



NHT DEVELOPERS PROGRAMME

INVITING DEVELOPERS TO DEVELOP NHT LANDS



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NB. The Expression of Interest Application and other Forms will be provided separately.

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1. Background

1.1. Background on the National Housing Trust (NHT)

The National Housing Trust (NHT) is a government organization, which was established in 1976 through an amendment to the National Insurance Act of 1976 to address the housing shortage, which emanated from the socio-economic challenges associated with post-slavery and the post-colonial society. All of which led to an output of a then growing population and an inadequate annual output of houses by both the public and the private sectors. The NHT is governed by the NHT's Act of 1979 and is a principal provider of mortgage loans to its contributors.

2. Developers Programme Objectives & Methodology

The objective of the Developers Programme is to increase the supply of affordable housing through partnering with local and international developers in the private sector to facilitate the production of low-cost housing solutions on lands owned by the NHT.

Through this programme, the NHT intends to achieve the implementation of its housing programme which is focused on facilitating access to achievable housing for its contributors who are primarily in the low-income groups.

The methodology being used is to invite interested local and international developers to prequalify, and when invited to submit proposals, for the development of housing solutions on lands owned by the NHT.

Under the programme, the developer will be given the opportunity to partner with the NHT in the marketing and sale of the development. A minimum of 60% of the housing solutions developed must be affordable to NHT lowest income contributors.

2.1. Funding & Security

The development is to be fully financed by the Developer at its own cost. This includes the planning, designing, acquisition of approvals, implementing of the construction works and maintaining & handing over of the Infrastructure to the relevant Agencies.

Developers, however will be permitted to use the project lands to access financing up to a maximum of 80% of the development/project cost, backed by an appropriate security.

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2.2. Purchase Price

The NHT will purchase units at a targeted price of \$12.5m. The average price of the solutions must be no greater than \$9m.

2.3. Standards

Housing solutions accepted by the NHT must be habitable and meet the minimum determined standards as follows:

- **Unit standard-**
 - Acceptable Structure Types as approved by the Bureau of Standards Jamaica.
 - Finishes – to include all windows and doors, faucets, toilets, and kitchen cupboards.
 - Finished floor levels to be at minimum 8 inches above grade.
 - Concrete roof slabs must be waterproofed with at least a 3-year warranty against leaks.
 - Walls must be primed before being painted.
 - Completed units are units considered moving ready and free of defects.
 - All requisite tests, certificates and warranties must be provided to the NHT upon handover (5 year Termite Warranty, Driving Rain test for the roof, windows and doors, compaction test, slump test, water pressure test & Sterilization Certificate from the NWC, etc).

- **Serviced Lot standard-**
 - Minimum size 2500 Sq. Ft. (Minimum Width of 30 FT. for detach units) for single-family lots.
 - Sized with minimum width and length to allow for setbacks based on the requirements of the Regulatory Agencies .
 - The maximum ground slope of 10%.
 - Lots with On-Lot sewage treatment and/or irregularly shaped should have space to accommodate horizontal expansion of at least a 12' X 12' bedroom.
 - Graded to allow for adequate drainage and access.
 - Access driveway should have a maximum slope of 1:10.

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- Designs must be accepted by the NHT (lot must drain away from the unit).
- The finished ground must be structurally stable (any stabilization works necessary completed to the satisfaction of the NHT and compaction test provided to the NHT).
- Ground-level changes above 5 ft. must be secured with safety barrier(s) that are to be detailed in the proposal.
- Sewer laterals should be placed at the lowest elevation of the lots and sewer inverse provided for all serviced lots.
- All buildable areas must be structurally sound and where applicable, appropriate evidence provided.
- Ribbon driveway from lot entrance up to the house.
- All legal marking (surveying pegs) are to be visible at handover.

3. Assessment of Proposals

The Programme consists of two (2) main Stages:

- Stage 1- Pre-Qualification
- Stage 2- Request for Proposal

Developers are to submit an application along with requisite documents to pre-qualify to participate in the Developers Programme. Following Stage 1, successful pre-qualified developers will then be invited to submit proposals for various properties.

Proposals will be assessed based, inter alia, on the purchase prices of the solutions, number of solutions, development standards, project delivery time, desirability of solution types and provision of supporting infrastructure.

4. Responsibilities of Developers

The Developers will:

1. Manage the projects by undertaking the designs, obtaining all requisite approvals, and undertaking the construction works;
2. Provide the developmental financing for the project;

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3. Sell a minimum of eighty per cent (80%) of the solutions to the NHT at the agreed purchase prices;
4. Market and sell up to 20% of the solutions at a price to be determined by the developer;
5. Hand over the infrastructure to authorized agencies/institutions in keeping with the requirements of the related agencies;
6. Maintain the project accounts and records, which shall be made available to the NHT for periodic inspection;
7. Provide reports as required.

5. Responsibilities of the NHT

The NHT will:

1. Establish the criteria for prequalification of developers and selection of the most fitting proposal;
2. Evaluate applications for qualification and select developers meeting the required standards;
3. Invite proposals from the prequalified developers only;
4. Evaluate development proposals based on the established criteria and select the most beneficial proposal.
5. Facilitate approvals for the development of the lands under the Housing Act;
6. Allow the Developer access to the title for the land to be used as security to facilitate obtaining developmental loans;
7. Directly purchase a minimum of eighty percent (80%) of the housing solutions.
8. Use its best endeavours to provide support for the development.
9. Monitor the construction works to determine compliance with designs specifications and acceptable construction practices.

