

London Borough of Barnet - Brent Cross South

Invitation to Negotiate

Descriptive Document, October 2014

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1 Introduction

- 1.1 The development of Brent Cross Cricklewood (which comprises the wider shopping centre re-development at Brent Cross North and the subject matter of this procurement, Brent Cross South) provides an unrivalled opportunity to create an exemplar suburb for the 21st Century. The scheme has outline planning consent to deliver a comprehensive redevelopment including more than 7,500 homes and space for over 25,000 new jobs.
- 1.2 Planning Permission (Ref No: C/17559/08) for the comprehensive regeneration of the Brent Cross Cricklewood site was granted on 28 October 2010, and revised through a s.73 consent in July 2014. The scheme has been designed to facilitate phased delivery, starting at the existing Shopping Centre.
- 1.3 To date the Brent Cross Cricklewood scheme has been jointly promoted by Barnet Council, Hammerson and Standard Life Investments (“HSL”). Barnet Council and HSL have reached an agreement that sees the Council taking lead responsibility for delivery of land to the south of the North Circular and a commitment from HSL to deliver the infrastructure with which to service the Primary Development Package of the consented scheme. This package of work describes the key infrastructure that must be delivered before the shopping centre development can commence. This infrastructure, to be provided by HSL, includes a number of elements for the benefit of Brent Cross South.
- 1.4 Barnet Council is now seeking to identify and secure a Development Partner to help realise the potential of the southern section of the wider Brent Cross Cricklewood masterplan. It is acknowledged that the new partner may wish to revisit the detail, content and phasing of the planning consent on the south side.

- 1.5 The entire masterplan – equivalent in gross floor area to that of Mayfair (some 15 million sq ft) – has the potential to become a significant new town centre for London.

Overarching summary of core Council objectives

- 1.6 Brent Cross Cricklewood will be a place that makes residents, workers and visitors feel good – inviting people to meet and spend time in the spaces, and to walk or cycle. It will be animated at street level and connect with high quality parks, green spaces and nearby waterways.
- 1.7 Brent Cross South will complement the expanded Brent Cross shopping centre, and invite visitors to the shopping centre to cross into the new town centre. The site is at risk of being seen as an island, and the new development will need to tackle this risk, integrating effectively with the surrounding neighbourhoods.
- 1.8 Brent Cross Cricklewood will be a place for people of all ages, with a housing mix that reflects different life stages, a range of housing tenures, and public spaces which are accessible to all. Promoting health and wellbeing and reducing dependency will be ingrained in the place – for example by incorporating dementia friendly design. It will maintain Barnet Council's tradition of educational excellence.
- 1.9 As a growing, successful suburb of a growing successful world city, Barnet benefits from a strong local economy as well as providing a home to many people who work in central London. This emphasis on a strong local economic base is a key requirement for Brent Cross Cricklewood – it cannot simply be a dormitory. The Borough's economy is predominantly made up of small and micro businesses, including many home based businesses, and the new Brent Cross Cricklewood will cater for this entrepreneurial community which increasingly blurs the distinction between home and work.

- 1.10 The Council expects this blurring between home and work life to extend to the design of the new development, with strong integration between the residential and commercial areas, and no areas that are seen as ‘dead’ at particular times.
- 1.11 Brent Cross Cricklewood will have excellent public transport links, allowing people to reach other parts of Barnet, London and the country easily. While many people are likely to own cars they are unlikely to be needed on a day to day basis and the space will not be dominated by the car.
- 1.12 Many residents are under financial pressure, and the Council is committed to taking account of this in its actions. This means that low energy bills and responsible service charges will be important aspects of the new community.
- 1.13 To meet these requirements the Council is seeking a long term partner with:
1. Experience in delivering (financing and constructing) ‘placemaking’ through large scale, phased development;
 2. A track record of working successfully in partnerships with the public sector and other third parties;
 3. Experience in appointing and managing large professional teams to conceive and produce large scale masterplans and to secure detailed planning consents for mixed use development within them; and
 4. A well established internal team with the human and financial resources to be a long term development Partner.
- 1.14 The purpose of this document is to set out the objectives and main requirements of the Council such that these can be addressed by bidders in responding to this Invitation to Negotiate. The detail contained in Appendix 2 provides the questions, explanatory notes and the evaluation framework within which individual responses will be assessed.

- 1.15 The information below is intended to assist bidders in understanding the key issues that the Council would expect to see forming the focus of your response. This document should be read in conjunction with the Memorandum of Information as well as the separate 'Instructions to Bidders' section at Appendix 1.
- 1.16 Technical and other documentation will be disclosed to bidders via an internet portal. Access codes and passwords will be circulated to all bidders following receipt by the Council of the requested NDA.. Bidders will be informed when the internet portal is 'live' and as new documents are uploaded to it.

2 Background information

Delivery of early scheme infrastructure

- 2.1 The Council and its development partners for Brent Cross North (Hammerson and Standard Life - HSL) have agreed commercial co-operation terms to ensure the delivery of the primary infrastructure including highways, the Living Bridge, drainage and public utilities to facilitate the first phase development of Brent Cross South. A detailed report on the terms of the Council's agreement with Hammerson will be uploaded to the portal in due course. This will include the Infrastructure Commitment to the Southern Developer report prepared by URS on behalf of HSL.
- 2.2 Bidders are asked at this stage not to contact Hammerson and Standard Life but the Council will provide the opportunity for bidders to meet them during the workshop process in November.

Restrictions on southern side development

- 2.3 Details of the restrictions place on the Brent Cross South development are contained within the "Report on PDA" by Wragge Lawrence Graham & Co LLP to be provided in the online data room.

Thameslink Station

- 2.4 The Council has been actively seeking funding to secure the construction of a new Thameslink station to act as a catalyst for the successful regeneration of Brent Cross South. The desire is for this improved connectivity to be delivered as early as 2020/21. Bidders are asked at this stage not to contact Network Rail but the Council will provide the opportunity for bidders to meet Network Rail during the workshop process in November.

CPO and Land assembly programme

- 2.5 It is likely that the Council will be required to use its Compulsory Purchase powers to deliver the Brent Cross Cricklewood regeneration proposals given the scale of development, and that there may be several Compulsory Purchase Orders (CPO's) over the lifetime of the project.
- 2.6 HSL and the Council are currently working towards making two CPO's to deliver the first phase of development, north and south of the North Circular Road, by the end of 2014. The first CPO would be to deliver the land required to extend the shopping centre and deliver the critical infrastructure; and the second to deliver the land to enable the first phase of the Brent Cross South development.
- 2.7 The Council's Assets, Regeneration and Growth Committee approved the commencement of land referencing to identify all those with an interest in the land who might be affected prior to making any CPO Order, on 8 September 2014.
- 2.8 It is envisaged that the Council will seek Assets, Regeneration and Growth Committee approval to make the formal CPO Order on 15 December 2014. This would be likely to result in a CPO Inquiry in mid-2015, with the Secretary of State's decision in early 2016.
- 2.9 A note on the CPO process within the context of the Brent Cross South development and draft CPO red line plan is provided in the dataroom.
- 2.10 HSL and the Council are seeking to acquire all required interests in the land by private treaty, so as to reduce the number of outstanding interests which may need to be included in the CPOs.
- 2.11 The acquisition by the Council/JV partnership of Cricklewood Regeneration Limited (a company owned by Hammerson) will enable the Council and/or its Partner to exercise the option to acquire Network Rail land. Once the option has been exercised, in addition to the Council's land, the Partners will be in control of some 70% of the Brent Cross South site by mid-2016.

Role of other stakeholders

2.12 The following stakeholders will be invited to hear your presentation in January and their feedback is intended to help scope your approach to the final presentation and ITN response. Although the feedback to bidders will be made available to the Evaluation Panel these stakeholders (other than the GLA) will not participate in the formal evaluation of responses and recommendation of the preferred bidder.

- Greater London Authority
- Transport for London
- Hammerson and Standard Life Investments
- Lead officers from the London Borough of Barnet (inc. Housing, Education, Health)
- Network Rail
- Ward members
- Key community representatives

Existing outline consent and first phase

2.13 The project has the benefit of an existing outline planning consent that anticipates an early phase of development centred around the southern connection to the Living Bridge. Development of this area could provide in the region of 2,500 new homes and it is vital that this exemplifies bidders' approach to placemaking and sets the standard for future development. For example, the new homes must be combined with the necessary social and community infrastructure as well as commercial space that will quickly lead to the creation of a strong sense of place that is not solely dependent on the development of the balance of the masterplan.

2.14 The Council also recognises however that bidders will have their own views and ideas as to how the project could otherwise be designed and delivered. For example, the Council considers that delivery of the Thameslink Station creates another focus for an early phase of development.

2.15 Should bidders believe that the masterplan needs revising for the first phase of development in a way which may lead to a delay to a start on site, this could have an impact on how such a bid is evaluated, given the strong desire to make early and visible progress on the ground. The evaluation criteria provide further detail as to how this will be assessed.

3 A successful project and a successful partnership

3.1 Bidders responses to the ITN will be assessed against the Council's five requirements for a successful project which are:

- (a) The selection of a development partner with whom the Council will be able to develop a collaborative, transparent and mutually beneficial working relationship over the next 15-20 years;
- (b) Excellence in placemaking that delivers on the 5 themes identified by

the MindFolio work and presented to bidders during the sessions on 8 and 9 October 2014;

- (c) Stewardship of place and good estate management;
- (d) The generation of long term returns that recognises a need to balance short term capital receipts with longer term investment in a place and participation by the Council in growth;
- (e) An early and significant start on site closely aligned to the existing masterplan – followed by continued and sustained delivery.

3.2 To assist bidders in understanding the Council's preferred position on each of the above, further information is provided below. The Council is keen however to emphasise that it does not intend to be overly prescriptive in the approach which bidders take and that the information provided is intended to help Bidders scope their answers in light of this, and the evaluation criteria.

Working in Partnership

3.3 The Council anticipates taking an active role in the joint venture which will be formed. This is likely to focus on several key areas:

- (a) Ensuring placemaking is at the heart of the re-development
- (b) Investing its land in anticipation of being able to share in the financial success of the regeneration scheme
- (c) Ensuring a lasting legacy through stewardship of the place
- (d) Continuing with the work that is currently taking place to assemble the site and secure vital infrastructure

3.4 The proposed structure of the joint venture partnership forms the basis of a separate paper to be provided through the online dataroom, and workshop sessions, but the above four themes will feature in the proposal.

3.5 It is expected that the Business Plan itself will

1. Describe the shared vision for Brent Cross South
2. Define the Placemaking Strategy to include
 - a. Housing (types and tenures)
 - b. Economic Strategy
 - c. Transport and connectivity
 - d. Social and community outcomes, education, open space provision
 - e. Lettings and management strategies
3. Establish the key performance indicators for the project
4. Address the timing of delivery
 - i. Process for making professional appointments
 - ii. Timing of revised planning applications/reserved matters
 - iii. Programme for land assembly and CPO
 - iv. Process for procuring construction or sale of land to include identity of third parties
 - v. Phasing plan for next 3-5 years

Placemaking

3.6 All bidders have had the benefit of the MindFolio presentation and a copy of the slides in relation to the 2006 visioning exercise will be uploaded to the portal. As explained at the Placemaking workshop, the work which the Council has commissioned in this regard demonstrates the level of aspiration and ambition which the Council has. The Council will be assessing bidders' placemaking proposals by reference to five key areas as summarised below.



3.7 The ideas presented at the workshop are not absolute requirements of the Council, indeed there are some examples highlighted that may no longer be appropriate for Brent Cross South, but should help to highlight the importance of placemaking in the delivery of Brent Cross South, and the breadth and depth of thinking that will be needed.

