Land Value, payable to LLDC upon grant of the building lease.

## 2. Bridgewater Triangle and the Surrounding Area

### Queen Elizabeth Olympic Park

- 2.1. Prior to the 2012 Olympic Games, the QEOP was an area of contaminated, low grade and underutilised industrial land. The Games brought enhanced transport and social infrastructure, new homes, new business space, world class sporting venues and facilities, and the largest urban shopping centre in Europe to Stratford.
- 2.2. Following the Games, the LLDC was formed in April 2012 as a Mayoral Development Corporation to continue the regeneration of QEOP. Since then, LLDC has overseen major transformation:
  - All of the permanent venues from the Games have continued to host high profile events, attracting significant visitor numbers to the park;
  - The physical transformation of QEOP from a Games-time venue into a visitor destination;
  - Developers have been appointed for three of the five residential neighbourhoods (Chobham Manor, East Wick and Sweetwater). Building has commenced at Chobham Manor, with the first homes now occupied and the first school open;
  - More than 11,000 people have worked on the park since the end of the Games, including over 200 young apprentices. More than 25% of the construction workforce was recruited from the neighbouring boroughs.

### Pudding Mill Lane

- 2.3. Pudding Mill Lane (PML) is an 8.4 hectare brownfield site located between QEOP to the north and Stratford High Street to the south. It is immediately bounded by the Waterworks River to the northeast and Bow Back River to the southeast, with the Great Eastern Railway viaduct to the north and Cooks Road to the west. Since the 19<sup>th</sup> century, PML has had a distinctly industrial character whose name 'Pudding Mill' is supposedly derived from an ancient mill on the site, shaped like a pudding bowl.
- 2.4. Although Pudding Mill's influence as an industrial zone has dwindled, fragments of the area's heritage remain evident today. A number of older industrial buildings can still be found in the area which vary in height from low-rise sheds to 4-storey brick structures. Together they define the character of the area with their robust and industrial appearance.



*Marshgate Lane*

2.5. The City Mill River and the Greenway pedestrian route form a natural division within the site, creating two distinct plots that have been termed Pudding Mill and Bridgewater Triangle. These plots are at different levels but are connected via a pedestrian/cycle route off the Greenway and have two separate means of vehicular access. Both sites are largely vacant.

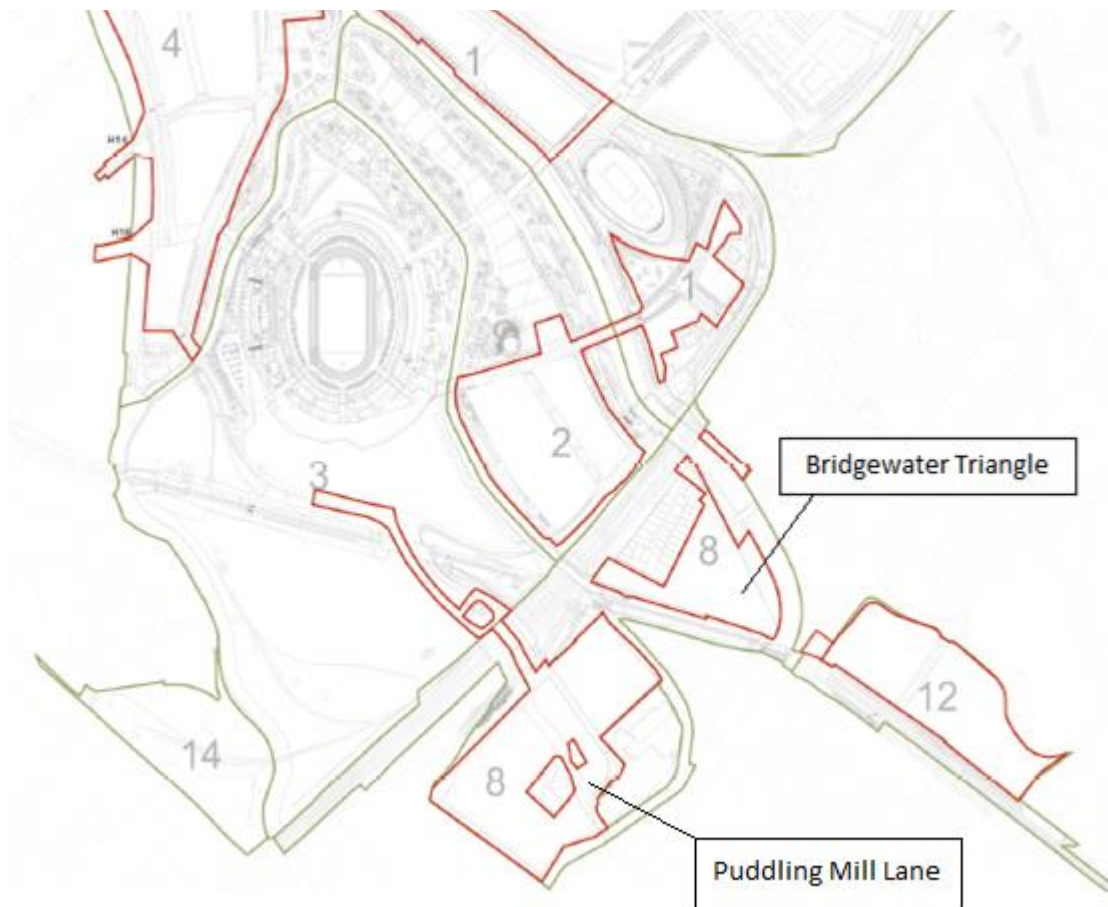
2.6. The natural division of the site presents an opportunity to create two distinct, yet interconnected neighbourhoods: a vibrant urban neighbourhood at Pudding Mill defined by a new local centre and a more domestic and relaxed neighbourhood at Bridgewater Triangle.

2.7. PML is shown as plot 8 in Figure 2 below, with Bridgewater Triangle forming the eastern end of the neighbourhood.



*Waterworks Canal*

Figure 2 – Pudding Mill Lane and Bridgewater Triangle



### **Bridgewater Triangle**

- 2.8. Bridgewater Triangle is approximately 2.271 hectares and is owned freehold by the LLDC. A .DWG red line plan of the site can be found on the Portal.
- 2.9. The site is former industrial land and is cleared of permanent structures. Formed of hardstanding, it is largely flat, rising gently from the north-east corner to the south, with the only significant changes of levels at the river's edge.
- 2.10. The site is characterised by its industrial heritage and its riverside location which provides an attractive frontage and break in the urban form.
- 2.11. At present, the site is partially occupied by Crossrail which is using the land to store materials for the project. No public right of way currently exists across the site but pedestrian access along the perimeter of the site alongside the river is provided and controlled according to the works programme.

### **Waterworks River**

- 2.12. The physical extent of Bridgewater Triangle is bounded to the northeast and southeast by the Waterworks River which provides separation from the high-rise development on the opposite bank. A tow path follows the line of the river around Bridgewater Triangle and a similar riverside walk is provided on the opposite bank giving pedestrian access to the water and natural surveillance.

### **Greenway**

- 2.13. The Greenway borders the site to the south and southwest. The Greenway is an elevated public walkway and cycle route (no vehicular access) which sits above the Northern Outfall sewer that runs between Victoria Park and Beckton. The sewer structure is capable of servicing the site but forms an impenetrable barrier because of its elevated height.
- 2.14. Access on to the Greenway is from Stratford High Street in the south. It forms a linear park through Pudding Mill Lane and is part of the Jubilee Greenway, a 60km long route that links all of the major sporting venues for the London 2012 Games.

### **Allotments**

- 2.15. A private allotment directly borders the site to the north west and creates a barrier between Bridgewater Triangle and the raised viaduct for the DLR and Crossrail routes, known as the Great Eastern Railway Corridor. The allotments are managed by the Manor Gardening Society who have a 40 year lease of the land (ending in 2055) with individual tenants taking ownership of the 50 plots.

### **Access**

- 2.16. Vehicular access to the site is across a single lane road bridge (Bridgewater Road). The road bridge is in poor repair and would need to be replaced as part of the redevelopment of the site. When preparing their bids, Tenderers should assume that the capital cost of delivering a new road bridge is £10,000,000 and assume that grant funding has been provided to meet this cost. The new bridge will need to have capacity within its structure to deliver utilities across the river and into the site
- 2.17. The site enjoys good pedestrian access via the existing road bridge, the Greenway and one of two tow paths which pass underneath the railway viaduct in each corner of the site giving four points of ingress/egress to the site on foot/cycle. QEOP and Stratford city centre can be reached on foot in 10 minutes via the two walkways under the railway viaduct. It should be assumed that upgrades to these walking routes would not be required when the site is developed.
- 2.18. The site benefits from the nearby Pudding Mill Lane DLR on the Stratford/Lewisham branch, providing direct trains to Canary Wharf and onward connections via Stratford. Stratford station is within walking distance of the site and provides access to London Underground, Overground, HS1, TfL Rail and in due course, CrossRail services.
- 2.19. A number of bus routes also serve Stratford High Street which is within easy walking distance to the south of the site.
- 2.20. The PTAL rating varies significantly across the site. For the purposes of this Tender please assume the whole site has a PTAL rating of 6.