6. Documentation for the Developers Programme Application Process

The application shall comprise the requested information as follows:

A) Application & Permission

- Developers Programme Application & Permission Forms.
- Fit & Proper Form (*each Director of the Company is required to separately complete the Fit and Proper section of the form*)

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B) Applicant Personnel & Capacity (Technical and Operational) Information

- Business registration documents (according to jurisdiction)
- Directors, Shareholders, Beneficial Owners and
- Personnel, Capacity & Organizational Chart.

C) Performance Record

- The last 10 years.

D) Finances

- Audited Financial Statements for the last three (3) years;
 - Balance Sheets
 - Income & Expenditure Statements
- Listing of Litigation Claims
- Source of Funds
- Letter from a Financial Institution indicating available Bank Credit

E) Referees

F) Attorneys

7. General Information

7.2. Preparation of Developer's Expression Of Interest Application

7.2.1. Cost of Expression of Interest:

The Developer shall bear all costs associated with the preparation and submission of its Expression of Interest. The NHT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

7.2.2. Language of Application:

The application as well as all correspondence and documents relating to the expression of interest exchanged by the Developer and the NHT, must be written in the **ENGLISH LANGUAGE**. Supporting documents and printed literature that are part of the application may be in any language, provided that they are accompanied by an accurate translation in the **ENGLISH LANGUAGE** in which case, for purposes of interpretation of the Expression of Interest, the translation shall govern.

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7.2.3. Signing of the Expression of Interest Application and Number of Copies:

The Developer shall prepare one original of the documents comprising the application FORMS A and clearly mark it "ORIGINAL". The original of the application must be typed or written in indelible ink and must be signed by a person duly authorized to sign on behalf of the Developer.

7.2.4. Submitting and Identification of Applications:

The Developer must submit their applications electronically via the specified email and format provided by the NHT. The email subject and electronic file related to the NHT's Developers Programme must be clearly titled "NHT's DEVELOPERS PROGRAMME".

The NHT will not accept responsibility for the non-processing of any documentation that was not sent via the medium or format specified.

8. Clarification of Terms of Reference Required by NHT:

To assist in the evaluation of applications, the NHT may, at its discretion, ask any Developer for clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.

If a Developer does not provide clarifications of the information requested by the date and time set in the NHT's request for clarifications, its application may be rejected.

9. Notification of Shortlisted Developers:

Once the NHT has completed the evaluation of the applications it shall send notification in writing to the applicants who have been accepted to participate in the programme.

N.B. "The NHT reserves the right not to accept applications or enter into an agreement with any party with whom it is currently in litigation or with whom it has been previously involved in litigation."

10. Fraud and Corruption:

The Government of Jamaica requires that Developers, Suppliers, Contractors, Consultants, and all parties with whom it interacts or whom it contracts, to observe the highest standard of ethics during

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interactions and throughout the process and execution of such contracts. In pursuit of this policy, GOJ:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the process or in contract execution;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence the process or the execution of a contract to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;
 - iii. “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the process or the execution of a contract; and
 - iv. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the process or affect the execution of a contract;
- b. The NHT will reject a proposal for award if it determines that the Developer recommended for engagement has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Agreement in question;
- c. The NHT will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to enter into an agreement with the NHT if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-related contract or agreement; and

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- d. The NHT will have the right to require that a provision be included in Application Forms and in contracts financed by a GOJ, requiring developers, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

11. Clarification of Terms of Reference Required by Prospective Developer:

A prospective Applicant requiring any clarification of the Expression of Interest document must contact the Procuring Entity in writing at the Procuring Entity's address as stated below:

The Manager
NHT's Developers Programme
National Housing Trust
4 Park Boulevard
Kingston 5
Fax: 876-929-7332
Email: transactionmgr@nht.gov.jm

The NHT will respond in writing to any request for clarification within fourteen (14) days. The NHT will forward copies of its response to all Applicants who have acquired the Expression of Interest document directly from the NHT including a description of the inquiry but without identifying its source.

12. Amendment of Terms of Reference:

The NHT may amend the Expression of Interest document by issuing addenda at any time . Any addendum issued shall be part of the Expression of Interest document and shall be communicated in writing to all who have downloaded the Expression of Interest document from the NHT's website.

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13. Confidentiality:

Information relating to the evaluation of applications, and recommendations for short-listing of Developers, shall not be disclosed to Developers or any other persons not officially concerned with such process until the notification of short-listing is made to all Applicants.

Any Developer who wishes to contact the NHT on any matter related to this process may do so but only in writing.

14. Disclaimer:

The NHT accepts no responsibility for the completeness of the Expression of Interest document its addenda, or any information unless they were obtained directly and in writing from the NHT. The Developer is expected to examine all instructions, forms, and terms in the Expression of Interest document and to furnish all information or documentation required by the Expression of Interest document.

NHT's Rights to Accept or Reject Applications:

The NHT reserves the right to accept or reject any application and to annul the process and reject all applications at any time, without thereby incurring any liability to Applicants.