3.8 In responding to this ITN, we believe that bidders may find it useful to do so by reference to the first phase of the existing masterplan (with improvements that they may be able to identify) or by reference to an

alternative masterplan that they may wish to develop. The Council is keen to understand:

- (a) How good placemaking can be delivered within the parameters of the existing planning permission;
- (b) How the masterplan might change to deliver a better scheme and what the trade-offs would be in terms of the phasing/timing of delivery and impact on other project outputs

3.9 However, this is not a design competition, nor is the Council asking for a first phase of development to be fully costed and valued. Masterplans themselves will not be scored but in responding to particular ITN questions, you may wish to use a masterplan to illustrate:

- (a) Your approach to placemaking and the development of a business plan through working in partnership;
- (b) your own 'Big Ideas'; and/or
- (c) how the five key placemaking themes can be 'brought' together.

Stewardship of place

3.10 The Council wishes to understand from bidders if they have prior experience of successfully creating a long term legacy and well managed regeneration scheme where residents and/or workers continue to benefit from social, community and environmental benefits that extend beyond the quality of the buildings themselves. How is such added value funded and delivered and what role could the Council play as long term custodian? Any such solutions should be assumed to be funded out of the scheme itself albeit that in the short term the Council appreciates that this can sometimes have an adverse impact on the underlying land value and/or returns. The Council would welcome an approach where its partner is willing to share in some of the costs of good stewardship particularly where this has been demonstrated from past experience to result in enhanced financial returns over the longer term.

Long term returns

3.11 Brent Cross South is a challenging and long term project. Certain phases will be more viable than others and the Council appreciates that there will be a need to generate capital receipts to meet expenditure. However, the investment of the Council's land is intended to provide both a cashflow benefit to the partner but also the option for the Council to convert its investment into a variety of other outcomes. The following are only examples and not pre-requisites:

- (a) Additional affordable housing of a variety of tenures, or improved community facilities and/or social infrastructure;
- (b) Private rental sector housing;
- (c) A rental income linked to the performance of commercial property;

(d) Ground rents.

3.12 The Council recognises that certain such requirements (for example enhanced levels of affordable housing) can have an adverse impact on viability and as such will be reasonable in considering with its Partner the potential outputs from phases of development.

Start on Site

3.13 Early progress is important to the Council and to stakeholders and the Council is targeting a start on site in early 2017. The Council's masterplan has identified the area around the southern landing of the living bridge as a likely phase for early development. However, the Council wishes development to be continued and sustained. It anticipates that once a start has been made in this location, the Council and its partner will begin work on plans for development around the new Thameslink station, recognising the need to secure public funding commitments to deliver this. Continued and sustained delivery of a viable scheme whilst beneficial economic circumstances prevail will be an important performance indicator.

4 Finance and delivery

Financial returns

4.1 The Council accepts that its bidders may take different approaches to assessing development risk and with it, the required financial return. The ITN questions and evaluation criteria set out requirements for completion of an excel spreadsheet which will allow the comparison of developer return on a like for like basis. We are conscious though that there are other measures of financial success and we would ask bidders to provide details as part of their response.

4.2 We set out below three approaches to the development of Brent Cross South that may have an implication on the way in which financial returns are delivered:

- (a) Development management and the disposal of serviced sites to an SPV/third party;
- (b) Delivery of by the partner of phased development in anticipation of short term capital receipts;
- (c) Delivery by the partner of phased development in anticipation of a long term return.

4.3 It is recognised that the eventual Business Plan may deploy a variety of methods for meeting the Partners' objectives. However, the Council has a strong preference for delivery that results in the creation of a long term revenue income for itself, as opposed to shorter term capital receipts.

Delivery

4.4 In light of the comments made above, bidders are given the opportunity in responding to the ITN to expand upon their anticipated approach to the funding and delivery of:

- (a) Infrastructure
- (b) Development plots

4.5 It is anticipated that the developer partner will take the lead in developing the business plan, design and phasing solutions and ultimate delivery of each phase. We will identify those key phases where we would expect greater control to be retained by our partner (for example, development of the southern landing of the Living Bridge) and those areas which might be suitable for disposal to third parties as serviced plots, albeit where a necessary degree of control is retained over successful delivery.

Development risk

- 4.6 The Council has already assumed a degree of development risk through the work that it continues to undertake in assembling the site, securing and funding key infrastructure. It is anticipated that the Council will receive a return from the project for assuming this risk. In addition, the Council anticipates investing its land in anticipation of participation in future growth and a successful regeneration. At this stage, the Council does not anticipate investing further debt/equity into a partnership but may wish to consider this with its partner as the scheme progresses.
- 4.7 The Council expects therefore that development risk will be assumed, managed and mitigated by its partner and that appropriate parent company guarantees will be provided to the Council to ensure delivery.

Professional advisory team

- 4.8 At this stage of the procurement process, the Council has asked bidders (see separate "ITN Initial Clarifications" document) to provide details of their anticipated advisory team (if appointed) in the following areas:
- (a) Lead architect or masterplanners;
 - (b) Property;
 - (c) Legal.

The Council understands that the involvement of a design team at this stage may help bidders to develop their responses. However, the Council also requests in this ITN details of the proposed approach to securing design input and professional appointments to the scheme itself.

Key Performance Indicators

4.9 The Council expects to agree with its Partner two tiers of Key Performance Indicators (KPIs); those for the operation of the JV Board in delivering the Business Plan, and those on a project specific level for the delivery of the scheme.

4.10 At Board level the KPIs may include;

- Annual deadlines for updating and adopting the Business Plan
- Deadlines for the delivery of reports and update papers
- Time permitted to review and respond to matters raised
- Time to resolve disputes before being referred
- Rate of delivery of new homes, infrastructure and opportunities for employment

4.11 As a project level, the KPIs and 'tests' could include:

- target returns
- priority returns
- share of surpluses or overage
- development management fees
- timing/longstops
- caps and collars on expenditure
- corporate guarantees
- the definition of 'viable'.

4.12 These KPIs are not exhaustive and the Council will welcome further suggestions that help to secure certainty and in the interests of the Council's stated objectives.

5 Evaluating the bids

5.1 Please see Appendix 1 and 2 for full details of the Council's approach to evaluating bids

APPENDIX 1



APPENDIX 1

INVITATION TO NEGOTIATE: INSTRUCTIONS TO BIDDERS

London Borough of Barnet

Brent Cross South Project

Contract Ref: 700606

October 2014

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1. Introduction

This document describes the procurement process that the London Borough of Barnet has commenced in order to select and contract with a private sector development partner to realise the potential of Brent Cross South.

2. Context

The London Borough of Barnet is running a four stage negotiated procurement process to select a preferred development partner at Brent Cross South. The process is as follows:

1. PQQ (Summer 2014)
 - a. Identifies a shortlist of parties with desired track record and capabilities
2. ITN (3rd October 2014 – March 2015)
 - a. Forward Looking
 - b. Competitive
 - c. Identifies the chosen partner
3. Preferred Bidder Appointment (Pre-Contract Business Plan) – starts March 2015
 - a. Single Party (i.e. non-competitive)
 - b. Bidder works at risk to produce the Business Plan
 - c. Council must agree detailed contractual/corporate arrangement
4. Contract Signed – completes March 2016

2.1 Timetable for ITN

Dates	
8 th and 9 th October	ITN Kick off presentation and workshops

5 th and 6 th November	Bidder workshops
19 th and 20 th November	Bidder workshops
3 rd and 4 th December	Bidder workshops
17 th and 18 th December	Bidder workshops
29th January 2015	Tender submissions received
4 th February 2015	Stakeholder presentations
17th February 2015	Bidder presentations to Evaluation Panel
24th February 2015	Evaluation Panel
TBC	Committee Meeting
10-13 March 2015	MIPIM Announcement

Following the successful completion of the first stage of procurement (PQQ), the Council has invited four parties to respond to the second stage (ITN) questions.

3. Information to support the ITN process

The following documents are provided to shortlisted parties and are held in the dataroom to assist with the detailed assessment of this opportunity and the answering of questions.

- i. S.73 Planning application, dated October 2013
- ii. Further plot studies and phasing drawings, Allies & Morrison

- iii. Report on PDA between the London Borough of Barnet and Hammerson & Standard Life Investments, Wragge Lawrence Graham & Co LLP – to be issued in due course via the dataroom
- iv. Technical reports covering Contaminated Land, Utilities, Infrastructure costs, Title and construction costs (various authors)
- v. Residual Development Appraisals and scheme content overview, Capita
- vi. Placemaking presentation and redacted balanced scorecard, Mindfolio
- vii. Draft Terms of Reference for the JV Board/Project Executive and Business Planning process, Capita/Wragge Lawrence Graham & Co LLP – to be issued in due course

Please refer to Appendix 3 for a detailed list of the dataroom contents. A link to the online Dataroom is provided on the Council's procurement portal.

This information is not intended to be exhaustive but to facilitate a more detailed understanding of the nature and scale of the development opportunity at Brent Cross South. As part of the ITN submission process Bidders are invited to comment on what further information will be required before entering in to a contractual arrangement with the Council.

4. The ITN Process

The shortlisted parties are invited to prepare their responses to the questions that were included in the Memorandum of Information ("MOI", dated July 2014), and against which further information is provided in the document at Appendix 2. The deadline for responses is 29th January 2015. Submissions will be followed by two presentations, one on 4th February 2015 and one on 17th February 2015. The first of the two presentations will be to a broadly drawn body of professionals from the Council and supporting organisations to include representatives of the Mayor of London's office and others to be

confirmed. Feedback from this presentation will be given to the shortlisted parties and to the Evaluation Panel in advance of a further presentation to the Evaluation Panel and lead Members on 17th February 2015. The Presentation to the Evaluation Panel will be scored in accordance with the notes in the MOI and within the document at Appendix 2. The Evaluation Panel will then convene for final formal scoring on 24th February 2015. The Evaluation will report its recommendation to a special meeting of the Council's "Assets, Regeneration and Growth (ARG) Committee". The date for this meeting is to be confirmed.

In advance of the 29th January 2015 submission deadline, each of the shortlisted parties will be invited to 'workshop' meetings to take place in October, November and December 2014. The workshop meetings will be an opportunity for the bidding parties and the Council to explore and evolve ideas for ensuring the development of Brent Cross South meets its full potential.

4.1 Placemaking workshops

Following an initial 'kick-off' meeting and presentation by the Council's team on 8th and 9th October, shortlisted bidders are invited to attend further workshop sessions with representatives from the London Borough of Barnet and its core advisory team. The workshops are principally intended to provide an opportunity for the bidders to share with the Council ideas and strategies for the delivery of Brent Cross South and for the Council to provide constructive feedback. More information on these workshops, including timings and Agenda are provided under separate cover.

4.2 Evaluation Scoring Criteria

The document at Appendix 2, describes the expected structure for Bidders' responses and relative weighting of questions. As per PQQ, there are three broad categories of questions; Placemaking, Delivery and Finance:

4.2.1 Placemaking

The London Borough of Barnet has committed to ensuring that Placemaking is at the heart of its agenda for the redevelopment of Brent Cross South. The Council has retained the services of Mindfolio Ltd (www.mindfolio.com) to help it to define and describe what the Council understands Placemaking to be. A product of this work is a conceptual framework for Placemaking and a 'balanced score card' that the Council will use to assess bidders' submissions against questions 1a, 1b and 1c.i in this regard. A redacted version of the 'scorecard' has been made available to the shortlisted parties and bidders are invited to use this to inform their own approach to the opportunities at Brent Cross South. Each shortlisted party will have the benefit of a presentation from Mindfolio and have an opportunity to ask questions and test approaches with the Council. A copy of the Balanced Scorecard is contained within Appendix 4.