### **Infrastructure**

- 2.21. The site benefits from QEOP's district heating network which already passes the site and it is expected that the network will be utilised when the site is developed.
- 2.22. As noted, the Northern Outfall Sewer runs alongside the site and can also be utilised by new development.
- 2.23. The site is served by electricity and mains water, with capacity available to support new development.
- 2.24. No gas services are currently available at the site.

### **Contamination**

- 2.25. Historic arsenic contamination affects PML and Bridgewater Triangle. Bidders should assume there is a remediation cost of £2,000,000 to remove historic arsenic contamination from the site.

### 3. Vision

- 3.1. LLDC's vision for the PML neighbourhood is to create a new residential neighbourhood with a vibrant Local Centre at its heart, which maximises local residential capacity and employment opportunities.

*A quirky, hidden new neighbourhood along the Greenway south of the Stadium, Pudding Mill will be the Park's most varied new community. New homes along the water's edge will sit alongside older buildings and new studios and workshops inspired by the area's craft heritage.*

- 3.2. Bridgewater Triangle will be redeveloped for primarily residential development with supporting ancillary uses. It is vital that the development meets local housing need and provides a high-quality environment with a range of building types that reflect the urban character of the site.
- 3.3. The high-level objectives for the redevelopment of both PML and Bridgewater Triangle are to deliver:
- A neighbourhood mixing a range of residential and employment uses: development will integrate residential and commercial uses in a wide range of building types. It will mediate between the character of high density and high-rise residential development on Stratford High street and the industrial heritage and current character of the area;
  - A neighbourhood embedded within its immediate context: development will engage with its immediate context in use, scale, massing and appearance and extend existing and proposed public routes and open spaces into the neighbourhood, connecting it to Stratford, Bow, Sugar House Lane, QEOP and beyond;
  - A permeable block structure defined by lanes and yards: development will emphasise the application of an informal public realm typology formed by sequences of yards and lanes which characterise the physical texture of neighbouring industrial areas;
  - Overlooking public routes: development will clearly address and overlook existing towpaths, underpasses and public routes that cross through PML;
  - Providing natural surveillance over the waterways: development will positively address the waterways;
  - Flexibility of use: development will be distinguished by its adaptability to business uses as well as residential accommodation to ensure the area's capacity for future change;
  - Varied informal character and solid qualities of facades: development will be characterised by the use of generally natural and robust exterior materials to capture the solid appearance of areas with an industrial character.

## 4. Planning Context

### The Legacy Communities Scheme

- 4.1. LLDC is the local planning authority for the site. The “Legacy Corporation Planning Boundary” includes parts of the London Boroughs of Hackney, Newham, Tower Hamlets and Waltham Forest: <http://www.queenelizabetholympicpark.co.uk/planning-authority/planning-area-map>
- 4.2. The long-term vision for PML, and therefore Bridgewater Triangle, is established in the Legacy Communities Scheme (LCS) which is the outline planning consent, masterplan and planning framework for the zoned, long term, mixed-use development of QEOP and the surrounding neighbourhoods. The LCS was approved on 26 June 2012 (11/90621/OUTODA). On 11 August 2014 an application (ref. 14/00036/VAR) was approved to vary the original LCS permission to facilitate accelerated delivery of Eastwick and Sweetwater.
- 4.3. PML, which includes Bridgewater Triangle, is identified as **Planning Delivery Zone 8 (PDZ 8)** in the LCS.
- 4.4. The LCS planning application and supporting documents can be obtained via the LLDC website: <http://www.queenelizabetholympicpark.co.uk/our-story/transforming-east-london/legacy-communities-scheme>
- 4.5. Applicants should review the LCS and, in particular, review the following key documents in relation to PDZ 8:
  - The LCS Regulation 22 and Additional Information Submission, Revised Development Specification and Framework, February 2012
  - The LCS Revised Design Codes, *Site Wide*, Regulation 22 and Additional Information Submission, February 2012
  - The LCS Revised Design Codes, *PDZ8*, Regulation 22 and Additional Information Submission, February 2012
  - The suite of Plans for PDZ 8, February 2012<sup>1</sup>
  - The LCS Revised Design and Access Statement, Regulation 22 and Additional Information Submission, February 2012

---

<sup>1</sup> To access the suite of LCS Plans for PDZ 8 please follow this link, select the documents tab and enter “PDZ8” into the document search box:

<http://planningregister.londonlegacy.co.uk/swift/apas/run/WPHAPPDETAIL.DisplayUrl?theApnID=11/90621/OUTODA&backURL=%3Ca%20href=wphappcriteria.display?paSearchKey=30163%3ESearch%20Criteria%3C/a%3E%20%3E%20%3Ca%20href=%27wphappsearchres.displayResultsURL?ResultID=49165%26StartIndex=1%26SortOrder=APNID%26DispResultsAs=WPHAPPSEARCHRES%26BackURL=%3Ca%20href=wphappcriteria.display?paSearchKey=30163%3ESearch%20Criteria%3C/a%3E%27%3ESearch%20Results%3C/a%3E>

- 4.6. These documents can be found via the LCS web link above and are also provided on the Portal (other than the suite of PDZ8 plans).

### Planning Delivery Zone 8

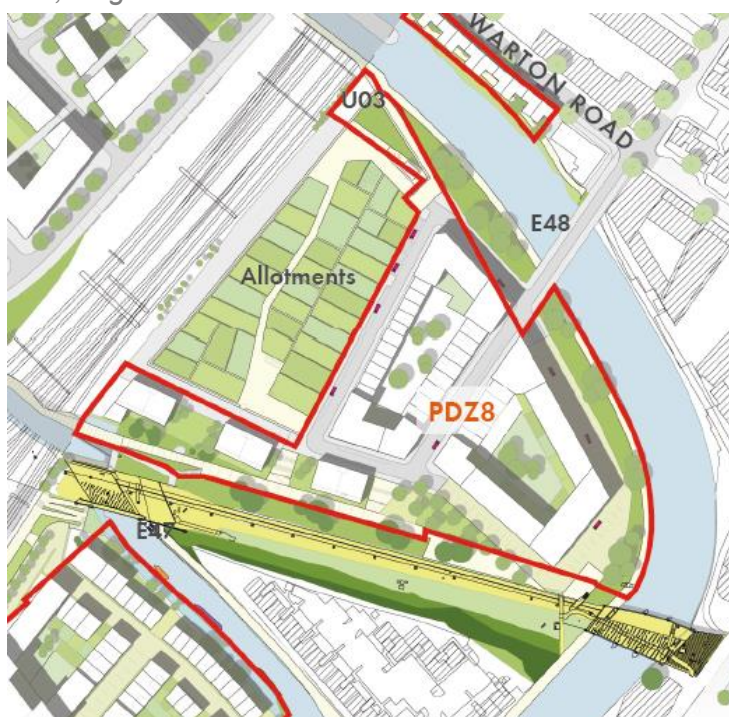
- 4.7. The LCS identifies PDZ 8 as a new residential-led neighbourhood, supported by a core of employment and retail uses around Pudding Mill Lane DLR station. Within the residential floorspace provision there will be a mix of housing types and sizes which could provide up to **1,311** residential units, including up to 40 units of sheltered (C3) accommodation. Table 1 below shows the quantum and mix of uses permitted for PML **as a whole** as set out in the Revised Development Specification and Framework (February 2012).

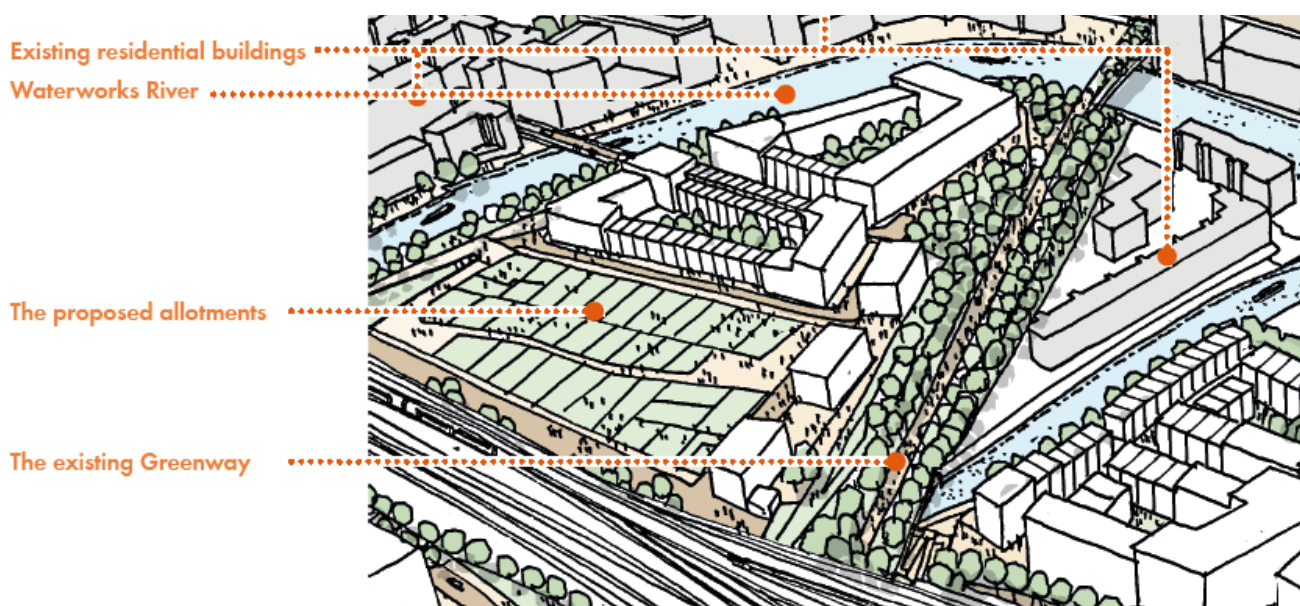
*Table 1 – Maximum GEA (sqm) by Use Class for PDZ 8*

Residential	Retail		Employment		Hotel	Leisure	Community Facilities	Student Accom	Max Floorspace
C3	A1/ A2	A3/ A4/ A5	B1a	B1b/ B1c	C1	D2	D1	C2	
118,290	1,200	1,500	23,791	12,158	0	169	1,482	0	<b>158,235</b>

- 4.8. More specifically, Bridgewater Triangle, which is identified as **Development Parcel 8.1**, is earmarked for predominately residential development. As shown in Figure 3 below, the illustrative masterplan envisages a series of stacked maisonettes along the Greenway with apartments arranged in blocks adjacent to the allotments and river edge.

