

United Kingdom-Cheshunt: Development services of real estate

OJ S 13/2018 19/01/2018

Contract notice

Works

Legal Basis:

Directive 2014/24/EU

Section I: Contracting authority

I.1. Name and addresses

Official name: Borough of Broxbourne
Postal address: Bishops' College, Churchgate
Town: Cheshunt
NUTS code: UKH23 Hertfordshire
Postal code: EN89XQ
Country: United Kingdom
Contact person: Kevin Clark
E-mail: strategic.procurement@hertfordshire.gov.uk
Internet address(es):
Main address: www.broxbourne.gov.uk

I.1. Name and addresses

Official name: Hertfordshire County Council
Postal address: County Hall, Pegs Lane
Town: Hertford
NUTS code: UKH23 Hertfordshire
Postal code: SG13 8DN
Country: United Kingdom
Contact person: Mike Evans
E-mail: strategic.procurement@hertfordshire.gov.uk
Internet address(es):
Main address: www.hertfordshire.gov.uk

I.2. Information about joint procurement

The contract involves joint procurement

I.3. Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.supplyhertfordshire.uk>
Additional information can be obtained from the abovementioned address
Tenders or requests to participate must be submitted electronically via: <http://www.supplyhertfordshire.uk>
Tenders or requests to participate must be submitted to the abovementioned address

I.4. Type of the contracting authority

Regional or local authority

I.5. Main activity

General public services

Section II: Object

II.1. Scope of the procurement

II.1.1. Title

HCC/BoB 01/18 — Procurement of a Partner for Brookfield Riverside
Reference number: HCC1810312

II.1.2. Main CPV code

70110000 Development services of real estate

II.1.3. Type of contract

Works

II.1.4. Short description

The Borough of Broxbourne and Hertfordshire County Council are seeking a development / investment partner with the relevant experience, vision, capability and resources to master plan and deliver Brookfield Riverside, with a specific commitment to deliver the proposed first phase, which will be a major retail and leisure-led development. The vision and ambition for Brookfield Riverside is to create a cohesive shopping, civic and leisure centre for Broxbourne, providing a brand-new, high-quality town centre scheme in a landscaped environment. The anticipated gross development value (GDV) of the overall scheme is in the order of 250 000 000 to 400 000 000 (GBP) depending on the final scheme. Further information on the opportunity is provided in the memorandum of information that is available from the supply Hertfordshire portal. For guidance on accessing the portal, please see Section VI.3) Additional information of this contract notice.

II.1.5. Estimated total value

II.1.6. Information about lots

This contract is divided into lots: no

II.2. Description

II.2.2. Additional CPV code(s)

70111000 Development of residential real estate, 45213150 Office block construction work, 70000000 Real estate services, 45211360 Urban development construction work, 45215222 Civic centre construction work, 45213112 Shop units construction work, 45210000 Building construction work, 45111291 Site-development work, 45000000 Construction work, 45212000 Construction work for buildings relating to leisure, sports, culture, lodging and restaurants, 45100000 Site preparation work

II.2.3. Place of performance

NUTS code: UKH23 Hertfordshire

II.2.4. Description of the procurement

The Brookfield Riverside development site is comprised of two plots, extending to circa 44 acres (17.8 hectares) overall. The Councils own the freehold of a significant proportion of the site, totalling 21 acres (8.5 hectares), which is envisaged to be the core development site for a retail and leisure-led first phase of development. The remaining northern part of the site, and the New River, is owned by third parties. The chance to create a major new retail and leisure development just outside the M25 is rare and Brookfield Riverside presents an exceptional opportunity to create a blue-chip, fashion and lifestyle-led town centre scheme in an affluent

South East catchment area. Brookfield Riverside is of strategic importance to the Councils as it seeks to act as the 'town centre' for the local area and will build on, and complement, the overall Garden Village as part of the wider Brookfield development. It will aim to address the underperformance of the areas as a retail and leisure destination, to provide an identity and sense of place for Brookfield and the Borough of Broxbourne, and to significantly improve the evening economy. The Councils' plans for Brookfield Riverside seek to deliver; up to 30 000 square metres of net retail comparison floorspace; circa 3 500 square metres of retail convenience floorspace; up to 10 000 square metres of leisure accommodation; a new link road to connect Brookfield Riverside to the Turnford Interchange and the Garden Village; a landscaped environment with high-quality public realm; and appropriate ancillary accommodation (including potential residential, as outlined in the draft Local Plan). The contract is likely to be for a duration in the order of 5 to 10 years. The actual duration will be determined with bidders as part of the dialogue process, including conditions for early termination and contract extension.