4.2.2 Delivery

In the Delivery section of the ITN, unlike the PQQ, the Council is inviting bidders to describe their professional team including third party consultants where known/preferred. Detailed explanation for inclusion of third parties is required. Bidders are asked to specifically describe the roles that will be assumed by the team members.

Furthermore, the Council is making available two indicative Development Appraisals of Brent Cross South (unlocked excel spreadsheet) for bidders' consideration and testing. These models are supported by a number of technical documents that bidders are also invited to review and to confirm what further information might be required before contractually committing to this opportunity.

4.2.3 Finance

As mentioned above, two Development Appraisals have been produced in support of this procurement process; one that assumes the scheme is delivered as per the phasing in the revised planning consent and one that assumes a revised phasing strategy. These are referred to as the “s.73 Phasing” and “Capita Phasing”. The floorspace contents of these models are described in an excel spreadsheet entitled “BXS Area Schedule 16-9-14”. The two models contain a large number of working assumptions. Bidders are invited to consider both the assumptions and the structure of the delivery as per the models. Bidders are invited to review the assumptions shaded green and orange in the spreadsheets. Changes to the shaded boxes within the appraisal are captured in a summary form at the end of the appraisal and this will be used to inform the scoring of question 3.

4.3 Presentations

Following the submission of ITN documents, bidders are invited to deliver two presentations. The first will be to a broadly drawn body of professionals from the Council and supporting organisations to include representatives of the Mayor of London’s office and others to be confirmed. Feedback from this presentation will be given to the shortlisted parties and to the Evaluation Panel in advance of a further presentation to the Evaluation Panel and lead Members on 24th February 2015. The presentations are to focus on Placemaking and Delivery. 10% of bidders’ scores for these sections will be based on these presentations. In part, this score will be allocated on the way in which the Bidders respond to comments raised in the first presentation when delivering the second. The Evaluation Panel will be seeking to understand how the Bidders reflect on feedback and respond accordingly.

5. Instructions to Bidders

5.1 General

Any clarifications arising from this Invitation to Negotiate must be submitted via the messaging facility of the Council's portal, www.barnetsourcing.co.uk

The bidder workshop days are identified in 2.1 (Timetable) and described under separate cover. Bidders are asked to give 3 working day's notice prior to each workshop if they are not able to attend.

Bidders shall submit queries in writing via the messaging facility of the Council's portal, www.barnetsourcing.co.uk at least one week in advance of a meeting.

5.2 Deadline for questions

If you have any questions concerning the interpretation of any of the Invitation to Tender documents, you should provide them in writing via the messaging facility of the Council's portal, www.barnetsourcing.co.uk no later than 12 noon, 2 January 2015. The Council's response will be given in writing to all invitees to tender no later than 16 January 2015.

5.3 Preparation of submission

It is your responsibility to satisfy yourself as to the accuracy and sufficiency of all information contained in your Submission. You shall be deemed to have obtained for yourself all necessary information that might influence or affect your Submission.

5.4 Submissions to include

Submissions must include:

- Responses (cross referenced by question number) to each of the placemaking, delivery and finance requirements of this Invitation to Negotiate. Responses must not exceed (where relevant) the maximum number of pages.

- Completion of the attached certificates and forms including:
- Certificate of non-collusive tendering (Annexure 1) signed by each member of the bidding team (other than professional advisers)
- Form of Undertaking (Annexure 2) signed by each member of the bidding team (other than professional advisers)

5.5 Tender Submission

Please upload submissions on to the Council's e-portal, www.barnetsourcing.co.uk. Should technical difficulties be experienced please contact the support desk email: support@curtisfitchglobal.com and contact Susan Lowe email susan.lowe@barnet.gov.uk

5.6 Latest date and time for receipt of tenders

Submissions must be received by the Council before 12 noon on 29th January 2015. It is each bidders' responsibility to ensure that the submission is received by the Council before the due date and time (12 noon 29th January 2015) and that it complies fully with these instructions to bidders. The Council will not accept responsibility for any submission that is not properly received, for whatever reason.

5.7 Confidentiality

The information contained within this document and any subsequent information provided to short-listed Bidders, is being made available by the Council on condition that the Bidder (including if applicable all subcontractors or members of a consortium (see 5.21 for details)) have signed and released to the Council for completion a non-disclosure agreement in the form supplied to Bidders. Until such document has been signed and released to the Council (following which its terms shall prevail):

- 3/4 Bidders shall at all times treat the information as confidential;
- 3/4 Bidders shall not disclose, copy, reproduce, distribute or pass the information to any other person at any time or allow any of these things to happen;
- 3/4 Bidders shall not use the information for any purpose other than for the purpose of making (or deciding whether to make) a bid;
- 3/4 Bidders shall ensure that each of its consortium members / partners who receives any of the information are made aware of, and complies with the provisions of, this section as if it were a Bidder;
- 3/4 Bidders shall maintain a log of the distribution of the information to any other party;
- 3/4 Bidders may only disclose, distribute or pass information to another person (other than consortium members / subcontractors previously notified to the Council in writing) if either:
 - This is done for the sole purpose of enabling a bid to be made and the person receiving the information undertakes in writing to keep the information confidential on the same terms as set out in this sub paragraph; or
 - The Bidder obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of information; and
- 3/4 Bidders, their consortium members / partners must return or destroy all information, including copies, as and when requested in writing by the Council.

By participating in this ITN stage Bidders acknowledge that:

- 3/4 The Council may disclose detailed information relating to Bids to the Council's mayor, members, directors, officers, employees, agents or advisers and the Council may make key documents submitted to it by Bidders available for private inspection by the

Council's mayor, members, directors, officers, employees, agents or advisers;

- 3/4 The Council reserves the right to disseminate information that is materially relevant to the project to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect any Bidder's commercially sensitive information in its Bid. The Council will act reasonably as regards the protection of commercially sensitive information relating to the Bidder in the light of the latest published guidance on this area; and
- 3/4 Bidders shall not undertake (or permit to be undertaken) at any time any publicity activity in relation to this project, other than with the prior written consent of the Council to publication and to the content of any publicity.

5.8 Freedom of Information Statement

The Council is subject to the Freedom of Information Act 2000 ("Act") and Environmental Information Regulation ("EIR"). As part of the Council's duties under that Act or EIR, it may be required to disclose information concerning the procurement process or the contract to anyone who makes a reasonable request.

If any Bidder considers that any of the information provided as part of the tender process and/or submission to the Council or in any Tender responses is commercially sensitive (i.e. it could reasonably cause prejudice to the commercial interest of the Bidder concerned if disclosed to a third party, for example information that constitutes a trade secret) then it must be clearly marked or labelled on each sheet of the Tender response and any Tender submission as "Not for disclosure to third parties" together with valid reasons in support of the information as being exempt from disclosure under the Act.

Whilst the Council will endeavour to consult with Bidders, and have regard to comments and any objections made, before it releases any information to a third party under the Act or the EIR, the Council shall

be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request for information. The Council cannot be held liable for any loss or prejudice caused by such disclosure, including without limitation whether or not information has been marked as "Not for disclosure to third parties" or whether any reason justifying an exemption under the Act has been provided to support a request to withhold its disclosure has been given.

5.9 Conflicts of Interest

The Council requires that Bidders consider, identify and resolve all actual or potential conflicts of interest to the Council's satisfaction.

5.10 Canvassing and Non-corruption

Responses shall only be submitted on the basis that they are bona fide. In recognition of this principle any Bidder who, in connection with this project:

$\frac{3}{4}$ offers any inducement, fee or reward to any member or officer of the Council or any person acting as an advisor for the Council in connection with the project; or

$\frac{3}{4}$ does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or

$\frac{3}{4}$ canvasses any of the persons referred to in this paragraph in connection with the project;

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

The word 'Bidder' for these purposes shall be deemed to include any and all persons employed by the Bidder, or who are purporting to act on the Bidder's behalf whether the Bidder is aware of their acts or not.

5.11 Collusive Tenders

Any Bidder who, in connection with this project:

- $\frac{3}{4}$ fixes or adjusts his bid/submission by or in accordance with any agreement or arrangement with any other Bidder or other third party (other than a member of its own bidding team); or
- $\frac{3}{4}$ enters into any agreement or arrangement with any other Bidder or other third party (other than a member of its own consortium) that it shall refrain from making a Submission or as to the contents of a Submission; or
- $\frac{3}{4}$ causes or induces any person to enter such agreement as is mentioned in either paragraph above or to inform the Bidder or other third party of the contents of any Submission; or
- $\frac{3}{4}$ canvasses any of the persons referred to in connection with the project; or
- $\frac{3}{4}$ offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Submission or proposed Submission; or
- $\frac{3}{4}$ communicates to any person other than the Council the contents of its proposed Submission (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Submission and except where such disclosure is made in confidence to the Bidder's professional advisors) in connection with the preparation of the Submission, may be disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Bidder may attract).

5.12 Criminal Matters

The Council requires that no criminal offences have been committed by any Bidder in relation to its business.

If during the procurement of the Project a Bidder is convicted of a criminal offence relating to a corrupt or anti-competition act or omission arising from the procurement or supply of goods or services to a public body then the Council may following such conviction exclude the same Bidder from the procurement of this project.

5.13 Health and Safety, Disability, Non-Discrimination and Diversity

Bidders and partnering organisations shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

Bidders and partnering organisations shall comply with and shall ensure and procure that their employees, agents, sub-contractors and their respective employees and agents comply with the requirements of all relevant statutes, regulations and British Standards implementing international or European standards (or the European equivalent), including those that relate to Health and Safety.

5.14 Council not Bound

The issue of this ITN (or subsequent procurement documentation) in no way commits the Council to short list Bidders or award any contract pursuant to this procurement process.

Nothing in this ITN shall oblige the Council to short list Bidders or award a contract and the Council shall be able in its sole discretion to withdraw from the procurement process at any stage. Bidders shall not be entitled to claim costs or damages from the Council in these circumstances.

The Council reserves the right, subject to relevant legislation, at any time to reject any Submission or Bid and/or to terminate discussions with any one or more Bidders.

The Council is not bound to accept any Submission.

No offer or bid is deemed to be accepted until the final contracts have been duly signed on behalf of the Council and all of the relevant parties and declared unconditional.

Negotiation with the Council (including any notification of short-listing or preferred bidder status) does not imply acceptance of any offer or constitute an indication that an applicant will be awarded a contract.

5.15 Costs and Expenses

The Council and each Bidder shall be responsible for its own costs of bidding and negotiation. The Council reserves its position as to whether or not it will enter into contractual arrangements in regard to the project, and the procurement process will be entirely at the Bidders' risk. The Council shall bear no liability whatsoever for the outcome of the procurement process for this project and shall not be liable for the costs of any preparation, negotiation meetings or communications, fine tuning, or any loss of profit or other economic loss incurred by Bidders.

5.16 Reliance on Information and Due Diligence

The Council makes no representations or warranties as to the accuracy of the information contained or referred to in this Invitation to Negotiate documentation and information provided in the course of the procurement process. Bidders must seek their own independent legal advice on applicable laws and regulations and shall rely absolutely on their own professional competence in evaluating and verifying such information before responding to this document. The Bidders must take every opportunity to inspect and independently verify such information subject to complying with any agreed provisions as to confidentiality as defined by Section 5.7 above. The Council reserves the right to supplement or amend the information contained or referred to in its requirements from time to time and undertakes to communicate any such amendment to Bidders.