*Figure 3 – Illustrative Masterplan of Development Parcel 8.1 - P550 - LCS Design and Access Statement, Regulation 22 and Additional Information Submission, February 2012*





4.9. The suite of Plans for PDZ 8 provides more detail on how development could be distributed and configured within PML. Of particular relevance for Bridgewater Triangle, the Revised Development Specification and Framework (February 2012) suggests that planning conditions for Development Parcel 8.1 should include:

- The residential floorspace should be distributed to provide a density of between 450 and 650 habitable rooms per hectare In Development Parcel 8.1. This equates to around **345** units, depending on the mix adopted;
- A site wide 35% affordable housing target with a 60:40 split (social rented: intermediate) is applied (subject to viability);
- A variety of housing types are also anticipated, with an indicative 42% Family Housing;
- At least 90% percent of the ground floor frontage and upper floor uses will be residential (C3);
- Development Parcel 8.1 maintains a uniform maximum frontage height of 28m along the eastern side and 24m to the western side. Within 8.1, the maximum height of built development is 31m AOD;

## Design Codes

4.10. The Revised LCS Site-Wide Design Code (February 2012) sets out overarching design principles for future development in QEOP and the surrounding neighbourhoods. The PDZ 8 Design Code (February 2012) provides more specific design requirements for PML and Bridgewater Triangle. Applicants should closely review both of these documents.

4.11. In relation to Bridgewater Triangle, the PDZ 8 Design Code stipulates:

- **Use** – Development Parcel 8.1 will comprise predominantly residential development. It may be appropriate to locate small scale non-residential uses (retail/leisure and community facilities in Classes A1 to A5, D1 and D2) near the entrance to the bridge (Bridgewater Road), in order to provide local amenities and community facilities;
- **Layout** - Building frontages will be established in accordance with the relevant Frontage and Building Heights Parameters Plans. Building dimensions fronting onto the Greenway shall not exceed 60m in length. The gaps between the resulting buildings shall be at least 10m;
- **Building Types** – 8.1 should comprise a mix of terraced houses, stacked maisonettes, terraced apartments and detached apartment buildings;
- **Street Width** – should be between 10 and 16m, depending on the nature of the street;
- **Block Arrangement** - Development should be laid out in at least 3 blocks with a minimum of 2 east-west walking routes through the site, connecting Warton Road to the Greenway and the wider PML area;
- **Height** - 8.1 maintains a uniform maximum frontage height of 28m along the eastern side and 24m to the western side. Within 8.1 the maximum height of built development is 31m above ordnance datum;
- **Open Space** – Plans for 8.1 should include a green amenity space, facing onto the Greenway. Plans for 8.1 should make a proportionate contribution to meeting the wider open space requirements for PDZ 8 which are as follows:
  - A minimum of 0.1ha of additional open space shall be provided within PDZ 8;
  - A minimum of 0.95ha of additional Biodiversity Action Plan priority habitat shall be provided within PDZ 8, through a combination of multifunctional greenspaces, biodiverse streetscapes and the built environment;
  - A minimum of 1,605 sqm of play space.
- **Facades** - the frontage character shall respond to the existing industrial buildings as well as to the new development in the area in appearance, colour, materiality, proportion and massing. Greenway and allotment frontages shall:
  - Clearly address the open space with balconies and openings overlooking public space and access routes to provide natural surveillance;
  - Avoid windowless elevations or walls;
  - Provide every dwelling with a view of the open space, maximising distant views;
  - Have formal building facades with a material composition that should be considered in relation to facades across the Greenway, and in PDZ 2 over the railway.

River frontages shall:

- address development on the opposite bank in scale and proportion;
- provide adequate privacy in habitable rooms, both in the proposed development and in existing buildings on the opposite bank;

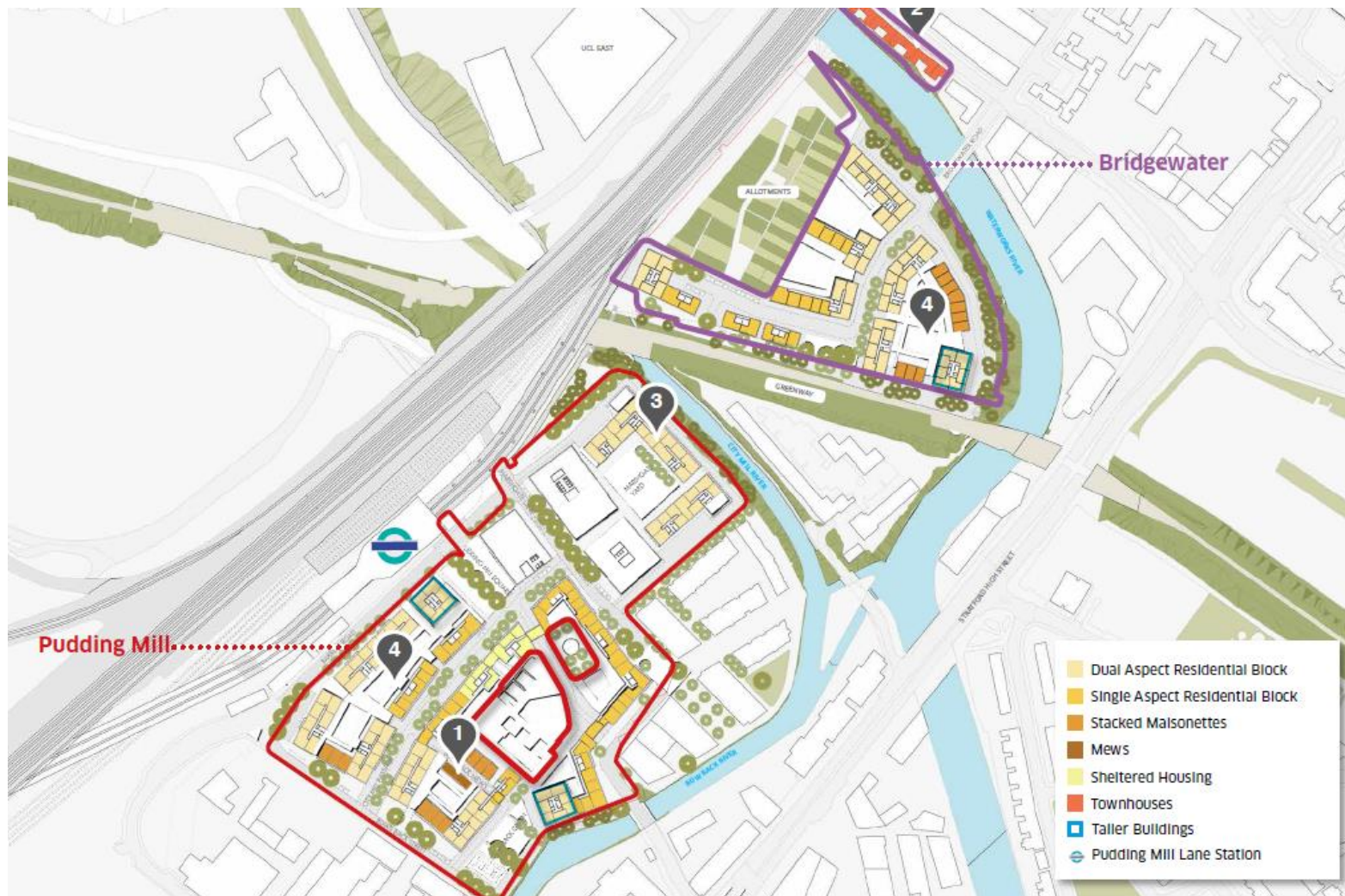
- avoid windowless elevations or walls;
- provide every dwelling with a view of the water;
- have frequent entrances from public routes along the river banks or generous back gardens where there is no public route;
- Public routes adjacent to waterways shall be lined with buildings fronts.

