



**INFORMATION FOR SUBMITTING A BID - LAND AT CROOKSTON ROAD, GLASGOW G53 7TX**

**CLOSING DATE – 12 NOON, WEDNESDAY 4<sup>TH</sup> SEPTEMBER 2024**

**\*\*PLEASE NOTE ONLY E-MAILED BIDS WILL BE ACCEPTED\*\***

**No hardcopy (paper bids) will be accepted.**

**The mailbox for bids will be open between the following dates/time (NB. The mailbox WILL NOT open before the below dates/time).**

**MAILBOX OPEN: 12 NOON, FRIDAY 30<sup>TH</sup> OF AUGUST 2024. (Do not submit bids until AFTER this date/time).**

**MAILBOX CLOSE: 12 NOON, WEDNESDAY 4<sup>TH</sup> OF SEPTEMBER 2024. (No bids will be accepted AFTER this date/time).**

Please ensure you have sufficient time to submit all of your bid before the closing date deadline. **We recommend that bids are submitted at least 24 hours before the closing date.**

Electronic copies of bids containing all the required information must be submitted to:

[Propertyoffers@glasgow.gov.uk](mailto:Propertyoffers@glasgow.gov.uk)

**All electronic bids must comply with the following:**

- The e-mail subject heading should read: **“Land at Crookston Road – Closing Date Bid - 12 noon on Wednesday 4<sup>th</sup> September 2024”.**
- Bids should be submitted in a pdf format (or any other format which cannot be edited or altered).
- We cannot accept e-mails with attachments in excess of 30MB. If documents are in excess of this amount, then they should be separated and sent with numbered e-mails, i.e. ‘e-mail 1 of 2’; ‘e-mail 2 of 2’ etc with the subject heading set out above.
- If you receive a response saying that your e-mail has been quarantined, or there has been failure to deliver, please contact:  
Stacy Kelly  
Tel: 07341 778290 or 0141 287 2524; or  
Email: [stacy.kelly@citypropertyglasgow.co.uk](mailto:stacy.kelly@citypropertyglasgow.co.uk)

- An automatic reply will be issued on receipt of e-mail. No further correspondence will be entered into prior to the closing date. **Please check your 'junk' folder if you do not immediately see a reply.**

## **GENERAL BIDDING INFORMATION**

Please note that any offers received after the closing date will not be accepted.

Time limited acceptance of offers cannot be adhered to as it is necessary to report offers to Committee.

All bids will be subject to reporting to the relevant Committee. No decision will be taken until all necessary approvals have been obtained.

No offers will be considered prior to the closing date.

Please note that the name of the purchaser/purchasing entity cannot be amended once Committee or Delegated Approval has been received.

City Property (Glasgow) LLP (CPG) request interested parties to provide proof of available funding to complete the proposed purchase and undertake the development.

CPG and Glasgow City Council have occasional requests under Freedom of Information legislation; Submitting Parties are assumed to accept the possibility that information contained within their submission may be disclosed under such requests.

CPG reserves the right to alter the above closing date for offers. In these circumstances, notification of any change will be sent to parties who have registered their interest in this property.

## **HEADS OF TERMS**

Please note that Heads of Term offers should provide the following information:

1. **Purchase Price** – will include:
  - a) **Headline Price** - this must be a fixed sum, exclusive of VAT.
  - b) **Guaranteed Minimum Net Price** – exclusive of VAT and after deduction of capped abnormal costs.

Please see undernoted 'Guidance Note on Abnormal Costs'. Abnormal costs, if any, should be clearly highlighted on the attached **Abnormal Cost List** with the total costs capped and a detailed breakdown provided in terms of how these are derived.

**IT SHOULD BE NOTED THAT IF THIS INFORMATION IS NOT INCLUDED IN YOUR OFFER THEN YOUR BID WILL BE DEEMED NON COMPLIANT AND WILL NOT BE TAKEN FORWARD FOR CONSIDERATION.**

Staged/phased payments will only be considered where they offer best consideration for Glasgow City Council.

Any additional payments offered through e.g. planning overage and/or sales overage should be detailed.

2. **Name and address of Purchaser** - if more than one name please provide all purchasers' names.
3. **Name of Party/Company to take title to the subjects** – if different from the purchaser's. The name of the party/company to take title to the subjects must be provided if different from the purchaser's name, as changes cannot be made following the report to Glasgow City Council's Contracts and Property Committee.
4. **Registered Office Address and Registration Number** – if applicable.
5. **Legal Advisors for Purchaser** – name, address and contact details.
6. **Suspensive Conditions** – details of all suspensive conditions and timescales for purification must be stated.
7. **Timescale for Transaction** – conclusion of:
  - Missives, and
  - Completion and payment of purchase price.
8. **Funding Statement** - CPG require bidding parties to provide proof of available funding to complete the purchase and proposed development.
9. **Summary of Development Proposal, Including Proposed Use/s** – this should include details of the proposed scheme including: layout plans, construction specifications, and a comprehensive breakdown of the proposed accommodation.
10. **Details of All Due Diligence and Discussions carried out to date.**
11. **Track Record of Purchaser** – any information in relation to previous developments, costs associated with these and details of the key principals to be involved should be included.