Where Bidders have any enquiries arising from this ITN documentation or which may have a bearing on the offer to be made these should be

raised with the Council, as soon as possible in writing and in any case not later than 2 January 2015 .

None of the Council, members, directors, officers, employees, agents or advisers make any representation or warranty as to, or accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of any information provided as part of the procurement or any part of it (including but not limited to loss or damage arising as a result of reliance by the Bidder on the Information or any part of it).

5.17 Communication

Any clarification queries concerning this document should be forwarded via the messaging facility of the Council's portal, www.barnetsourcing.co.uk.

5.18 Failure to Comply

Failure to comply with the instructions set out in this document or any procedures required in it may result in a Bidder not being considered by the Council. The Council also reserves the right to reject any Bidder who is guilty of serious misrepresentation in supplying any of the information requested in this document or at any point in the procurement process.

5.19 Evaluation of Submissions

The Council's evaluation criteria and relative weightings are:

CRITERIA	WEIGHTING
Placemaking	25% (with 2.5% attributed to presentation)
Delivery	50% (with 5% attributed to presentation)
Finance	25%

Presentations	7.5% (as above)
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The following evaluation methodology together with the information at Appendix 2 will be used to evaluate bidder responses.

Initial Assessment

The responses will be reviewed to ensure that:

- $\frac{3}{4}$ the response has been submitted on time and meets the Council's submission requirements which have been notified to bidders;
- $\frac{3}{4}$ the response is sufficiently complete to enable the response to be evaluated in accordance with the Evaluation Methodology and the Council reserves the right to request additional information where a response is not sufficiently complete;
- $\frac{3}{4}$ the bidder has not placed the Council in contravention of the terms and conditions of the procurement process.

Responses which do not satisfy the Initial Assessment criteria may be rejected.

Detailed Assessment

The remaining Bidder responses following the Initial Assessment will be subject to a detailed evaluation exercise. The responses will be scored against the ITN Response Requirements, Guidance and Minimum Requirements taking account of the Evaluation Criteria. These have been weighted to show the relative importance to the Council. A bid which fails to meet the Council's Minimum Requirements may be considered non-compliant and the Council may therefore exclude the bidder from the process.

Where any evaluation criteria specifies a range of 0 – 5 (where 0 is a Very Poor Response and 5 Exceeds Expectations) the score will be weighted to calculate the overall mark as follows:

- $\frac{3}{4}$ A score of 5 = 100% of the overall mark available
- $\frac{3}{4}$ A score of 4 = 80 % of the overall mark available
- $\frac{3}{4}$ A score of 3 = 60% of the overall mark available
- $\frac{3}{4}$ A score of 2 = 40% of the overall mark available
- $\frac{3}{4}$ A score of 1 = 20% of the overall mark available
- $\frac{3}{4}$ A score of 0 = 0% of the overall mark available

The Council will use the following scoring definitions to score bidder's responses:

- $\frac{3}{4}$ 5 – Excellent response provided against the objectives of the project and the Council's requirements and/or minimises the level of risk to the Council or the delivery of the project. Response inspires total confidence and exceeds the Council's requirements with evidence provided in support of all aspects of the response. No reservations about the response.
- $\frac{3}{4}$ 4 – Very good response provided against the objectives of the project and the Council's requirements without creating a disproportionate level of risk to the Council or the delivery of the project. Response inspires great confidence and exceeds or meets the Council's requirements with all requirements being addressed thoroughly and convincingly. No significant reservations about the response.
- $\frac{3}{4}$ 3 – Acceptable response provided against the objectives of the project and the Council's requirements without creating significant risk to the Council or the delivery of the project. Response is broadly compatible with the Council's requirements and demonstrates a sound understanding of the objectives of the project. Only moderate reservations about the response.
- $\frac{3}{4}$ 2 - Poor response provided against the objectives of the project and the Council's requirements and/or creates a high level of

disproportionate risk to the Council or to the delivery of the project. Response fails to demonstrate a substantive understanding of the Council's requirements and gives significant cause for concern about the delivery of the objectives of the project.

- $\frac{3}{4}$ 1 – Very poor response provided against the objectives of the project and the Council's requirements and/or creates a very high level of disproportionate risk to the Council or to the delivery of the project. Fails to meet the Council's requirements and/or no confidence about the delivery of the objectives of the project.
- $\frac{3}{4}$ 0 – Unacceptable response provided which completely fails to address the criteria and/or fails to demonstrate any understanding of the Council's requirements or fails to deliver the specified Minimum Requirements and/or no confidence about the delivery of the objectives of the project.

5.20 Notification of evaluation

The Council intends to evaluate and notify Bidders by 13 March 2015. The Council will notify Bidders if this date changes.

The Council reserves the right, at its discretion, to request clarifications in writing or further relevant information from any Bidder after the submission of responses.

5.21 Guidance to bidders

Performance bond/guarantee

The successful Bidder may be required to provide a bond and/or a parent company guarantee. A form of parent company guarantee is attached at Annexure 3 – the Council may make reasonable amendments to this once the detail of the structure and contractual arrangement is settled and the preferred bidder has been selected.

Consortium Bids

Where a Bidder comprises one or more legal entities the Bidder will be asked to confirm if:

- a) members of the consortium intend to form a special purpose vehicle; or
- b) members of the consortium will accept joint and several liability (in either case a "**Consortium Bid**"); or
- c) there is intended to be a lead party which will take primary responsibility for delivery of the obligations with other members acting as subcontractors – (which we will refer to as a "**Lead Partner Bid**").

If your response to the above differs from any information provided at PQQ stage then you should seek the Council's approval to this.

Any changes to members of a Consortium Bid or a Lead Partner Bid should be made in accordance with the following guidance.

Changes to a bidding team should be notified immediately to the Council and if two or more Bidders propose to work together and form a single entity then this must only happen with the prior written approval of the Council.

In the case of a Consortium Bid:

- $\frac{3}{4}$ Consortium members may be replaced or may withdraw so long as the Council agrees that this would not have adversely affected the evaluation of that bid at PQQ stage or provided it does not fundamentally alter the character of the consortium;
- $\frac{3}{4}$ Where new members are proposed to join the consortium, details should first be provided to the Council for its written approval and the Council reserves the right to require specific information in relation to that proposed member

In the case of the Lead Partner Bid scenario:

- ¾ If the lead partner withdraws from the process then the subcontractors may not continue in the process – the entire bid will be disqualified;
- ¾ A subcontractor may be replaced or may withdraw but only if the Council agrees in writing that this would not have adversely affected the evaluation of that bid at PQQ;
- ¾ Where new subcontractors are proposed, details should first be provided to the Council for its written approval and the Council reserves the right to require specific information in relation to that proposed subcontractor.

The Council reserves the right to take additional factors into account in accepting, or otherwise, a change to a bidding team.

Once contract award has taken place, further changes to a bidding team will be subject to the Council's express approval.

ANNEXURE 1

**LONDON BOROUGH OF BARNET
Collusive Tendering Certificate**

TO: The Mayor and Burgesses of the London Borough of Barnet, North London Business Park, Oakleigh Road South, London N11 1NP

I/we certify that this is a bona fide tender, and that I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreements or arrangement with any other person. I/we certify that I/we have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this tender any of the following acts: -

- a) communicating to a person other than the person calling for those tenders the amount or approximate amount or terms of the proposed tender, except where disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tender to be submitted;
- c) offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate, the word “person” includes any persons and any body or association, corporate or unincorporate; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

Dated the day of 2015

SIGNED

(on behalf of)

ANNEXURE 2

LONDON BOROUGH OF BARNET
Form of undertaking

To: The Mayor and Burgesses of Barnet London Borough Council
North London Business Park, Oakleigh Road South,
London N11 1NP

- 1 We certify that the information supplied in our Invitation to Tender submission/written response is accurate to the best of our knowledge.
- 2 We understand that false information could result in our Invitation to Tender/written submission being rejected and not being considered by the Council.
- 3 We confirm that we accept the conditions and undertakings set out in the Invitation to Tender.
- 4 We confirm that we shall ensure that any of our current or future partners in relation to this project shall adhere to the same conditions.
- 5 If we are selected by the Council as its preferred partner we undertake at the instruction of the Council (in its absolute discretion) that we (or our parent company (as required by the Council)) to promptly enter into the bond and/or parent company guarantee as set out in this Invitation to Tender.
- 6 I am the authorised signatory of the legal entity mentioned below and am duly authorised to submit this submission and to bind the company.

I/We

.....
...

(Insert the full name of the Bidder including 'Ltd.' 'PLC' or as the case may be. N.B. if the legal name is a business name not followed by 'Ltd.' or 'PLC' or a similar expression, please state the legal nature of the Bidder e.g. partnership or incorporated unlimited company.)

of

.....
.....

.....
....

.....(insert
address)

or being a company registered in England/Scotland

..... (insert other country of incorporation)

whose registered number is

.....(insert company registration number)

and whose registered office is at

.....

.....(insert registered address of company)

Dated:

Signed:

Full name of signatory:

Capacity of signatory

On behalf of:
(full name of Bidder)

Dated the day of 2015

ANNEXURE 3

LONDON BOROUGH OF BARNET
Form of Parent Company Guarantee

This Deed is made the [•] day of [•] 201[]

Between

- (1) **[Authority]** of [•] (the **Authority**);
- (2) **[Guarantor]** (No.[•]) of [•] (the **Guarantor**); and
- (3) **[Joint Venture Partner]** of [•] (the **Preferred Partner**).

Whereas:

- (A) The Authority and the Preferred Partner have entered into an agreement dated [•] (the **Agreement**) whereby the Preferred Partner will undertake the regeneration of Brent Cross South in the London Borough of Barnet in accordance with the Project] Agreement and the [] (the **Agreements**) (the **Regeneration**), and the Guarantor has given the Authority an undertaking to enter into a Deed of Guarantee on the following terms.

- (B) The Guarantor has agreed to guarantee the due performance of the Agreement(s) in the manner specified in this Deed.

Operative provisions:

In consideration of the payment of one pound (£1.00) by the Authority to the Guarantor, receipt of which the Guarantor acknowledges, and of the Authority entering into the Agreement(s):

- 1 For the avoidance of doubt this Deed constitutes a guarantee.

- 2 The Guarantor unconditionally and irrevocably guarantees to pay forthwith on demand all sums stated in such demand to be payable by the Preferred Partner to the Authority under the Agreement(s) and unpaid, together with all costs and expenses which the Authority may incur in enforcing this Deed.

- 3 If the Preferred Partner in any respect fails to observe or perform any of its duties or obligations to the Authority under or in connection with the Agreement(s), or if the Preferred Partner fails to pay any debt, damages, interest, costs or other sums due from the Preferred Partner to the Authority under or in connection with the Agreement(s), then the Guarantor shall discharge the performance of the said duties and obligations, and shall, if required to do so by notice given by the Authority, itself pay to the Authority without any deduction or set-off the amount of such debt, damages, interest, costs or other sums as the case shall require.
- 4 If the Authority becomes aware of any circumstances in respect of which the Authority will or may wish to bring any claim against the Guarantor under this Deed, or if the employment of the Preferred Partner under the Agreement(s) is or is purportedly terminated by reason of breach or on the occurrence of an [Insolvency Event] (as defined in the Agreement(s)) in respect of the Preferred Partner, then the Authority shall forthwith give notice of such matter to the Guarantor and shall (save in the case of an Insolvency Event in respect of the Preferred Partner) afford the Guarantor 28 days to remedy such matter or to perform or procure the performance of the Preferred Partner's duties and obligations under the Agreement(s) which remain to be performed (or which, but for such termination, would have remained to be performed).
- 5 Save where such location shall have been agreed (either in respect of the Preferred Partner, the Guarantor, or both) pursuant to the Agreement(s), the Guarantor will not locate any of the Assets (as defined in the Agreement(s) and used by the Preferred Partner or the Guarantor in the performance of its obligations under the Agreement(s)) outside of the United Kingdom.
- 6 The Agreement(s) may be modified, amended or supplemented in any manner whatsoever without the consent of the Guarantor, and no such modification, amendment or supplement shall release or impair the liability of the Guarantor under this Deed, which shall extend to the duties, obligations and liabilities of the Preferred Partner under the Agreement(s) as so modified, amended or supplemented. No invalidity in the Agreement(s) or its avoidance or termination shall affect or impair the liability of the Guarantor under this Deed.
- 7 The Guarantor shall not be discharged or released from this Deed, nor shall its liability under this Deed be affected or impaired, by any delay or failure to exercise any right under this Deed or by any

agreement, conduct, waiver, concession, compromise or allowance of time or forbearance between or given to the Preferred Partner by the Authority and the terms of this Deed shall apply to the terms of such compromise as they apply to the Agreement(s).