## Planning Revisited

- 4.12. As noted, the LCS planning application, which was approved in September 2012, is an existing outline planning consent for various sites within QEOP, including PML and Bridgewater Triangle. In total the LCS permits approximately 1,311 homes at PML, plus a range of employment floorspace, retail units and community facilities.
- 4.13. LLDC is now seeking to update the PML masterplan to increase the number of homes and help meet local need.
- 4.14. In summer 2016 it consulted on a revised masterplan for PML and Bridgewater Triangle the key components of which are as follows:
- High density residential development that contributes towards meeting local housing need, incorporating a range of housing typologies, **including up to 58,000 sqm of residential development (including ancillary facilities) on Bridgewater Triangle;**
  - At Bridgewater Triangle, the masterplan envisages a series of stacked maisonettes fronting onto the Greenway and riverside, with apartment blocks backing on to the allotments;
  - An average height of 6 storeys has been suggested across the site, with taller buildings incorporated throughout to foster legibility and create new local landmarks. A taller building is proposed on the eastern tip of Bridgewater Triangle;
  - A new local centre adjacent to PML DLR station – the focus of 36,000sqm flexible employment and 2,500sqm retail space in the new neighbourhood;
  - Ancillary leisure and social infrastructure which may include a crèche, GP surgery or gym;
  - Improved cycling and pedestrian connectivity, including along the river towpath and Greenway;
  - A renewed focus on providing quality, interconnected public open spaces within the new neighbourhood.
- 4.15. Further details can be found within the consultation document on LLDC's website and the indicative masterplan is included overleaf: [http://www.queenelizabetholympicpark.co.uk/-/media/lldc/pudding-mill/1343-pm-boards-a1\\_290716-web.ashx?la=en](http://www.queenelizabetholympicpark.co.uk/-/media/lldc/pudding-mill/1343-pm-boards-a1_290716-web.ashx?la=en)
- 4.16. At present, the 2016 revised masterplan does not have any formal planning status.

- 4.17. Applicants should also note that there is a recently adopted Supplementary Planning Guidance for Pudding Mill Lane (March 2017). This SPG builds upon the LCS and the existing design codes to provide an updated vision and development parameters for the western end of PML, **excluding Bridgewater Triangle**. Although the SPG does not directly affect Bridgewater Triangle, it is an important document in setting the direction of travel for PML and the context in which Bridgewater Triangle will come forward. The SPG can be found here: [http://www.queenelizabetholympicpark.co.uk/-/media/lldc/planning/supplementary-planning-documents/pudding-mill-lane-october-2016/pm-spd-adopted\\_spreads.ashx?la=en](http://www.queenelizabetholympicpark.co.uk/-/media/lldc/planning/supplementary-planning-documents/pudding-mill-lane-october-2016/pm-spd-adopted_spreads.ashx?la=en)

Figure 4 – Illustrative Revised Masterplan, Summer 2016



## 5. Landowner Requirements

- 5.1. Tenderers should assume that LLDC is bringing Bridgewater Triangle forward for development via an LDP2 mini-competition.
- 5.2. Tenderers should review the extant LCS planning consent and associated Design Codes as well as LLDC's 2016 consultation masterplan and the higher density development proposals for Bridgewater Triangle as referred to above.
- 5.3. Tenderers should assume that LLDC is open to considering a range of residential-led proposals for the site. Tenderers are asked to prepare a single, considered, viable and deliverable scheme for the site which takes advantage of the opportunities presented by the site whilst striking an appropriate balance between density and design quality.
- 5.4. Given the pressing demand for housing in the capital, proposals may seek to optimise unit numbers, density and/or building height to deliver housing which meets local needs. Proposals may therefore be at a higher density and/or height, in a different layout and of different typologies than those identified in the extant LCS consent and Design Codes. Deviations from the principles in these codes must be identified and robustly justified.
- 5.5. All proposals must clearly demonstrate:
  - High levels of design quality;
  - High levels of amenity for future residents;
  - Respect and responsiveness to the existing urban setting and plans for the wider PML area;
  - Deliverability from a planning perspective – proposals must have a realistic chance of achieving a planning consent on the first attempt.
- 5.6. Proposals must also meet the following requirements:
  - Proposals should be for residential-led development;
  - The tenure split of the residential element should be as follows:
    - Private sale – 1/3
    - Private rented accommodation – 1/3
    - Affordable housing – 1/3 (of which 25% should be London Affordable Rent and 75% London Shared Ownership)<sup>2</sup>
  - Proposals should embody the design principles for PDZ 8 as set out in the revised site-wide design codes and the revised PDZ 8 design codes. Deviations from the principles in these codes must be clearly identified and robustly justified;
  - The space standards contained within the London Plan<sup>3</sup>;

---

<sup>2</sup> Definitions of London Affordable Rent and London Shared Ownership can be found in the GLA's *Affordable Homes Programme 2016 – 2021 Funding Guidance*:  
<https://www.london.gov.uk/sites/default/files/homesforlondoners-affordablehomesprogramme-fundingguidance.pdf>

<sup>3</sup> The latest space standards can be found in the Housing Standards Minor Alterations to the London Plan (2016):  
[https://www.london.gov.uk/sites/default/files/housing\\_standards\\_malp\\_for\\_publication\\_7\\_april\\_2016.pdf](https://www.london.gov.uk/sites/default/files/housing_standards_malp_for_publication_7_april_2016.pdf)

- Current London Plan sustainability standards;
- All non-residential buildings should be built to BREEAM “Excellent” standard;
- Proposals should include an appropriate amount of public open space and private amenity space;
- Proposals may include other, non-residential ancillary uses deemed appropriate in this location to support the development;
- Proposals should be deliverable and financially viable;
- Proposals should demonstrate a timely yet realistic delivery programme;
- Proposals must be structured to directly respond to the technical and financial requirements in Appendices E and F of this ITT and follow the order and the word/page limits as shown.

## 6. Assumptions

6.1. For the purpose of this ITT only, Tenderers should make the following assumptions when preparing their responses:

- Bridgewater Triangle is being brought forward now by LLDC for residential-led development through a LDP2 mini-competition;
- The site is vacant, cleared and ready for development;
- The winning bidder would be appointed as developer for the site and would enter a development agreement with LLDC to build their scheme, conditional on achieving planning permission, securing development finance and making a payment to LLDC for the land;
- Exchange of the conditional development agreement will be on 1<sup>st</sup> April 2018;
- The developer is responsible for obtaining planning permission and all other necessary consents for their proposed scheme;
- Once unconditional, the developer would be granted a building lease of sufficient length to build the scheme;
- Upon practical completion, a 250 year lease would be granted to the developer or management company;
- The winning developer will be required to pay LLDC for the land in one instalment upon the signing of the Building Lease. The sale will be subject to VAT;
- The developer would take on all planning risk and all delivery risk;
- The cost to replace the vehicular access bridge is fixed at £10,000,000 and grant funding is available to fund this. The grant funding is non-recoverable and will be paid in two instalments; £5,000,000 at start on site and £5,000,000 on the anniversary of this date;
- There is no other grant or other forms of public subsidy/ public loans available to fund the development;
- The new bridge will need to have capacity within its structure to deliver utilities across the river and into the site;
- Developers are required to procure a Registered Provider prior to start on site to take on the affordable units upon practical completion;
- There are no known title restrictions affecting the site. There is a standard exclusion zone bordering the length of the railway line to the west of the site to protect DLR and Network Rail infrastructure;
- Sufficient water supply and electricity supply are available;
- QEOP's district heating network which passes by the site should be utilised when the site is developed;
- Utilities locations and their easements do not currently reduce the developable area of the site;
- There is no gas supply to the site;

- Mayoral Crossrail CIL will be chargeable on the development<sup>4</sup>;
- LLDC CIL will also be chargeable on the development<sup>5</sup>;
- No additional S106 financial contributions will be required;
- There is a remediation cost of £2,000,000 to remove historic arsenic contamination from the site;
- The developer will take responsibility for all estate management, including health and safety requirements from the date of signing the Building Lease;
- The site has a PTAL rating of 6;
- The neighbouring allotment will remain in situ until their lease expires;
- The remainder of PML will be brought forward within the next 10 years in line with the LCS consent.

---

<sup>4</sup> Further information can be found at: <https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/mayoral-community-infrastructure-levy>

<sup>5</sup> Further information on the LLDC CIL can be found at: <http://www.queenelizabetholympicpark.co.uk/planning-authority/planning-policy/community-infrastructure-levies>

## Appendix E

### Technical Requirements

Tenderers are required to prepare a single residential led proposal for the Case Study site. Tenders should meet the requirements in the Case Study Brief, this Appendix E and Appendix F. Tenders should be structured to follow the order of the requirements below and follow the set word or page limits shown. Responses to the requirements in this Appendix E have a total weighting of 70%, broken down as shown in the table below. Responses will be scored using the scoring matrix for each requirement. If a Tenderer fails to meet the Minimum Scoring Thresholds, the Tender may be rejected.