12. **Overage Payment** – Any additional payments offered through e.g. planning overage and/or sales overage should be detailed and should be shared on an equitable basis.
13. **Clawback** – Glasgow City Council will require that any profit from a sale within a five-year period from the date of entry is shared on an equitable basis on the assumption that there has been no meaningful development of the site. The intention of this clause is to prevent “land banking”.
14. **Deposit** – Glasgow City Council would prefer that a non-refundable deposit is paid on conclusion of conditional missives. Proposals are invited on this aspect.

**Using the numbering provided above, set out the details of each point under the relevant headings within your bid submission.**

These requirements are essential elements to any submission in order to allow full consideration of the offer submitted.

### **CONDITIONS OF SALE**

CPG **does not bind itself to recommend acceptance of the highest or indeed any offer** and on supplying particulars is not issuing instructions and will not therefore bear any liability for Agents or other fees.

Glasgow City Council holds title to the subjects for sale, although no warranty is offered in this regard, and the property will be sold in its existing condition.

The purchasers shall pay all VAT and Land and Buildings Transaction Tax (LBTT) incurred in connection with this transaction together with their legal expenses. **Please note that this transaction will be subject to VAT.**

Glasgow City Council has not given warranty that the site is suitable for alteration or further development and all interested parties shall require to determine that the site is suitable for any future proposals and take whatever steps are necessary to ensure compliance with statutory requirements.

No warranties are given as to the suitability, or otherwise, of any of the services currently located in the subjects or within the site boundary.

The purchasers shall apply for any statutory permission and meet the costs of obtaining such permissions.

The purchasers shall comply with all statutory requirements of all statutory bodies in carrying out works to the subjects, or within the grounds of the subjects.

In the event of any application for necessary consents being refused, the Council shall not be held liable for any expenses incurred by the applicant or their agents and either party will be entitled to resile from the agreement without penalty.

All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and owner details are given without responsibility and any intending purchasers should not rely on them as statements or representations of fact, but must satisfy themselves (by inspection or otherwise) as to the correctness of each of them and are advised to do so.

No person in the employment of CPG or Glasgow City Council has authority to give any representations or warranties whatsoever in relation to any property.

All development work shall be completed within a development timescale to be agreed with City Property.

Particulars are set out as a general guideline only and for guidance of intending purchasers only and do not constitute part of an offer or contract.

## **PLANNING**

Any residential development proposals will be expected to take account of the designations on the site. A recent application for 57 units was minded to grant subject to s.75/69 agreement and conditions for this site – please see planning application [22/01772/FUL](#). Further information on the required developer contributions and conditions associated with that is detailed in the [Planning Applications Committee Report](#). This application demonstrates the realistic developable area for any new or revised development on site.

All development proposals should refer to the [National Planning Framework 4](#) (NPF4), which is a long-term plan for Scotland that sets out where development and infrastructure is needed. It was adopted in February 2023 and combines a National Spatial Strategy and National Planning Policies for the management of our shared environment. The statutory development plan for any given area of Scotland consists of the National Planning Framework and the relevant local development plan(s).

The [Glasgow City Development Plan](#) was adopted on 29 March 2017. It does not identify land use zones to direct particular types of development. Instead, overarching policies CPD1 Placemaking and CDP 2 Sustainable Spatial Strategy encourage development to be informed by a placed base approach, which means new development should be responsive to its context and seek to build upon the benefits of proximity. It is critical that new development is compatible with existing and future uses.

As well as the former school site, the subjects include additional grounds to maximise the developable area and allow for successful placemaking providing amenity within the site. Part of the site is affected by the White Cart Water Green Corridor and Site of Importance for Nature Conservation (SINC) which are focused on the riparian banks of the adjacent watercourse. As such developers will be required to carefully masterplan the site taking account of the context of the site and ecological value. The design process should look beyond the boundaries of the site to consider the broader spatial context in identifying opportunities for enhancing/extending the Green Network/SINC. There is a presumption against development which would have an adverse effect on such designations. The Council will support proposals which enhance the nature conservation interest of the locally designated sites and promote well considered nature based solutions. Given the proximity of the site to the White Cart Water early consideration should be given by interested parties to drainage impact and flood risk mitigation. With the foregoing in mind a design and access statement will be a prerequisite in support of a competent bid demonstrating that the interested party has applied a placemaking approach to the site specific issue

## **National Planning Framework 4**

- Policy 1. Tackling the climate and nature crises
- Policy 2. Climate mitigation and adaptation
- Policy 3. Biodiversity
- Policy 9. Brownfield, vacant and derelict land and empty buildings
- Policy 12. Zero waste
- Policy 13. Sustainable transport
- Policy 14. Design, quality and place
- Policy 16. Quality homes
- Policy 19. Heat and cooling
- Policy 20. Blue and green infrastructure
- Policy 21. Play, recreation and sport
- Policy 22. Flood risk and water management
- Policy 23. Health and safety