- 8 The Authority shall not be obliged to pursue any means of recourse against the Preferred Partner before enforcing the terms of this Deed, and the Authority shall be at liberty to compromise, release, waive or neglect any security as it sees fit, without impairment of its rights under this Deed.
- 9 This Deed shall remain in full force and effect until all money and liabilities due and owing or incurred by the Preferred Partner to the Authority have been fully satisfied and all obligations of the Guarantor to the Authority have been discharged.
- 10 This Deed is in addition to and not in substitution for any other guarantee or security or other obligation given or owing to the Authority in respect of sums due or liabilities arising under the Agreement(s).
- 11 The liquidation or receivership or insolvency of the Preferred Partner shall not affect or reduce the liability of the Guarantor under this Deed.
- 12 So long as any liability incurred by the Preferred Partner to the Authority under or in connection with the Agreement(s) remains unsatisfied, the Guarantor shall not:
 - 12.1.1 seek to enforce against the Preferred Partner payment by receipt of money, set-off, enforcement of security, proof of debt, subrogation or otherwise of the amounts paid by the Guarantor under this Deed;
 - 12.1.2 in the event of the insolvency, winding up, liquidation or dissolution of the Preferred Partner prove in competition with the Authority in respect of any money owing to the Guarantor by the Preferred Partner, but will give the Authority the benefit of any such proof and of all money to be received in respect thereof.
- 13 If, notwithstanding the above provisions of clause 12, at a time when any liability incurred by the Preferred Partner to the Authority under or in connection with the Agreement(s) remains unsatisfied, the Guarantor receives any moneys or property in respect of amounts paid by the Guarantor under this Deed or owing to the Guarantor by

the Preferred Partner, the Guarantor shall hold such moneys or property on trust for the Authority and shall pay or transfer the same to the Authority immediately on request to the extent required to satisfy the unsatisfied liability.

- 14 Any money judgment of the court or award or decision arising out of the Dispute Resolution Procedure against the Preferred Partner in favour of the Authority under the Agreement(s) shall be conclusive evidence for the purposes of this Deed as to any liability of the Preferred Partner to which such judgment or award or decision relates (unless or until the same is set aside by any competent tribunal) but on condition that if the Authority commences any proceedings in court or an expert determination under the Dispute Resolution Procedure against the Preferred Partner under or in connection with the Agreement(s), it shall so notify the Guarantor within 28 days after their commencement. The Authority and the Preferred Partner each agrees that if the Guarantor requests within 28 days of such notification that it be joined as a Party to or be heard in such proceedings, it will promptly take all reasonable steps within its power to have the Guarantor joined or given rights of audience in such proceedings.
- 15 The Authority may without the consent of the Guarantor assign or charge the benefit of this Deed to any person to whom the Authority lawfully assigns or charges the benefit of any of the Agreement(s).
- 16 Any demands notice or requests to be made or given by any Party under this Deed will be sufficiently served if sent by hand, by facsimile transmission or by post to the registered office or if there is none the last known address of the Party to be served. Any notice sent by hand will be deemed to be served on the date of delivery and any notice sent by facsimile transmission will be deemed to be served in full at the time recorded on the facsimile report sheet provided that if any notice sent by hand or facsimile is sent after 4.45 pm on any day it will be deemed to be served on the next working day. Any notice sent by post will be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 4.45 pm on a working day and otherwise on the next working day.
- 17 This Deed shall remain in force despite any change in the constitution of the Guarantor, the Preferred Partner or the Authority.
- 18 The Guarantor warrants and represents to the Authority that it has full power to enter into and perform its obligations under this Deed.

- 19 This Deed shall be binding on the Guarantor's successors in title.
- 20 This Deed will be construed in accordance with English law and be in all respects subject to the exclusive jurisdiction of the English courts.
- 21 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Deed.
- 22 The liability of the Guarantor under this Deed shall be co-extensive with the liability of the Preferred Partner under the Agreement(s) and the aggregate liability of the Guarantor under this Deed shall in no event be greater than the Preferred Partner's aggregate liability under the Agreement(s).

In Witness whereof the parties have executed this guarantee as a deed on the date first set out above.

Executed as a Deed by:

APPENDIX 2

**BRENT CROSS EVALUATION CRITERIA AND METHODOLOGY
INVITATION TO NEGOTIATE**

PLEASE NOTE THAT THE WORDING OF THE QUESTIONS SHADED GREEN ARE SLIGHTLY DIFFERENT TO THAT CONTAINED IN THE MOI

Ref	Evaluation Topic	ITN Response Requirements	Guidance	Minimum Requirements	Evaluation Method	Scoring Definition	Page/content limit	Weighting	
1(a)	Placemaking	Describe your understanding of the Council's objectives and requirements	<p>Please refer to the MOI, the Statement of Objectives and the various Mindfolio documents available in the online data toom</p> <p>The question gives all bidders an opportunity to demonstrate its understanding of the Council's objectives and requirements for the development at Brent Cross.</p>		<p>Please see the Mindfolio Scorecard.</p> <p>Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question</p>	Please see the Mindfolio Scorecard.	5	2.5%	
1(b)		Describe your approach to making this place a successful and integrated part of Barnet and London	<p>Please refer to the MOI, the Statement of Objectives and the various Mindfolio documents available in the online data toom</p> <p>The bidder is to deliver a Placemaking strategy to pick up on and respond to the contents of the Mindfolio Score Card, recognising both the Council's objectives and the opportunity presented by the site.</p>		<p>Please see the Mindfolio Scorecard. All key aspects are picked up on. Strategy for 'success' has clear SMART objectives; Specific, Measureable, Assignable, Realistic and Time related. Makes particular reference to integration and looks beyond the redline of the planning application and the shopping centre</p> <p>Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question</p>	Please see the Mindfolio Scorecard.	8	5%	
1(c)		The Council is expecting its partner to finalise a jointly-owned Business Plan before entering in to a formal joint venture. In anticipation of this:							
		(i) What is your approach to creating a sustainable economic basis for the area, taking in to account the potential of the commercial accommodation provided by the extant outline planning consent?	<p>Please refer to the MOI, the Statement of Objectives and the various Mindfolio documents available in the online data toom. The Council expects that the response to this question will clearly approach the question of how to make best use of the opportunity presented by the considerable amount of commercial floorspace within the outline consent.</p>	The Council's minimum requirement as to job density is 0.65 jobs per working age person which is expected to be exceeded	<p>Response describes a process that clearly links to "Wealth and Opportunity" in the Mindfolio Scorecard and focuses on how the partner will approach the consideration and delivery of up to c.4.25million sqft of commercial floorspace. Provides a well considered approach to testing the market, delivers 'big ideas', considers how to attract early adopters and describes the method for attracting talent. Evidence used to deliver confidence that the plan can deliver the intended outcomes.</p> <p>Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up: (a) reflects fully the response to this question; and (b)incorporates the Council's minimum requirements in relation to this question.</p>	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	5	2.5%	
	(ii) Can you realise your vision within the parameters of the extant outline consent? (1) If not, why not? What aspects would you revisit? (2) If yes, what would be the extent of the first phase?	<p>Please refer to the Planning documents contained in the on-line dataroom. Over and above the need to meet its stated objectives, the Council is not wedded to the consented scheme. It will be looking for evidence that the bidding team fully understands the parameters of the consent and provides detailed justification for its position (either way). Bidders may choose to illustrate their thinking with images and/or with reference to residual development appraisal models.</p>		<p>Maximum scores will be allocated on the basis that the bidder demonstrates a detailed awareness of the extant consent, that it has considered the various aspects against both the Council's objectives and its own vision for Brent Cross South. The Council will evaluate how realistic it may be to secure planning permission for any proposed change</p> <p>Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question</p>	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	7	2.5%		

BRENT CROSS SOUTH ITN SCORING GUIDANCE

	(iii) If you have an alternative approach to masterplanning the site, please describe it and how long will it take to test and what value will add to the Council? (1) how much is the work is expected to cost? and (2) over what time period?	The Council expects testing to be complete before entering in to a formal contractual relationship and that costs will be incurred solely by the preferred partner i.e. LBB is not paying for testing for testing sake and this is at the preferred partner's risk. Bidders may choose to illustrate the description of the approach with images and/or reference to residual development appraisal models.	The minimum requirement is that any testing will (a) be at the cost of the bidder and (b) will not take longer than 6 months from selection of the preferred bidder	If the bidder has stated that an alternative approach will be pursued, maximum scores will be allocated on the basis that the bidder demonstrates a detailed plan for testing the alternative and provides specific goals for the process that are demonstrably aligned to the Council's objectives. Any testing to take not longer than 6 months. If no alternative is proposed, the bidder provides a detailed explanation of why not and why this would be in the Council's interest. Bidders should note that the Council will evaluate whether a proposal might have an adverse impact on the proposed CPO Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up: (a) reflects fully the response to this question; and (b)incorporates the Council's minimum requirements in relation to this question.	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	8	5%
	(iv) Please explain your thoughts on the impact of a new train station at Brent Cross South. How might your plans change if the station is not implemented?	Bidders are invited to consider the potential benefits of the new station on the scheme and support this with reference to case studies and demonstration of awareness of how infrastructure impacts on land value.		The response provides an evidence based assessment of the benefits of a new station and with reference to the MindFolio scorecard. Response provides a reasoned impact analysis of how the scheme will be affected by the absence of the station. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	5	2.5%
	(v) How long do you envisage the business planning process will take?	Bidders are invited to provide a GANT chart for the business planning process which demonstrates who and how the various matters will be addressed. The Council notes that this is subject to availability and commitment from LBB officers, members and other stakeholders. Bidders' responses will be expected to demonstrate where Council and third party input will be required.	The business planning process shall not be timetabled in such a way so as to cause a delay beyond the target start on site date at the start of 2017	Maximum scores will be awarded on the basis that the Council is satisfied that the Bidder fully appreciates the resources required for the Business Planning process and how the Council and other third parties will contribute to the process. Bidders are expected to highlight potential risks to the process, with proposed mitigation strategies. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up: (a) reflects fully the response to this question; and (b)incorporates the Council's minimum requirements in relation to this question (if any).	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	2	2.5%
2(a)	Delivery						
(i)	Please provide details of your team members including professional appointments and confirm: (1) who will lead from within your company; and (2) who will sit on the JV board / project executive.	The Council is expecting two representatives to be appointed to the JV Board, to join two representatives from the Council and an independent Chair. The Board members are expected to have considerable (10+ years) relevant experience with demonstrable experience of partnership working.	As a minimum requirement there should be equal Council / developer representation on the board plus an independent chair with the proposed board members having over 10 years relevant experience	Individual CVs should show clear evidence of how the experience of your individuals will ensure delivery of the project objectives and the Council's requirements. Clear statement as to how Placemaking will be managed as an agenda item. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up: (a) reflects fully the response to this question; and (b)incorporates the Council's minimum requirements in relation to this question.	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	2	4%