	<b>Technical Requirements (70%)</b>	<b>Weighting</b>	<b>Minimum Threshold Score</b>
1	Master Planning Approach	20%	9
2	Planning Strategy	10%	N/A
3	Project Management Approach	10%	N/A
4	Project Delivery Programme	5%	N/A
5	Marketing, Sales and Lettings Approach	2.5%	N/A
6	Estate Management Approach	2.5%	N/A
7	Project Health and Safety	5%	9
8	Project Risk Assessment	5%	9
9	Securing Funding and Financing for the Development	10%	N/A

<b>1 - Master Planning Approach</b>	
<ul style="list-style-type: none"> <li>- Maximum 4 A4 sides of text, plus</li> <li>- Maximum 1 A4 side for the development schedule, plus</li> <li>- Maximum of 5 sides of A3 for plans and illustrations</li> </ul>	<b>20%</b>  <b>Minimum Threshold Score: 9</b>
<b>Response required</b>	<p>The GLA is committed to delivering high quality development that responds to the local context and capitalises on the opportunities offered by specific locations. Whilst the Case Study site benefits from an existing outline planning permission, there is an opportunity to review the consent and put forward a new, modified or optimised approach if considered appropriate. Tenderers are required to prepare a high-level master plan and design response for the Case Study Site. As a minimum, responses should include the following elements:</p> <ul style="list-style-type: none"> <li>a) A clear, single masterplan proposal for the site with supporting illustrations, massing diagrams and an explanation of the proposed scheme layout;</li> <li>b) A site analysis diagram with supporting narrative, highlighting the opportunities and constraints that have influenced the masterplan;</li> <li>c) An explanation of how the proposal's scale and layout responds to and makes best use of the site's features and characteristics;</li> <li>d) An explanation of how the proposal responds to and compliments neighbouring development and future plans for the wider Pudding Mill Lane area;</li> <li>e) A development schedule setting out the quantum of development and types of uses delivered in the proposal. This should match the information presented in the Financial Submission;</li> <li>f) A summary of the urban design principles and residential quality standards being applied (with reference to the Mayor's residential design standards set out in his Housing SPG 2016);</li> <li>g) A summary of how the proposal responds to and embodies the Mayor's Good Growth by Design agenda<sup>6</sup></li> <li>h) A reasoned justification for the chosen scheme density which demonstrates that the scheme is deliverable in planning terms.</li> </ul> <p>Please structure your response to follow the order of a – h above.</p>

A satisfactory response will cover each of the elements noted in a – h above. It will make best use of the site, embody sound master planning and design principles and provide a robust justification for the approach taken. Responses should robustly justify the height and density of the proposed scheme. Proposals which are not considered to embody sound master planning/ design principles, do not provide good levels of residential amenity and are not considered deliverable in planning terms will not meet the required scoring threshold for this question.

---

<sup>6</sup> A City for All Londoners, published in October 2016, set out the Mayor's response to that challenge, and his vision for 'Good Growth'. See [https://www.london.gov.uk/sites/default/files/city\\_for\\_all\\_londoners\\_nov\\_2016.pdf](https://www.london.gov.uk/sites/default/files/city_for_all_londoners_nov_2016.pdf)

Evaluation methodology	<p><b><u>25</u></b></p> <ul style="list-style-type: none"> <li>- All information requested is provided in a proposal that exceeds the GLA's expectations in all areas <b>and</b></li> <li>- Response is consistent with the rest of the Tender including that shown in the financial submission <b>and</b></li> <li>- Proposal embodies exceptional sustainable urban design principles <b>and</b></li> <li>- Proposal is of an exceptional design quality <b>and</b></li> <li>- Proposal fully addresses and responds to the site and neighbouring context <b>and</b> future plans for the area <b>and</b></li> <li>- The proposal is considered highly deliverable in planning terms.</li> </ul>
	<p><b><u>16</u></b></p> <ul style="list-style-type: none"> <li>- All information requested is provided in an integrated proposal that exceeds the GLA's expectations in one or more areas <b>and</b></li> <li>- Response is consistent with the rest of the Tender including that shown in the financial submission <b>and</b></li> <li>- Proposal embodies strong sustainable urban design principles <b>and</b></li> <li>- Proposal is of a high design quality <b>and</b></li> <li>- Proposal mainly addresses and responds to the site and neighbouring context <b>and</b> future plans for the area <b>and</b></li> <li>- The proposal is considered deliverable in planning terms.</li> </ul>
	<p><b><u>9</u></b></p> <ul style="list-style-type: none"> <li>- All key information requested is provided <b>and</b></li> <li>- Response is mostly consistent with the rest of the Tender including that shown in the financial submission <b>and</b></li> <li>- In the main, proposal embodies sustainable urban design principles <b>and</b></li> <li>- Proposal is of a reasonably good design quality <b>and</b></li> <li>- Proposal mainly addresses and responds to the site and neighbouring context <b>and</b> future plans for the area <b>and</b></li> <li>- The proposal is considered deliverable in planning terms, with only minor reservations.</li> </ul>
	<p><b><u>4</u></b></p> <ul style="list-style-type: none"> <li>- Most, but not all, information requested is provided <b>and/or</b></li> <li>- Response is partly inconsistent with the rest of the Tender <b>and/or</b></li> <li>- Proposal does not embody sustainable urban design principles <b>and/or</b></li> <li>- Proposal is of poor design quality <b>and/or</b></li> <li>- The proposal does not address the site and neighbouring context <b>and/or</b> future plans for the area <b>and/or</b></li> <li>- The proposal is not considered deliverable in planning terms.</li> </ul>
	<p><b><u>1</u></b></p> <ul style="list-style-type: none"> <li>- Significant areas of information requested are missing <b>and/or</b></li> <li>- Response is mainly or wholly inconsistent with the rest of the Tender <b>and/or</b></li> <li>- Does not embody sustainable urban design principles <b>and/or</b></li> <li>- The proposal is of very poor design quality <b>and/or</b></li> <li>- Proposal does not address the site and neighbouring context <b>and/or</b> future plans for the area <b>and/or</b></li> <li>- The proposal is not considered deliverable in planning terms.</li> </ul>

2 - Planning Strategy		
Maximum 2 sides of A4		10%
Response required	<p>Tenderers are required to prepare a strategy for achieving planning consent for their proposed scheme.</p> <p>The response should include, but is not limited to:</p> <ul style="list-style-type: none"> <li>a) An explanation of the preferred planning strategy and the benefits of the proposed approach;</li> <li>b) A timeline for achieving planning permission;</li> <li>c) Explanation of three risks associated with the chosen planning strategy and how would they be mitigated; and</li> <li>d) Identification of the key stakeholders in the planning process and explanation of the approach to engaging with them, in particular local residents' groups.</li> </ul>	

*A satisfactory response will include the elements listed under a, b, c and d above. It will set out a clear, efficient and sensible process for securing planning permission for the proposed scheme. Three key risks and reasoned mitigation actions will be identified. A review of relevant stakeholders and how they will be engaged in the planning process will be included.*

Evaluation methodology	<u>25</u>	<ul style="list-style-type: none"> <li>- All information requested is provided in a proposal that exceeds the GLA's expectations in all areas <b>and</b></li> <li>- A clear and appropriate planning strategy, engagement strategy and timeline is proposed <b>and</b></li> <li>- Three risks and appropriate mitigations are identified <b>and</b></li> <li>- All relevant stakeholders are identified <b>and</b></li> <li>- Response is consistent with the rest of the Tender</li> </ul>
	<u>16</u>	<ul style="list-style-type: none"> <li>- All information requested is provided in an integrated proposal that exceeds the GLA's expectations in one or more areas <b>and</b></li> <li>- A clear and appropriate planning strategy, engagement strategy and timeline is proposed <b>and</b></li> <li>- Three risks and appropriate mitigations are identified <b>and</b></li> <li>- All relevant stakeholders are identified <b>and</b></li> <li>- Response is consistent with the rest of the Tender</li> </ul>
	<u>9</u>	<ul style="list-style-type: none"> <li>- All key information requested is provided <b>and</b></li> <li>- A mostly clear and appropriate planning strategy, engagement strategy and timeline is proposed with only minor reservations <b>and</b></li> <li>- Three risks and appropriate mitigations are identified <b>and</b></li> <li>- Most relevant stakeholders are identified <b>and</b></li> <li>- Response is mostly consistent with the rest of the Tender</li> </ul>
	<u>4</u>	<ul style="list-style-type: none"> <li>- Most, but not all, information requested is provided <b>and/or</b></li> <li>- Planning strategy, engagement strategy and timeline is partly unclear or inappropriate <b>and/or</b></li> <li>- Three risks and mitigations are not identified and/or are not appropriate to the context <b>and/or</b></li> <li>- Few relevant stakeholders are identified <b>and/or</b></li> <li>- Response is partly inconsistent with the rest of the Tender</li> </ul>
	<u>1</u>	<ul style="list-style-type: none"> <li>- Significant areas of information requested are missing <b>and/or</b></li> <li>- Planning strategy, engagement strategy and timeline is mostly unclear or inappropriate <b>and/or</b></li> <li>- Three risks and mitigations are not identified and/or are not appropriate to the context <b>and/or</b></li> <li>- Few or no relevant stakeholders are identified <b>and/or</b></li> <li>- Response is mainly or wholly inconsistent with the rest of the Tender</li> </ul>

### 3 - Project Management Approach

Maximum 2 sides of A4

10%

#### Response required

The GLA recognises that strong project management is key to successful delivery. Tenderers are required to set out a considered, project-specific approach for the coordination of its teams to deliver their proposed scheme from inception through to marketing, sales and ongoing estate management.

The response should include, but is not limited to:

- a) A description of the project management approach to be applied across the project life-cycle and justification for the proposed approach;
- b) A structure chart/organogram which illustrates the project team, consultants and sub-contractors and the management, governance and communication arrangements between them; and
- c) An explanation of how changes will be managed when they arise;
- d) Identification of key stakeholders in the delivery of the project and opportunities for engagement throughout the project lifecycle.