## **Key Planning Policy & Supplementary Guidance**

- CDP 1 & SG 1 - Placemaking
- CDP 2 - Sustainable Spatial Strategy
- CDP 5 & SG 5 - Resource Management
- CDP 6 & IPG 6 - Green Belt and Green Network
- CDP 7 & SG 7 - Natural Environment
- CDP 8 & SG 8 - Water Environment
- CDP 11 & SG 11 - Sustainable Transport
- CDP 12 & IPG 12 - Delivering Development

### **Other Material Considerations:**

- Design Guide for New Residential Areas (Adopted March 2013)
- Flood Risk Assessment and Drainage Impact Assessment: Planning Guidance for Developers (2011)

**Note: These requirements may not be exhaustive. All planning policies require to be read in conjunction with the relevant supplementary guidance which outlines the detailed requirements of the planning authority.**

## **GUIDANCE NOTE ON ABNORMAL COSTS**

Please note the following guidance is given on the assumption that a developer has carried out “due diligence” (including basic surveys of the site and an understanding of the relevant planning policies) in the acquisition of the proposed development site and has satisfied themselves of matters associated with site history and previous uses.

CPG has provided a package of site information which has been made available on Share Point, which has been made available upon request. It is expected, however, that the developer will carry out their own investigation after being nominated ‘preferred bidder’ status. A copy of the Site Investigation report requires to be made available to CPG.

CPG consider 'abnormal costs' to be; the sum, in pounds sterling, comprising Abnormal Costs/Works which are more than would normally be reasonably anticipated to be required to carry out the proposed development. In the event that a developer considers that abnormal development costs will be incurred, it will be the responsibility of the applicant to demonstrate how the costs have been derived and how they could not have been expected after reasonable pre-bid due diligence, including reference to the information above.

A breakdown of **all** abnormal costs should be provided on the attached Abnormal Cost List. **Completion of this information forms an essential part of any bid.** Where no costs are provided, they will be assumed as nil. Any abnormal costs which are not provided on the List but which form part of your appraisal should be added as an additional item. The List must include a **total capped abnormal cost** which should form the basis of the guaranteed minimum net price.

CPG do not consider the following items to be abnormal costs and as such any costs associated with these items will be borne by the developer.

1. Compliance with planning policy, including any costs incurred by adherence to policies relevant to the site, for example the provision of open space and public realm, Fastlink contributions or surface water drainage/flood prevention requirements. This also applies to financial contributions linked to the loss of recreational greenspace such as sports pitches or playing fields and any other developer contributions incorporated within any s.69 and/or s.75 agreements.
2. Foundations – where it is expected that the type of development proposed will require deep pile foundations irrespective of ground conditions, this should be assumed.

In respect of the requirement for trench/strip foundations, abnormal costs will only be considered for foundations that are required to be in excess of 700mm wide x 250 mm thick mesh reinforced concrete **and** that are in excess of 1000mm deep to the underside of foundation level measured from formation level. Excavation and removal of spoil must also be assumed to be a cost borne by the developer.

3. Ground conditions – although a full Site Investigation may be required, developers should give cognisance to the known geology of the surrounding area in forming a view on the ground conditions likely to be encountered on the subject site. For instance in an area where it is known or established through basic due diligence as highlighted above, that the make-up of the soil is peat, any removal of this and/or any foundations solutions for this will not be regarded as an abnormal.
4. Topography – it should be assumed that on a sloping or undulating site, that development design will have to accommodate the topography. Cut and fill may be expected and is not an acceptable abnormal. As such any re-profiling of sloping areas will not be considered as an abnormal.
5. Drainage and Flooding – SUDS, pumping stations, attenuation ponds/tanks and all other measures reasonably required to drain the site surface water, groundwater and sewerage.
6. Roads – the costs associated with meeting infrastructure throughout the development site and connection to the public road network.

Please note that Glasgow City Council (Neighbourhoods, Sustainability and Regeneration) have requirements for road capping layers, irrespective of the ground conditions. As such this should also be considered for roads required for the development and will not be accepted as an abnormal cost.

7. Demolition – the demolition and removal of any structures and foundations required to facilitate the development.
8. Utilities – CPG will provide service plans for the main utilities including, water, sewage, electricity, gas and any telecommunication infrastructure. Reasonable costs associated with connecting these utilities to the development site will be the responsibility of the developer. The developer will be required to provide clear evidence and quotations of unforeseen conditions being requested from service providers that are over and above that which would reasonably be expected to carry out the proposed development before they are considered an “abnormal” cost.
9. Retaining Walls – Retaining structures will only be considered to be an abnormal development cost if they are located on the boundary of the site, exceed 1.2 metres in height, and will actually take a lateral load from the soil.
10. The removal of any trees on site with compensatory replanting may be required and is not considered as an abnormal cost.
11. An Abnormal Cost List is provided separately and is also available in our Share Point data room. A costing should be allocated against each of the items within the schedule.