(ii)	Who will support from within your company? Please provide a team organigram.	Full internal team organigram.		Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question		1	2%
(iii)	Please explain how the experience of your team members will ensure delivery of the project objectives and the Council's requirements.	Bidders should show clearly how relevant case studies show that the individuals are well placed to address the Council's objectives moving forwards.		Clear linkages between named individuals and relevant case studies. Project examples show where the team has led planning processes, phased delivery and deferred financial returns to ensure delivery of the project objectives and the Council's requirements. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	4	3.5%
(iv)	What key skills and attributes do your internal team members bring?	The Council is seeking clear statement of skills and expertise, over and above generic CVs. Skills link to the MindFolio scorecard and cross-reference to the Council's objectives and requirements.		Submission will make it clear what key skills are required and how the proposed team will deliver them. Skills will be related to the Council's objectives and reference to specific requirements of progressing the scheme. Examples will include understanding of Rail stakeholders, CPO, development and contract management, finance, project management. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	2	2%
(v)	What process will you adopt in making professional appointments?	Where appointments are yet to be made, Bidders are invited to describe their process for appointing further professional support. The response is to describe the processes and systems that will be used to select the most appropriate companies/individuals at the most competitive rates. The process is expected to form the basis of a commitment within the eventual delivery agreement with the Council	It is a minimum requirement that there should be a commitment to competitive tendering	Submission recognises the commercial benefits of competitive tendering and embeds this process in each and every appointment. Any departure from such a strategy is to be explained and supported by examples. Clear understanding of the Council's reputation and requirements as a party to the process. Acknowledges potential for Council and Re's involvement to get economic advantage. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up: (a) reflects fully the response to this question; and (b)incorporates the Council's minimum requirements in relation to this question.	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	3	1.5%
(vi)	Detail any professional appointments you have/would like to make as preferred partner. Explain why you would make these appointments and the benefits they would bring to the project. Where have you worked with the nominated professionals and what outcomes have been achieved with their support?	Named individuals as opposed to generic "Capita" for example. Specific benefits, supported by examples of previous appointments. Reasoned justification for the specific proposed professional appointment. Outcomes include swift consents, award winning design, high levels of engagement etc		Submission provides clear justification and explanation. Demonstrable track record of working together in previous situations. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	2	2%
2(b)	Please comment on the technical information that has been provided to you and comment on whether you consider there are any further studies or reports that you require prior to entering in to a Joint Venture with the London Borough of Barnet.	The Council is seeking evidence of the Bidder having fully considered the technical information and a reasoned justification for further work. In terms of further work, the Council is expecting to receive an explanation of the required studies and anticipated timing. It is expected that these reports will be included in the GANT chart within question 1(c).v.		Response shows a detailed appreciation of the contents of the data room and provides a comprehensive assessment of what else will be required <u>in preparation for the contractual relationship</u> . Response is balanced and pragmatic linking to where the team has undertaken delivery in partnership arrangements. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	2	2.5%

2(c)	How do you propose to engage with third party interests (Network Rail, Tesco, Hammerson and Standard Life Investments for example)	Clearly identified roles and responsibilities for third party negotiations. The selection of individuals is clearly explained and potentially linked to track record in similar negotiations with positive outcomes. Description of Project Management arrangements and demonstrable awareness of the complications and program risks that can be introduced by third parties. Bidder offers pragmatic and commercial solutions to the challenges posed.		Bidder clearly defines both roles and the strategic context for these negotiations and relationships. Proposal is evidence based and linked to prior experience. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	5	5%
2(d)	How will you facilitate/procure the delivery of the scheme? Please break your answer down for: (1) infrastructure (2) the development plots (3) estate management	Response covers both "procurement" and project management. i. Methodology for both procuring infrastructure and spreading the cost/burden as required. How might phasing be informed by infrastructure requirements? ii. Methodology for deciding whether to directly develop or to bring in third parties. Explanation of how direct development would be demonstrably in the interests of the landowners. iii. Estate Management is via a method to keep service charges to an absolute minimum whilst maintaining quality. How to design-in to the Placemaking agenda. In addition to financial considerations, bidder demonstrates consideration as to how to capture social, economic and environmental benefit. London Procurement Pledge.		Score to be equally distributed between i-iii. Methodology refers to and demonstrates best practice will be embedded in the partnership. Links closely with Question 3a but focusses on viability analysis, procurement, project management. Provides a simple methodology for weighing options against the Council's requirements and objectives. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	5	7.5%
2(e)	How will you maintain high build quality over the life of the scheme?	Proven Project Management and monitoring processes. Successful use of Design and Quality standards and guidance. Introduce capacity for LBB as landowner to consider the cost/benefit of how quality might impact land receipts and reduce maintenance costs in terms of successful place making. Bidders should set out their own minimum requirements for delivering high build quality.		Response provides an evidence based approach to long term commitment to high quality. Recognises and addresses that in some instances the commitment to a high quality may impact short term gains in the interest of long term benefit. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	2	2.5%
2(f)	How will you help ensure best value through delivery procurement?	Expect the use of competitive tendering, use and/or creation of existing panels or relationships as might be appropriate.	It is a minimum requirement that there should be a commitment to competitive tendering	Bidder provides a detailed process for the procurement of infrastructure in an objective manner that will enable robust assessment and most economically advantageous terms for the Council and its partners. Process is expected to test for conflicts, quality, programme and CSR (not exhaustive). Where the bidder is capable of self-delivery the Council expects that the process will still be competitive (market tested) and managed appropriately. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up: (a) reflects fully the response to this question; and (b) incorporates the Council's minimum requirements in relation to this question.	A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.	2	2.5%

2(g)	<p>What is your approach to ensuring a prompt start on site?</p>	<p>Bidders should prepare an implementation programme showing the sequence of events (and the timings) for those events which must occur after entering in to a Joint Venture but prior to a start on site. The implementation programme gives bidders an opportunity to demonstrate their understanding of the key issues which may impact upon the timing of a start on site and to demonstrate their understanding of the Council's objectives by programming the start on site effectively.</p> <p>The implementation programme should be accompanied by a method statement which sets out the bidder's approach in developing the implementation programme.</p> <p>The method statement should include: (A) an explanation as to how the programme is considered to facilitate the achievement of the Council's objectives; (B) an explanation of the risks to a prompt start on site; and (C) details of the risk mitigation measures proposed by the bidder; and (D) any specific processes or systems which the bidder intends to adopt in order to facilitate achievement of the programme (together with any examples of where such systems or processes have been used elsewhere).</p>	<p>The minimum requirement is that the programme should target a start on site in early 2017. The Market Square at the southern end of the Living Bridge should form part of the first phase</p>	<p>The Council will be assessing your implementation programme and method statement against the following criteria: (A) your programme will need to demonstrate that a start on site will be made in a timely way in order to meet the Council's objectives; (B) the programme and method statement should include a detailed and realistic review of the risks to a prompt start on site and demonstrate how you intend to mitigate those risks; and (C) the programme and method statement should include a review of the processes and systems which will be used to increase the efficiency of the programme. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up: (a) reflects fully the response to this question; and (b)incorporates the Council's minimum</p>	<p>A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.</p>	5	5.0%
2(h)	<p>What will be the Key Performance Indicators for the Joint Venture?</p>	<p>Responses should: (A) set out the Key Performance Indicators for assessing the partners' successful performance as members of the Joint Venture; (B) explain how each of the Key Performance Indicators will be assessed using SMART (Specific, Measurable, Action Related, Relevant and Time Limited); (C) demonstrate how the Key Performance Indicators will ensure delivery of the project objectives and the Council's requirements. The Key Performance Indicators which need to be reflected in your response as a minimum are set out in the Terms of Reference document.</p>	<p>Please refer to Descriptive Document for more information and guidance.</p>	<p>The Council will be assessing your response against the following criteria: (A) your approach to setting Key Performance Indicators which can be measured using SMART; (B) an understanding of the Key Performance Indicators which are required to ensure that the project objectives and Council's requirements will be delivered; and (C) your approach to Joint Venture working and the responsibilities of the respective parties in satisfying the Key Performance Indicators; Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up: (a) reflects fully the response to this question; and (b)incorporates the Council's minimum</p>	<p>A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.</p>	5	5%
3(a)	<p>Finance How will you approach the funding for the delivery of: (1) the infrastructure; and (2) the development plots?</p>	<p>Funding will need to strike a balance between debt and equity and make a case for the use of each as required. • Infrastructure: robust strategy that does not rely on charging land. • Plots: more acceptable to charge the plots if being directly delivered as the debt will only be drawn down if the partners are satisfied as to business case. May need an equity commitment.</p> <p>Statement as to how LBB's access to finance might be of use. The Council will grant a building lease that is anticipated to provide adequate security on a phase by phase basis.</p>		<p>Approach clearly articulates the particular challenge of funding infrastructure. Provides evidence based solutions and a clear strategy for funding. Response delivers a balanced assessment of the positive and negative aspects of a variety of options, linked to the need for prompt delivery, resilience and a clear exit strategy and the Councils objectives and requirements. Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question</p>	<p>A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.</p>	10	7.5%