II.2.5. Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6. Estimated value

II.2.7. Duration of the contract, framework agreement or dynamic purchasing system

Duration in months: 60

This contract is subject to renewal: no

II.2.9. Information about the limits on the number of candidates to be invited

Envisaged minimum number: 3 Maximum number: 4 Objective criteria for choosing the limited number of candidates:

As set out in the Selection Questionnaire.

II.2.10. Information about variants

Variants will be accepted: no

II.2.11. Information about options

Options: no

II.2.13. Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds: no

II.2.14. Additional information

Organisations should be aware that due to the nature of the works provided, any contract formed as a result of this procurement process is likely to be executed as a deed.

Organisations should seek independent legal advice on the implications of this prior to submitting a tender, where appropriate.

Section III: Legal, economic, financial and technical information

III.1. Conditions for participation

III.1.1. Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

Selection criteria as stated in the procurement documents.

III.1.2. Economic and financial standing

Selection criteria as stated in the procurement documents

III.1.3. Technical and professional ability

Selection criteria as stated in the procurement documents

Section IV: Procedure

IV.1. Description

IV.1.1. Type of procedure

Competitive dialogue

IV.1.3. Information about a framework agreement or a dynamic purchasing system

IV.1.4. Information about reduction of the number of solutions or tenders during negotiation or dialogue

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated

IV.1.8. Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: yes

IV.2. Administrative information

IV.2.2. Time limit for receipt of tenders or requests to participate

Date: 19/02/2018 Local time: 13:00

IV.2.3. Estimated date of dispatch of invitations to tender or to participate to selected candidates

IV.2.4. Languages in which tenders or requests to participate may be submitted

English

IV.2.6. Minimum time frame during which the tenderer must maintain the tender

Duration in months: 6 (from the date stated for receipt of tender)

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.3. Additional information

The Councils reserve the right to cancel the procurement at any stage of the procurement process and not award a contract or to award only part of the opportunity described in this contract notice. The Councils, nor any person on whose behalf of whom this procurement is undertaken is to be liable for any costs incurred by those expressing an interest or tendering for this contract, including their associated entities or any other person. To access this procurement opportunity please visit www.supplyhertfordshire.uk and follow the on-screen guidance. If you wish to be considered as a bidder you must complete and submit a selection questionnaire by the closing date and time. Selection questionnaires cannot be uploaded after the closing date/time. Any clarifications regarding this opportunity must be raised through the

correspondence area in the eTendering system. If you are experiencing problems with the eTendering system, In-Tend offer a help section which includes a dedicated UK support desk which can be contacted via email: support@in-tend.com or telephone +441144070065 for any website /technical questions, Monday to Friday 8:30 - 17:30. The Councils undertake to hold confidential any information provided in the proposal submitted, subject to the Councils' obligations under law, including the Freedom of Information Act 2000. If the potential supplier considers that any of the information submitted in the proposal should not be disclosed because of its commercial sensitivity or for reasons of confidentiality, then this should be stated with the reason for considering it sensitive. The Councils will then endeavour to consult with the potential supplier about such commercially sensitive or confidential information when considering any request received under the Freedom of Information Act 2000 before replying to such a request, but the decision of the Councils in deciding whether an exemption applies is final. The Councils reserve the right to carry out additional financial checks on all companies tendering for this Contract at any time during the procurement process, to ensure that they continue to meet the Councils' requirements and remain financially viable to perform the Contract. The Councils will require a group of economic operators to whom the contract is awarded to form a legal entity. Any deposits or guarantees will be established as part of the competitive dialogue procurement procedure. Any financing conditions and payment arrangements will be established as part of the competitive dialogue procurement procedure.

VI.4. Procedures for review

VI.4.1. Review body

Official name: High Court
Town: London
Country: United Kingdom

VI.4.3. Review procedure

Precise information on deadline(s) for review procedures:

The Contracting Authority (Section I.1) of this contract notice refers) will incorporate a minimum 10 calendar day (when using electronic means) standstill period at the point information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to challenge the decision to award a contract before a contract is executed/signed (as appropriate). The Public Contracts Regulations 2015 ('Regulations') provide for aggrieved parties who have been harmed or at risk of harm by a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be brought promptly and within the time limits as defined in the above regulations. Where a contract has not been entered into the court may order the setting aside of the award decision or order the Contracting Authority to amend any document and may award damages. If the contract has been entered into the court has the options to award damages and/or to shorten or order the contract ineffective.

VI.4.4. Service from which information about the review procedure may be obtained

Official name: Cabinet Office
Town: Cheshunt
Country: United Kingdom

VI.5. Date of dispatch of this notice

17/01/2018