*A satisfactory response will include the elements listed under a – d above. The response will set out an appropriate approach to managing the delivery of the proposed scheme; from inception through to practical completion and ongoing estate management. The response will set out clear governance and communication structures.*

Evaluation methodology	<u>25</u>	<ul style="list-style-type: none"> <li>- All information requested is provided in a comprehensive proposal that exceeds the GLA's expectations in all areas <b>and</b></li> <li>- A clear and appropriate project management approach is proposed <b>and</b></li> <li>- All relevant stakeholders are identified <b>and</b></li> <li>- Response is consistent with the rest of the Tender</li> </ul>
	<u>16</u>	<ul style="list-style-type: none"> <li>- All information requested is provided in a comprehensive proposal that exceeds the GLA's expectations in one or more areas <b>and</b></li> <li>- A clear and appropriate project management approach is proposed <b>and</b></li> <li>- All relevant stakeholders are identified <b>and</b></li> <li>- Response is consistent with the rest of the Tender</li> </ul>
	<u>9</u>	<ul style="list-style-type: none"> <li>- All key information requested is provided <b>and</b></li> <li>- A mostly clear and appropriate project management approach is proposed with only minor reservations <b>and</b></li> <li>- Most relevant stakeholders are identified <b>and</b></li> <li>- Response is mostly consistent with the rest of the Tender</li> </ul>
	<u>4</u>	<ul style="list-style-type: none"> <li>- Most, but not all, information requested is provided <b>and/or</b></li> <li>- Project management approach is partly unclear or inappropriate <b>and/or</b></li> <li>- Few relevant stakeholders are identified <b>and/or</b></li> <li>- Response is partly inconsistent with the rest of the Tender</li> </ul>
	<u>1</u>	<ul style="list-style-type: none"> <li>- Significant areas of information requested are missing <b>and/or</b></li> <li>- Project management approach is mostly unclear or inappropriate <b>and/or</b></li> <li>- Few or no relevant stakeholders are identified <b>and/or</b></li> <li>- Response is mainly or wholly inconsistent with the rest of the Tender</li> </ul>

#### 4 - Project Delivery Programme

Maximum 1 side of A3 for the Gantt chart, plus  
Maximum 1 side of A4 for supporting text

**5%**

##### Response required

It is important that Panel Members have a sound understanding of the development process and the reality of delivery within the London market. Building on the project management response, Tenderers are required to prepare a programme for the delivery of their proposed scheme.

The response required should include, but is not limited to:

- a) A programme/Gantt chart for the whole-life delivery of the proposed scheme from pre-planning to construction to marketing and on-going estate management, showing the key stages and milestones in the process; and
- b) Supporting narrative to justify the proposed programme and the delivery timescales for each stage.

Applicants should assume that exchange of the conditional development agreement will be on 1<sup>st</sup> April 2018.

*A satisfactory response will include the elements listed under a and b above. It will include a clear Gantt chart or equivalent which breaks down the key stages of the project lifecycle. It will be consistent with other parts of the submission and demonstrate an ambitious but realistic approach to the project.*

Evaluation methodology	<b><u>25</u></b>	<ul style="list-style-type: none"> <li>- All information requested is provided in a comprehensive proposal that exceeds the GLA's expectations in all areas <b>and</b></li> <li>- A fully comprehensive, legible, project-specific and credible project programme is provided and is robustly justified in the supporting text <b>and</b></li> <li>- Response is consistent with the rest of the Tender</li> </ul>
	<b><u>16</u></b>	<ul style="list-style-type: none"> <li>- All information requested is provided in a comprehensive proposal that exceeds the GLA's expectations in one or more areas <b>and</b></li> <li>- A largely comprehensive, legible, project-specific and credible project programme is provided and is well justified in the supporting text <b>and</b></li> <li>- Response is consistent with the rest of the Tender</li> </ul>
	<b><u>9</u></b>	<ul style="list-style-type: none"> <li>- All key information requested is provided <b>and</b></li> <li>- A clear, project-specific and mostly credible project programme, which captures the key stages of the project life-cycle, is provided and is largely justified in the supporting text <b>and</b></li> <li>- Response is mostly consistent with the rest of the Tender</li> </ul>
	<b><u>4</u></b>	<ul style="list-style-type: none"> <li>- Most, but not all, information requested is provided <b>and/or</b></li> <li>- The programme provided is not legible <b>and/or</b></li> <li>- In parts, the programme provided is not project-specific or credible or is unjustified <b>and/or</b></li> <li>- The programme provided does not cover the whole project life-cycle <b>and/or</b></li> <li>- Response is partly inconsistent with the rest of the Tender</li> </ul>
	<b><u>1</u></b>	<ul style="list-style-type: none"> <li>- Significant areas of information requested are missing <b>and/or</b></li> <li>- The programme provided is not legible <b>and/or</b></li> <li>- On the whole, the programme provided is not project-specific or credible or is unjustified <b>and/or</b></li> <li>- The programme provided does not cover the whole project life-cycle <b>and/or</b></li> <li>- Response is mainly or wholly inconsistent with the rest of the Tender</li> </ul>

## 5 – Marketing, Sales and Letting Approach

Maximum 2 sides of A4

**2.5%**

### Response required

London is not a single housing market and bespoke approaches are required for the marketing, sale and letting of completed schemes. Tenderers are required to set out their marketing, sales and letting approach for their proposed scheme. The response required should include, but is not limited to:

- a) An analysis of the local and regional housing market how the proposed mix responds to local demand in the Case Study area;
- b) An appropriate and justified marketing, sales and letting strategy for the scheme.

*A satisfactory response will include the elements listed under a and b above. It will demonstrate an understanding of the local housing market and how the proposed scheme responds to local demand. It will set out a bespoke, rational marketing, sales and letting strategy which seeks to deliver the end product into the market effectively and efficiently.*

Evaluation methodology	<p><b><u>25</u></b></p> <ul style="list-style-type: none"> <li>- All information requested is provided in a comprehensive proposal that exceeds the GLA's expectations in all areas <b>and</b></li> <li>- An advanced understanding of the local housing market is demonstrated <b>and</b></li> <li>- Very strong evidence that the proposed scheme responds to local demand is provided <b>and</b></li> <li>- A bespoke and logical and sales and letting strategy is provided <b>and</b></li> <li>- Response is consistent with the rest of the Tender</li> </ul>
	<p><b><u>16</u></b></p> <ul style="list-style-type: none"> <li>- All information requested is provided in a comprehensive proposal that exceeds the GLA's expectations in one or more areas <b>and</b></li> <li>- A very good understanding of the local housing market is demonstrated <b>and</b></li> <li>- Strong evidence that the proposed scheme responds to local demand is provided <b>and</b></li> <li>- A bespoke and logical and sales and letting strategy is provided <b>and</b></li> <li>- Response is consistent with the rest of the Tender</li> </ul>
	<p><b><u>9</u></b></p> <ul style="list-style-type: none"> <li>- All key information requested is provided <b>and</b></li> <li>- A good understanding of the local housing market is demonstrated and</li> <li>- Some evidence that the proposed scheme responds to local demand is provided <b>and</b></li> <li>- A largely bespoke and logical sales and letting strategy is provided <b>and</b></li> <li>- Response is mostly consistent with the rest of the Tender</li> </ul>
	<p><b><u>4</u></b></p> <ul style="list-style-type: none"> <li>- Most, but not all, information requested is provided <b>and/or</b></li> <li>- A poor understanding of the local housing market is demonstrated <b>and</b></li> <li>- Limited evidence that the proposed scheme responds to local demand is provided <b>and</b></li> <li>- Sales and letting strategy is not bespoke to the scheme nor logical <b>and</b></li> <li>- Response is partly inconsistent with the rest of the Tender</li> </ul>
	<p><b><u>1</u></b></p> <ul style="list-style-type: none"> <li>- Significant areas of information requested are missing <b>and/or</b></li> <li>- A very poor understanding of the local housing market is demonstrated <b>and</b></li> <li>- Limited or not evidence that the proposed scheme responds to local demand is provided <b>and</b></li> <li>- Sales and letting strategy is not bespoke to the scheme nor logical <b>and</b></li> <li>- Response is mainly or wholly inconsistent with the rest of the Tender</li> </ul>

<b>6 - Estate Management Strategy</b>	
Maximum 2 sides of A4	<b>2.5%</b>

<b>Response required</b>	<p>Completing the development is not the end of the project and the GLA must be confident that Panel Members will ensure the ongoing success of the area. Tenderers are required to prepare a bespoke strategy which sets out how the estate will be managed in perpetuity following completion of their proposed scheme.</p> <p>The response required should include, but is not limited to:</p> <p>a) A clear and bespoke estate management strategy for the proposed scheme, noting any variation in the approach required for the various tenures within the scheme.</p>
--------------------------	--

*A satisfactory response will include the elements listed under a above. It will include a pro-active, bespoke and rational estate management strategy which will secure the on-going success of the scheme and ensure future residents have a positive experience of living in the completed scheme.*