3(b)		<p>How will the respective financial returns be calculated? How will the returns to the London Borough of Barnet be calculated? Please provide details on:</p> <p>(1) your target profit on cost (i.e., your priority return);</p> <p>(2) distribution of returns in excess of your priority return;</p> <p>(3) development management fees;</p> <p>(4) caps and collars on expenditure;</p> <p>(5) corporate guarantees;</p> <p>(6) timing / longstops.</p> <p>Parties will be issued with an unlocked excel spreadsheet for completion.</p>	<p>Expect fully open book calculations with certain aspects fixed in advance (such as profit on cost, development management etc)</p> <p>Bidders should provide worked examples based on the information contained in the appraisals provided. Bidders are asked to express their target return as a profit on cost (making it clear to which costs such profit would apply) to allow a fair evaluation of bidders' responses. This should be provided for three scenarios: (a) the provision of a serviced site, the subsequent development of which is delivered by a third party; and (b) the provision of a serviced site, and subsequent residential development delivered by the developer; and (c) the provision of a serviced site, and subsequent commercial development delivered by the developer.</p> <p>'Profit on cost' measures will be the primary method used to compare Bidders' proposals. If, corporately, bidders have an alternative approach to assessing and receiving an acceptable level of profit then details of this should also be provided in each of the three scenarios having regard to the Council's ambition for long term returns. Bidders will need to state the basis on which they will be prepared to contractually commit to the project and such margins will not be capable of amendment following selection of the preferred bidder without the Council's express approval (in its absolute discretion)</p> <p>Caps and collars: is there potential to cap expenditure at pre-agreed levels and to protect LBB against over-spend?</p>		<p>Response recognises the Council's proposals and responds with a simple process that can be easily explained to a lay person. Provides a robust strategy for calculating returns that will stand the test of time, be fair and equitable and meet the statutory tests that the Council is obliged to adhere to. Response acknowledges that land will be committed at nil upfront consideration. The Council will be interested in an approach to the assessment of and/or distribution of profit which reflects a longer term interest in the success of the project and therefore shares in the Council's approach to providing its land for nil up front consideration.</p> <p>Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question</p>	<p>A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.</p> <p>(Note that page limit excludes financial appraisals which should be submitted within a separate Appendix)</p>	6	10%
3(c)		<p>It is envisaged that the Joint Venture be defined by agreed 'hurdle' rates for phase by phase viability. How will 'viable' be defined? What dispute resolution processes will be introduced?</p>	<p>Definition is split between infrastructure and plot development. Viable infrastructure relates to certainty that land receipts will be expected. Viable plot sales/development is linked to either expenditure to date (+ rolling cost of finance) and/or measurable alternative use values.</p> <p>References to RICS and other sources of guidance as might be appropriate with regards to Viability modelling and Valuation.</p> <p>Dispute resolution refers to independent Chair in most cases except where requires expert support. Suggested method for dealing with costs in these circumstances. The Council would like to understand if (a) bidders will accept a lower hurdle rate of return (in order to start on a phase), perhaps in exchange for a higher target rate of return if the phase outperforms expectations; (b) how hurdle rates might differ in the three scenarios described in the preceding question; (c) how hurdle rates might change as the project progresses</p>		<p>Hurdle rates are simply conceived and will stand the test of time. Reference is made to their successful use in other projects and linked to the definition of viable. Dispute resolution processes are based on RICS best practice and will involve the appointment of an independent third party advisor. Recognises the hierarchy of decision making within the Partnership arrangements.</p> <p>Contract terms - the mark up of the contract terms will be evaluated to ensure that the mark up reflects fully the response to this question</p>	<p>A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.</p>	4	7.5%
4(a)	Presentation	<p>What will Brent Cross South be known for? What is your placemaking strategy?</p>	<p>This section of the presentation is allocated 10% of the overall 25% Placemaking score i.e. 2.5%</p> <p>Please refer to the MOI, the Statement of Objectives and the various Mindfolio documents available in the online data room</p> <p>The question gives all bidders an opportunity to demonstrate its understanding of the Council's objectives and requirements for the development at Brent Cross.</p>		<p>a. 2.5%. Bidder delivers 'Big ideas' in a succinct and clear manner and conveys them in way that can be easily understood. The rationale behind ideas are well evidenced and owned at a senior level. Specifically addresses the opportunity presented by the commercial content of the scheme and the relationship with surrounding uses. Links back to Council requirements and objectives and Mindfolio's scorecard.</p>	<p>A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.</p>	40min presentation	7.5%
4(b)		<p>Why are you confident that this scheme can be delivered? What is your delivery strategy?</p>	<p>This section of the presentation is allocated 10% of the overall 50% Delivery score i.e. 5%.</p>		<p>b. 5%. Bidder provides a clear explanation as to why the proposed team will make this a success. Describes how the various aspects of the scheme will be designed, funded and delivered. Acknowledges and responds to any questions or matters raised in the first Stakeholder presentation.</p>	<p>A score of '0' to '5' will be awarded on the basis set out in the Instructions for Bidders.</p>		

APPENDIX 3

Brent Cross South
ITN Data Room Contents List
www.brentcrosssouth.co.uk

Document ID	Title	Author	Date	Folder	Comment
BXC01	App Forms			Forms Drawing, Plans	S73 Outline Planning Application Document
BXC01	DrawingsPlans			Forms Drawing, Plans	S73 Outline Planning Application Document
BXC01	Rev DFS			Forms Drawing, Plans	S73 Outline Planning Application Document
BXC02	ES Non Technical Summary			Environmental Statements	S73 Outline Planning Application Document
BXC02	ES Vol 1a			Environmental Statements	S73 Outline Planning Application Document
BXC02	ES Vol 1b			Environmental Statements	S73 Outline Planning Application Document
BXC02	ES Vol 2			Environmental Statements	S73 Outline Planning Application Document
BXC03	Design and Access Statement (DAS)			Design	S73 Outline Planning Application Document
BXC03	Design Guidelines (DG)			Design	S73 Outline Planning Application Document
BXC04	Planning Statement Addendum			Planning Statement Addendum	S73 Outline Planning Application Document
BXC05	Transport Assessment (TA) Main Report Vol1			Transport & Highways	S73 Outline Planning Application Document
BXC05	TA Appendices Vol2			Transport & Highways	S73 Outline Planning Application Document
BXC05	CTA TravelPlans Vol3			Transport & Highways	S73 Outline Planning Application Document
BXC05	CTA HE Proposal Vol4			Transport & Highways	S73 Outline Planning Application Document
BXC05	Transport Report Vol5			Transport & Highways	S73 Outline Planning Application Document
BXC06	Retail Report Addendum			Retail	S73 Outline Planning Application Document
BXC07	Public Realm Open Space			Public Realm & Open Space	S73 Outline Planning Application Document
BXC08	Revised Environmental Sustainability Statement			Environmental Sustainability Statement	S73 Outline Planning Application Document
BXC09	Revised Energy Statement			Energy Statement	S73 Outline Planning Application Document
BXC10	Social Infrastructure Report Addendum			Social Infrastructure	S73 Outline Planning Application Document
BXC11	Revised Utility Strategy			Utility Strategy	S73 Outline Planning Application Document
BXC12	Regeneration Strategy Addendum			Regeneration Strategy	S73 Outline Planning Application Document
BXC13	Estate Management Strategy Addendum			Estate Management	S73 Outline Planning Application Document
BXC14	Housing Strategy Addendum			Housing Strategy	S73 Outline Planning Application Document
BXC15	Drainage Strategy			Drainage Strategy	S73 Outline Planning Application Document
BXC16	Flood Risk Assessment			Flood Risk Assessment	S73 Outline Planning Application Document
BXC17	Geo Environmental Assessment			Geo env and geo tech	S73 Outline Planning Application Document
BXC18	Health Impact Assessment			Health Impact Assessment	S73 Outline Planning Application Document
BXC19	Summary of Community Involvement			Community Involvement	S73 Outline Planning Application Document
BXC20	Approval in Principle for bridges			AIP for Bridges	S73 Outline Planning Application Document
BXC21	Construction Impact Assessment			Construction Impact Assessment	S73 Outline Planning Application Document
BXC22	Draft S106 Agreement			S106 Agreement	S73 Outline Planning Application Document
BXS01	MOI	Capita	Jul-14	MOI	
BXS02	OJEU Notice	Capita	Jul-14	MOI	
BXS03	Structural Soils Data 1 Q1 2006	Structural Soils	2006	Contaminated Land	
BXS04	Structural Soils Data 21 Q1 2006	Structural Soils	2007	Contaminated Land	
BXS05	Structural Soils Factual Report	Structural Soils	Dec-06	Contaminated Land	
BXS06	Earthworks Strategy Report Issue 2	URS	Feb-14	Contaminated Land	
BXS07	Existing Utilities Location Plan	Buro Happold	Jun-06	Utilities	
BXS08	Existing Utilities Telecom layout Plan	Buro Happold	Jun-06	Utilities	
BXS09	Existing Utilities Electricity Laayout Plan	Buro Happold	Jun-06	Utilities	
BXS10	Existing Utilities Drainage Layout Plan	Buro Happold	Jun-06	Utilities	
BXS11	Existing Utilities Gas Layout Plan	Buro Happold	Jun-06	Utilities	
BXS12	Existing Utilities Water Layout Plan	Buro Happold	Jun-06	Utilities	
BXS13	Revised Utilities Phasing Strategy	Buro Happold	Feb-14	Utilities	
BXS14	MOI Correction - Hammerson infrastructure commitment	Capita	Aug-14	MOI / Costs	
BXS15	High Level Infrastructure Works Cost Estimate	Rider Levitt Buckna	Jan-14	Costs	
BXS16	Brent Cross Cricklewood s73 Planning Committee Report	LB Barnet	Jan-14	Planning Committee	
BXS17	BXS16 Annex	LB Barnet	Jan-14	Planning Committee	
BXS18	BXS16 Appendix 1 planning conditions	LB Barnet	Jan-14	Planning Committee	
BXS19	BXS16 Appendix 2 Policy Compliance	LB Barnet	Jan-14	Planning Committee	
BXS20	BXS16 Appendix 3 Consultation Responses	LB Barnet	Jan-14	Planning Committee	
BXS21	BXS17 Appendix 4 S106 HOTs	LB Barnet	Jan-14	Planning Committee	
BXS22	BXC s73 Committee Addendum Report	LB Barnet	Jan-14	Planning Committee	
BXS23	BXC S73 Committee Meeting Minutes	LB Barnet	Feb-14	Planning Committee	
BXS24	Aerial Image	Hammerson	unknown	Plans	
BXS25	S73 Site Plan	Hammerson	Oct-13	Plans	
BXS26	Plot layout summary	Allies and Morrison		Plans	Relates to S73 application content
BXS27	Allies and Morrison Plot Studies Book Rev3	Allies and Morrison	2013	Appraisal	
BXS28	Area Schedule	Capita/Allies	16/09/2014	Appraisal	
BXS29	Plot numbers plan	Capita	Sep-14	Appraisal	
BXS30	Mindfolio Placemaking presentation	Mindfolio	Oct-14		
TO FOLLOW	Residual development appraisals	Capita	Nov-14	Appraisal	
TO FOLLOW	Report on PDA between the London Borough of Barnet and Hammerson & Standard Life Investments	Wragge Lawrence Graham & Co LLP	Nov-14		
TO FOLLOW	Proposed Corporate structure	Wragge Lawrence Graham & Co LLP	Nov-14		

APPENDIX 4

Balanced Score Card: Brent Cross Cricklewood (Draft)



Place Making	Objectives	Brent Cross Cricklewood Requirements	Metrics & Qualifiers	Weighting	KPI	
					Bidder Responses	Measurement
The Big Idea 28%			What BX South should be known for			

Place Making	Objectives	Brent Cross Cricklewood Requirements	Metrics & Qualifiers	Weighting	KPI	
					Bidder Responses	Measurement
<p>Urban Design 16%</p>	<p>Does the Masterplan transform anonymous, undifferentiated spaces into distinctive and remarkable places?</p>	<p>A New Town Centre for London</p>	<p>Integrating the new 'Living Bridge' (and complementing BX Shopping Centre) into the new place</p> <p>Enticing BX Shopping Centre visitors to cross into the new town centre</p> <p>How to zone the mix: Ancillary, convenience, services, neighbourhood shops, food and beverage</p> <p>Developing an appealing neighbourhood, including café and food offer for all ages and tastes</p>			
			<p>Residential Mix</p>	<p>'Cradle to Grave'- creating places where people can live all their lives from young families to elderly relatives</p> <p>What mix of tenures including private sale, private rent and affordable housing is relevant to Barnet?</p> <p>To keep diversity, not sell off plan abroad, encourage private freeholder / rentals</p> <p>Responding to the ageing population and single person household?</p> <p>Older people can't downsize? There is limited variety of housing types, with the quality of the larger residences. How responding</p> <p>Addresses issue of high-rise in an area of houses</p>		

Place Making	Objectives	Brent Cross Cricklewood Requirements	Metrics & Qualifiers	Weighting	KPI	
					Bidder Responses	Measurement
Urban Design 16%		Design	Design: Distinctive? Inspiring? Not boxes with balconies and chain coffee shops below... Creating a unique community: Buildings, Streets, Shops, Public Realm etc. Environmental considerations Legible - people know where they are and can describe how to find their way around Capturing the emotional connection & ethos of the place			

Place Making	Objectives	Brent Cross Cricklewood Requirements	Metrics & Qualifiers	Weighting	KPI	
					Bidder Responses	Measurement
Urban Design 16%	Place-building: Do the physical changes optimise the quality of living, the community experience, the 'beauty of place', and the feeling of belonging across age groups?	Well Integrated	Why will people come? Making residents, workers and visitors feel good How integrate and make attractive residential and commercial spaces- no dead times and multi-purpose buildings Avoiding creating 'Islands', show effective integration with the surrounding neighbourhoods			

Place Making	Objectives	Brent Cross Cricklewood Requirements	Metrics & Qualifiers	Weighting	KPI	
					Bidder Responses	Measurement
<p>Urban Design 16%</p>	<p>Convincing solutions: Access, Linkages, Densities, Proximities?</p> <p>Dealt with supporting attributes e.g. Smart City applications, Walkability, Legibility, Affordability, 'Policeability'?</p>	<p>Well Connected</p>	<p>Readability of the area and on-going connections from all arrival / departure points</p> <p>Strategic and robust transport plan, showcasing the connectivity to the north and south of the regeneration area, and the connectivity of the regeneration area to the adjoining neighbourhoods in Barnet, Brent and Camden</p> <p>Accessibility of BXC from stations</p> <p>Easy mobility through the area utilising walkways, buses, cycle ways and the Brent riverside</p> <p>Reduce impact of car usage and car parking on the place e.g. reduction, relocation, new management approaches and recognising that many residents may, initially at least, expect to own cars</p>			

Place Making	Objectives	Brent Cross Cricklewood Requirements	Metrics & Qualifiers	Weighting	KPI	
					Bidder Responses	Measurements
Social Well Being 16%	How well have we facilitated the overall 'Quality of Life', from the individuals 'place of living' to collective community amenities, cafes, shops and services?	Community Engagement	Creating activity and building links with the surrounding communities including social facilities Process for engagement of the community and the management of the impact of phasing and construction activities on the neighbourhood			
		A Place for Everyone	Building on 'Authenticity of the Place'. Consideration to what exists already Directly involving and empowering the local / existing community in relation to their existing area A 'Place for all Faiths'			

Place Making	Objectives	Brent Cross Cricklewood Requirements	Metrics & Qualifiers	Weighting	KPI	
					Bidder Responses	Measurements
<p>Social Well Being 16%</p>	<p>Do we foster the 'Sense of Belonging' through developing options for people across all age group to meet and talk easily & spontaneously?</p> <p>How do we /how will we engage stakeholders and even co-create with them?</p>	<p>Neighbourhood Character</p>	<p>Integrating 7,500 new homes, within the existing community</p> <p>What is the rhythm of the place? Districts? Squares? Parks? Green space? Users? Etc.</p> <p>How will the neighbourhoods, each with a 'Reason for Being' and own identity also provide 'Complementary Character' and work well as a 'whole'</p>			

Place Making	Objectives	Brent Cross Cricklewood Requirements	Metrics & Qualifiers	Weighting	KPI	
					Bidder Responses	Measurements
Social Well Being 16%	Community building: What are we doing to forestall the community blight of 'Dark Windows'?	Affordable (cost of living)	Opportunities for 'different budgets' to live in the neighbourhood. Consideration to: Cost of living - bills, transport, food, accommodation Facilitating neighbourliness, fun laughter and traditions A range of housing types and tenures Making the place attractive for younger people, who want to stay, as well as families and older residents Communities facilities and provision for: -Health and Wellbeing -Older age groups -Ageing population			

Place Making	Objectives	Brent Cross Cricklewood Requirements	Metrics & Qualifiers	Weighting	KPI	
					Bidder Responses	Measurements
Social Well Being 16%	Education for all ages; compulsory, academic vocational, and lifelong learning?	Education	Continuing Barnet's tradition of educational excellence Ensuring a mix of academic and vocational excellence at all levels Maximising schools' (and other educational spaces) contribution to the community			

Place Making	Objectives	Brent Cross Cricklewood Requirements	Metrics & Qualifiers	Weighting	KPI	
					Bidder Responses	Measurement
<p>Wealth & Opportunity 16%</p>	<p>Provision of commercial and technological infrastructures to attract employers and self-employed knowledge workers? Any convincing propositions about economic clustering to attract anchor employers and facilities, leveraging local realities and potential? Thought about amenities to stand out as 'Attractors of Talent' (rather than firms, the conventional focus)? Barnet wants to be the best place for smaller businesses in London'. Thought about concepts to incubate and promote this aspiration? Alliances and facilities to enable and foster the development of 'cluster' talents and skills e.g. academies, apprenticeships, etc.?</p>	<p>A Strong Local Economic Base</p>	<p>Developing Barnet's existing strong local economic base: A range of businesses and employment uses Commitment to developing commercial initiatives to attract larger employers as well as SME's NOT just a residential development Should we also be attracting HQ / corporates for flagship office space New office destination? Opportunities for start-ups and home workers - where will they 'bump into each other' Delivering job and apprenticeship opportunities for all local people including targeted groups (e.g. young unemployed, disabled, older people and those with health issues A place for personal ambition How to deliver a technologically connected community - integration of information</p>			

Place Making	Objectives	Brent Cross Cricklewood Requirements	Metrics & Qualifiers	KPI	
				Bidder Responses	Measurement
<p>Comfort, Health & Nature 16%</p>	<p>Do our plans protect and promote nature, natural resources and healthy living?</p> <p>Are we developing a 'Wholesomeness of Place', e.g. perceived levels of safety, tone-of-voice, litter prevention, stimuli for good citizenship, multi-faith access?</p> <p>How many benches per 100m? Enough places for pausing or meeting without having to 'pay' for a seat?</p> <p>Thought about design for use of materials for easy cleaning and maintenance?</p> <p>DDA / ADA implementation beyond the legal minimum?</p>	<p>Well integrated</p>	<p>How to create connection with high quality parks, green spaces and nearby river/reservoir</p> <p>Promoting wellbeing through design: public open space, communal open space, private open space and 'Living Roofscapes'</p> <p>How to deliver a 'Sense of Safety', goodwill and neighbourliness in the area</p> <p>Strategy for cleanliness</p> <p>Care for disabled citizens beyond the legal minimum including mutual support, and empowerment initiatives</p>		
	<p>Have we integrated an overarching concept of 'PLAY' for all age groups, which stimulate a range of activities e.g. Cycling, keeping fit, handicraft, swimming?</p>	<p>Design</p>	<p>What places for relaxation, leisure and sociability will be created?</p> <p>How will functional places be made 'fun'?</p>		

Place Making	Objectives	Brent Cross Cricklewood Requirements	Metrics & Qualifiers	Weighting	KPI	
					Bidder Responses	Measurement
<p>Symbols of Identity 8%</p>	<p>Celebration points: Marks of ambition for 'People and Place'</p> <p>Where are / what are the icons of our culture, signposts of spirituality, and community values, and not least, genuine expressions of our heritage and roots?</p> <p>How can we showcase our forward-looking ambition and civic pride to existing stakeholders as well as to potential (and possibly sceptical) residents, buyers and investors?</p> <p>Have we found means to express that this is a caring community?</p> <p>Where will the community celebrate?</p>	<p>Design</p>	<p>Creation of iconic architecture and height e.g. 'Steeple?'</p> <p>What type of public art will be integrated - static, interactive, performance. How will this art enhance the place / space</p> <p>Creating attractive community gathering places including Faith and 'Multifaith' buildings and space for voluntary organisations</p>			

<p>Place Making Management</p>	
<p>Governance</p>	<p>Taking responsibility for delivering and achieving agreed place making vision timeframe, budget, quality and engagement</p>
<p>Longevity</p>	<p>Long term commitment - thinking like an owner not just a developer</p>
<p>Mean Time Management</p>	<p>5 year plan - how to keep the space activated during change and development</p>

APPENDIX 5

Memo

15 October 2014

To ITN Shortlisted bidders

CC C Shaw, S McDonald, K Mercer, S Lowe, R Beckingsale, S Punshon, J Hooton, J Harris

Subject Agendas for BSX ITN meetings

It has been stated through the MOI, and at the bidder kick-off meetings, that the Council and its advisors will host workshops with each of the bidder parties on 5th and 6th November and 3rd and 4th December. These workshops are intended to allow the Council to provide feedback and to answer questions in order to facilitate the swift production of documents to ensure the receipt of four high quality ITN submissions.

It has been suggested by more than one of the bidding parties that more contact time with the Council will be beneficial. Subject to team availability, and uptake by the four parties, it is feasible to add interim meetings in November and December;

- 5th and 6th November
 - 19th and 20th November
- 3rd and 4th December
 - 17th and 18th December

These additional meetings would provide contact every two weeks until Christmas.

There are three key areas for discussion at these meetings; Placemaking, Delivery and Finance. Given the need for the bidders to familiarise themselves with the technical information it is suggested that the weighting for the agendas is initially in favour of Placemaking, moving through Delivery and in favour of Finance by late December. This is of course flexible in that parties will not be strictly time limited within the workshops but it provides a useful framework for the next couple of months.

In addition the Council is able to offer a further meeting on 14th January 2015 for those parties that would find it useful. This meeting will be limited to one hour and will have a bespoke agenda.

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PC/BXS/15-10-14

Suggested Agendas for these meetings (each of 2 hours' duration)

5 th and 6 th November	<ol style="list-style-type: none"> 1. Questions arising from Data Room and other information provided (30mins) <ol style="list-style-type: none"> a. Guidance and scoring b. Site information 2. Placemaking (45 mins) <ol style="list-style-type: none"> a. Reactions to presentation b. Initial ideas c. Thoughts on the masterplan d. Format for presenting proposals 3. Delivery (20 mins) <ol style="list-style-type: none"> a. Questions on the structure b. Comments and observations 4. Financial considerations (15 mins) <ol style="list-style-type: none"> a. Initial response to the appraisals 5. AOB (10 mins)
19 th and 20 th November	<ol style="list-style-type: none"> 1. Questions arising from Data Room and other information provided (15mins) <ol style="list-style-type: none"> a. Site information 2. Placemaking (30 mins) <ol style="list-style-type: none"> a. Integration b. Thoughts on the masterplan 3. Delivery (45 mins) <ol style="list-style-type: none"> a. Third party interests (Hammerson/Standard Life Investments representative to attend meeting) a. Comments and observations 4. Financial considerations (20 mins) <ol style="list-style-type: none"> a. Approach to funding b. Calculating returns c. Use of the appraisals 5. AOB (10 mins)
3 rd and 4 th December	<ol style="list-style-type: none"> 2. Questions arising from Data Room and other information provided (15mins) <ol style="list-style-type: none"> a. Site information 3. Placemaking (30 mins) <ol style="list-style-type: none"> a. Successful economic base b. Thoughts on the masterplan 4. Delivery (35 mins) <ol style="list-style-type: none"> a. The emerging team a. KPIs b. Comments and observations 5. Financial considerations (30 mins) <ol style="list-style-type: none"> a. Strategy for funding b. Calculation of returns 6. AOB (10 mins)
17 th and 18 th December	<ol style="list-style-type: none"> 1. Questions arising from Data Room and other information provided (15mins) <ol style="list-style-type: none"> a. Site information 2. Placemaking (25 mins) <ol style="list-style-type: none"> a. Initial ideas b. Thoughts on the masterplan 3. Delivery (35 mins) <ol style="list-style-type: none"> a. Prompt start b. Long term management c. Comments and observations 4. Financial considerations (35 mins)

	<ul style="list-style-type: none"> a. Strategy for funding b. Calculation of returns c. Hurdle rates <p>5. AOB (10 mins)</p>
14 th January	Bespoke agenda

Time slots are to be as follows

- Wednesdays 10-12pm, 1-3pm, 3.30-5.30pm
- Thursdays 10-12pm

Venues are to be confirmed but will be either central London or at the Council's office at North London Business Park, Oakleigh Road South, London N11 1NP.

Attendees are to be limited to six members of the bidding team unless notified otherwise.

Paul Clark
Director

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