Evaluation methodology	<u><b>25</b></u>	<ul style="list-style-type: none"> <li>- All information requested is provided in a comprehensive proposal that exceeds the GLA's expectations in all areas <b>and</b></li> <li>- An exceptionally pro-active, bespoke and rational estate management strategy is provided <b>and</b></li> <li>- Response is consistent with the rest of the Tender</li> </ul>
	<u><b>16</b></u>	<ul style="list-style-type: none"> <li>- All information requested is provided in a comprehensive proposal that exceeds the GLA's expectations in one or more areas <b>and</b></li> <li>- A highly pro-active, bespoke and rational estate management strategy is provided <b>and</b></li> <li>- Response is consistent with the rest of the Tender</li> </ul>
	<u><b>9</b></u>	<ul style="list-style-type: none"> <li>- All key information requested is provided <b>and</b></li> <li>- A largely pro-active, bespoke and rational estate management strategy is provided <b>and</b></li> <li>- Response is mostly consistent with the rest of the Tender</li> </ul>
	<u><b>4</b></u>	<ul style="list-style-type: none"> <li>- Most, but not all, information requested is provided <b>and/or</b></li> <li>- Estate management strategy is largely limited in scope and does not represent a pro-active, bespoke and/or rational approach <b>and/or</b></li> <li>- Response is partly inconsistent with the rest of the Tender</li> </ul>
	<u><b>1</b></u>	<ul style="list-style-type: none"> <li>- Significant areas of information requested are missing <b>and/or</b></li> <li>- Estate management strategy is wholly limited in scope and does not represent a pro-active, bespoke and/or rational approach <b>and/or</b></li> <li>- Response is mainly or wholly inconsistent with the rest of the Tender</li> </ul>

7 - Project Health & Safety	
Maximum 3 sides of A4	<b>5%</b>  <b>Minimum Threshold Score: 9</b>

<b>Response required</b>	<p>GLA considers health and safety to be paramount. This applies to:</p> <ul style="list-style-type: none"> <li>• the pre-construction phase</li> <li>• the construction phase</li> <li>• the post construction phase when the completed development is in use.</li> </ul> <p>Tenderers are required to set out their health and safety arrangements their proposed scheme.</p> <p>The response should include, but is not limited to:</p> <ol style="list-style-type: none"> <li>a) Description of health and safety management arrangements under the CDM Regulations, to ensure health and safety standards are achieved in each of the three stages indicated above;</li> <li>b) Identification of the key, scheme-specific health and safety risks and how these will be addressed (including fire safety of the completed residential units); and</li> <li>c) Information on how sub-contractors are managed to ensure the relevant requirement are met.</li> </ol>
--------------------------	---

*A satisfactory response will cover the elements listed under a – c above. It will recognise and provide detail of CDM management arrangements, identify the main risks and mitigation measures relevant to the proposed scheme, and include information on the health and safety management of sub-contractors.*

Evaluation methodology	<u>25</u>	<ul style="list-style-type: none"> <li>- An exceptional response that meets the requirements and exceeds them in all areas <b>and</b></li> <li>- Management procedures described are clear and appropriate and exceed best practice <b>and</b></li> <li>- Mitigation actions proposed are proportionate <b>and</b></li> <li>- Actions proposed are considered to mitigate the risks effectively <b>and</b></li> <li>- Response is fully consistent with the information provided elsewhere in the Tender.</li> </ul>
	<u>16</u>	<ul style="list-style-type: none"> <li>- A very good response that meets the requirements and exceeds them in one or more areas <b>and</b></li> <li>- Management procedures described are clear, appropriate and demonstrate best practice <b>and</b></li> <li>- Mitigation actions proposed are proportionate <b>and</b></li> <li>- Actions proposed are considered to mitigate the risks effectively <b>and</b></li> <li>- Response is fully consistent with the information provided elsewhere in the Tender.</li> </ul>
	<u>9</u>	<ul style="list-style-type: none"> <li>- Satisfactory response that in the main, meets the requirements <b>and</b></li> <li>- Management procedures described are mainly clear and appropriate <b>and</b></li> <li>- Mitigation actions proposed are mainly considered to be proportionate <b>and</b></li> <li>- Actions proposed are mainly considered to mitigate the risks effectively <b>and</b></li> <li>- Response is mainly consistent with the information provided elsewhere in the Tender.</li> </ul>
	<u>4</u>	<ul style="list-style-type: none"> <li>- A poor response that does not meet the requirements in one or more areas <b>and/or</b></li> <li>- Management procedures described are not wholly clear and/or appropriate <b>and/or</b></li> <li>- Mitigation actions proposed are not wholly proportionate, relevant or are unlikely to be successful <b>and/or</b></li> <li>- Response is partially inconsistent with the information provided elsewhere in the Tender</li> </ul>
	<u>1</u>	<ul style="list-style-type: none"> <li>- No response is provided <b>and/or</b></li> <li>- A very poor response that does not meet the requirements in most areas <b>and/or</b></li> <li>- Management procedures described are mostly unclear and/or inappropriate <b>and/or</b></li> <li>- Mitigation actions proposed are mostly disproportionate, irrelevant or are unlikely to be successful <b>and/or</b></li> <li>- Response is largely inconsistent with the information provided elsewhere in the Tender.</li> </ul>

8 - Project Risk Assessment	
Maximum 1 side of A3 for the risk matrix	<b>5%</b>  <b>Minimum Threshold Score: 9</b>

<b>Response required</b>	<p>Risk assessment is a key part of the project management process and the GLA wants to test Tenderers' ability to identify project-specific risks and to prepare strategies to manage and mitigate these risks. Tenderers are required to prepare a scored risk matrix for the delivery of their proposed scheme.</p> <p>The risk matrix should include, but is not limited to:</p> <ul style="list-style-type: none"> <li>a) Identification of at least three significant project related risks;</li> <li>b) Identification of tangible actions that would be undertaken to mitigate those risks; and</li> <li>c) The timing of mitigation actions and assignment of risk owners.</li> </ul>
--------------------------	--

*A satisfactory response will include the elements listed under a, b and c above. It will include a minimum of three project-specific risks that could have a substantial impact on project delivery and specific actions which ensure that risks are managed and mitigated. Risk ownership will be identified clearly. The scored risk matrix will show the impact that the proposed mitigations will have on the risk rating. Health and Safety risks should not be included in this response.*

Evaluation methodology	<b>25</b>	<ul style="list-style-type: none"> <li>- All information requested is provided in a comprehensive proposal that exceeds the GLA's expectations in all areas <b>and</b></li> <li>- A fully comprehensive list of project-specific, credible risks is provided and accompanied by appropriate actions which fully address and mitigate the risks <b>and</b></li> <li>- Response is consistent with the rest of the Tender</li> </ul>
	<b>16</b>	<ul style="list-style-type: none"> <li>- All information requested is provided in a comprehensive proposal that exceeds the GLA's expectations in one or more areas <b>and</b></li> <li>- A largely comprehensive list of project-specific, credible risks is provided and accompanied by appropriate actions which fully address and mitigate the risks <b>and</b></li> <li>- Response is consistent with the rest of the Tender</li> </ul>
	<b>9</b>	<ul style="list-style-type: none"> <li>- All key information requested is provided <b>and</b></li> <li>- A clear list of at least three project-specific, credible risks is provided and accompanied by appropriate actions which mainly address and mitigate the risks <b>and</b></li> <li>- Response is mostly consistent with the rest of the Tender</li> </ul>
	<b>4</b>	<ul style="list-style-type: none"> <li>- Most, but not all, information requested is provided <b>and/or</b></li> <li>- Less than three risks are provided <b>and/or</b></li> <li>- The risks are not all project-specific or credible <b>and/or</b></li> <li>- The risks are not all accompanied by appropriate actions which address and mitigate the risks <b>and/or</b></li> <li>- Response is partly inconsistent with the rest of the Tender</li> </ul>
	<b>1</b>	<ul style="list-style-type: none"> <li>- Significant areas of information requested are missing <b>and/or</b></li> <li>- One or less risks are provided <b>and/or</b></li> <li>- The risks are not project-specific or credible <b>and/or</b></li> <li>- The risks are not accompanied by appropriate actions which address and mitigate the risks <b>and/or</b></li> <li>- Response is mainly or wholly inconsistent with the rest of the Tender</li> </ul>

9 - Securing Funding and Financing for the Development	
Maximum 2 sides of A4	10%

<b>Response required</b>	<p>The funding and financing of development in London is achieved through a variety of routes and the GLA recognises that there may be more than one way of successfully delivering a project. Tenderers are required to set out how they would fund the delivery of their proposed scheme.</p> <p>The response required should include, but is not limited to:</p> <ul style="list-style-type: none"> <li>a) An explanation of the approach to pre-development and development funding/finance, including the source and nature of such funding/finance;</li> <li>b) Identification of any conditions that may be applied to the funding/finance and an explanation of how the conditions will be satisfied;</li> <li>c) Detailed explanation of any risks to the proposed approach and credible mitigation measures / alternative approaches;</li> <li>d) Description of the structure of the scheme / financial offer to create a 'fundable' opportunity.</li> </ul> <p>Tenderers should assume that no grant or other forms of public subsidy/public loan are available to fund the scheme, other than the £10,000,000 of non-recoverable grant to fund the delivery of the access bridge as described in the Case Study Brief.</p>
--------------------------	---

*A satisfactory response will include the elements listed under a to d above. It will detail the Tenderer's approach to funding and financing the proposed development, providing justification for the approach taken and detailing any funding/financing risks and how they will be mitigated.*

Evaluation methodology	<b><u>25</u></b>	<ul style="list-style-type: none"> <li>- An exceptional response that exceeds the requirements of the question in all areas <b>and</b></li> <li>- Provides information that is tailored to the specific project context <b>and</b></li> <li>- Gives a strong evidence of understanding the risks and robust mitigation actions to manage the risks <b>and</b></li> <li>- All information is fully consistent with the rest of the Tender</li> </ul>
	<b><u>16</u></b>	<ul style="list-style-type: none"> <li>- A good response that fully addresses the requirements, and exceeds them in one or more areas <b>and</b></li> <li>- Sets out a clear and reasoned approach to project funding <b>and</b></li> <li>- Details conditions and any management requirements in a clear manner <b>and</b></li> <li>- Is consistent with the rest of the Tender.</li> </ul>
	<b><u>9</u></b>	<ul style="list-style-type: none"> <li>- Information provided addresses the requirements <b>and</b></li> <li>- Demonstrates a project specific approach to funding with some explanation of the conditions and any management requirements <b>and</b></li> <li>- Provides a reasoned response to key risks <b>and</b></li> <li>- Response is mostly consistent with the rest of the Tender</li> </ul>
	<b><u>4</u></b>	<ul style="list-style-type: none"> <li>- Response is missing some key areas of information <b>and/or</b></li> <li>- Response fails to give robust justification for approach taken <b>and/or</b></li> <li>- Approach is generic and not specific to the project context <b>and/or</b></li> <li>- The response is not consistent with all other parts of the Tender</li> </ul>
	<b><u>1</u></b>	<ul style="list-style-type: none"> <li>- An incomplete response that does not address the requirements of the question <b>and/or</b></li> <li>- The response is not relevant to the project context <b>and/or</b></li> <li>- The response is inconsistent with the rest of the Tender</li> </ul>

## Appendix F

### Financial Submission

Tenderers are required to prepare a financial offer for the Case Study site, based on their proposed scheme, in line with the requirements set out below. This element of the ITT has a total weighting of 30% and Tenders will be scored as set out below. **Please note that where a Tender does not achieve a risk score of '0.75' (Mid Level of Risk) or better, the GLA reserves the right to disqualify the Tenderer or, award zero marks for the financial submission.**

#### Financial Submission Requirement

Based on the proposed scheme in response to the Case Study Brief, Tenderers are required to provide a Development Appraisal *and* a completed version of the Development Appraisal Summary Template (available on the Portal), populated with figures from the Development Appraisal. The Development Appraisal should be provided in a “live” version of either Excel (in a format in which all cells and formulae are visible) or Argus Developer to allow the GLA and its advisors to interrogate it. The completed Development Appraisal Summary Template should be provided in excel.

The Development Appraisal Summary Template should be completed in full, including:

- Total number of residential units and breakdown by type and tenure;
- Total GIA (sq m ) and NIA (sq m) of residential development, broken down by tenure, together with a GIA (sq m) and NIA (sq m) of any non-residential uses;
- Revenue assumptions for:
  - o Residential - £ per sq m broken down by unit type and also a £ per sq m single blended rate by each tenure;
  - o Affordable – blended £ per sq m rate and breakdown of assumptions behind this figure;
  - o PRS – capital value £ per sq m, and breakdown of relevant assumptions behind this (dependent on your business model). This may include: £ per sqm rents, occupancy rate, initial letting rate, holding costs, capitalisation yield, set-up costs, etc;
  - o Non residential uses (£ per sq m broken down by use).
- Construction costs by residential tenure and non-residential use - including quantities and rates broken down on a GIA (sq m) basis;
- Itemised costs for assumptions on external works, remediation, infrastructure and site abnormalities;
- Contingency % and items this has been applied to;
- Professional fee % and items this has been applied to;
- Planning costs and assumptions;
- Section 106 and CIL assumptions;
- Marketing and legal costs (%’s applied to each tenure and totals);

- Total Profit (to include all developer returns including profit, overheads, fees and other central costs) expressed as a % of GDV and £ total;
- Infrastructure, build and sales phasing assumptions – to include an average private sales rate per annum over the life of scheme, and the length of the total sales period;
- Finance costs and interest rate assumptions;
- Residual land value payable to LLDC (net of acquisition costs). LLDC requires payment for the land in one instalment upon grant of the Building Lease. The sale will be subject to VAT;
- Acquisition costs on land purchase;
- Key financial breakdown: 1) total scheme revenue, 2) total scheme costs excluding the net RLV, 3) developer returns, 4) finance costs and 5) net Residual Land Value;
- For the purpose of 'base-dating' the appraisal, assume that exchange of the conditional development agreement will be on 1 April 2018. Other dates, i.e. grant of Building Lease to be determined from the Tenderer's programme.

Tenderers may provide additional narrative to support and/or justify their assumptions. This should not exceed 2 A4 pages of text.

### **Evaluation of the Financial Submission**

Through the provision of a Development Appraisal, with key assumptions to be summarised by the Tenderer in the Development Appraisal Summary Template, and any relevant supporting narrative, the GLA is seeking a comprehensive response to fully demonstrate the Tenderer's understanding and financial approach to the Case Study Brief, and to substantiate a Residual Land Value (RLV).

For the purpose of the evaluation, the GLA will follow these two steps:

- Step 1 – Assessment of the figures and assumptions in order to allocate an overall 'Risk Score' to the Tender
- Step 2 – Multiply the Tenderer's RLV by the Risk Score to create an 'Adjusted RLV'. The Tenderer with the highest Adjusted RLV will be allocated the highest possible score. The Adjusted RLV of other Tenderers will then be scored relative to the highest Adjusted RLV

These steps are further described below.

### **Step 1: Assessment of the Figures and Assumptions and allocation of an overall 'Risk Score' to the Tender**

The figures and assumptions in the Tenderer's Development Appraisal and Development Appraisal Summary Template will be assessed for completeness, credibility, robustness and reasonableness. This is to ensure parity amongst Tender responses and to provide confidence in Tenderers' understanding and financial approach to the Case Study and the quantum and risk of the RLV. The GLA will assess the extent of the 'risk' of the inputs and assumptions being commercially unrealistic and the RLV not being achievable. The following will be assessed in the evaluation:

- The robustness, appropriateness and adequacy of any assumptions and allowances used to inform the values and costs;
- The robustness and appropriateness of any assumptions used to inform financial positions, including leasing and sales strategy, sales rate, pricing and phasing;
- The robustness and credibility of the financial approach and structure;
- Consistency with other aspects of the Tender;
- The extent and how realistic / appropriate any or all of the following hurdle rates are:
  - o IRR where the development proposal is to be internally funded including the Tenderer's discount rate, the period over which the cashflow is to be discounted, the circumstances (if any) in which the Tenderer's discount rate may change;
  - o Profit on GDV.
- The extent and robustness of any contingencies.

Following this assessment the GLA will allocate a 'Risk Score' in accordance with the extent of risk across the overall figures and assumptions within the Tenderer's Development Appraisal and in accordance with the table below.

<b>Classification</b>	<b>Interpretation / Definition</b>	<b>Risk Score (risk adjustment)</b>
<b>No or Minimal Risk</b>	<ul style="list-style-type: none"> <li>The Applicant has demonstrated that the values, costs and assumptions upon which their RLV is based are credible, robust and reasonable; <b>and</b></li> <li>RLV is considered achievable.</li> </ul>	1.0
<b>Minor Risk</b>	<ul style="list-style-type: none"> <li>The Applicant has demonstrated that the values, costs and assumptions upon which their RLV is based are mainly credible, robust and reasonable with only a few minor reservations; <b>and</b></li> <li>Negligible risk that the RLV is not achievable.</li> </ul>	0.9
<b>Mid Level of Risk</b>	<ul style="list-style-type: none"> <li>The Applicant has demonstrated that the values, costs and assumptions upon which their RLV is based are mainly credible, robust and reasonable but with several reservations; <b>and/or</b></li> <li>Low-medium risk that the RLV is not achievable.</li> </ul>	0.75
<b>Significant Risk</b>	<ul style="list-style-type: none"> <li>The Applicant has failed to demonstrate in multiple areas that the values, costs and assumptions upon which their RLV is based are credible, robust and reasonable; <b>and/or</b></li> <li>High level of risk that the RLV is not achievable.</li> </ul>	0.55
<b>High Risk</b>	<ul style="list-style-type: none"> <li>The Applicant has failed to demonstrate in most areas that the values, costs and assumptions upon which their RLV is based are credible, robust and reasonable; <b>and/or</b></li> <li>Very high risk that the RLV is not achievable.</li> </ul>	0.3
<b>Unacceptable Risk</b>	<ul style="list-style-type: none"> <li>The Applicant has not provided a response; <b>and/or</b></li> <li>The Applicant has failed to demonstrate in most or all significant areas that the values, costs and assumptions upon which their RLV is based are credible, robust and reasonable; <b>and/or</b></li> <li>Exceptionally high risk that the RLV is not achievable.</li> </ul>	0

**Please note that where a Tender does not achieve a risk score of '0.75' (Mid Level of Risk) or better, the GLA reserves the right to disqualify the Tenderer, or award zero marks for the financial submission.**

**Step 2 - Multiply RLV by the Risk Score to create an 'Adjusted RLV' and Score the Adjusted RLV**

The Tenderer's RLV will be multiplied by the Risk Score to create an Adjusted RLV.

The Tenderer with the highest Adjusted RLV will be allocated the highest possible score.

The Adjusted RLV of other Tenderers will then be scored relative to the highest Adjusted RLV.