

United Kingdom-Rochdale: Real estate services

OJ S 101/2019 27/05/2019

Contract notice

Works

Legal Basis:

Directive 2014/24/EU

Section I: Contracting authority

I.1. Name and addresses

Official name: Rochdale Boroughwide Housing
National registration number: 31452R
Postal address: OL11 1RY
Town: Rochdale
NUTS code: UKD37 Greater Manchester North East
Postal code: OL11 1RY
Country: United Kingdom
Contact person: Gemma Wood
E-mail: gemma.wood@rbh.org.uk
Telephone: +44 1706273833
Internet address(es):
Main address: www.rbh.org.uk

I.3. Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: www.the-chest.org.uk
Additional information can be obtained from the abovementioned address
Tenders or requests to participate must be submitted to the abovementioned address

I.4. Type of the contracting authority

Body governed by public law

I.5. Main activity

Housing and community amenities

Section II: Object

II.1. Scope of the procurement**II.1.1. Title**

Procurement of a Development Partner

II.1.2. Main CPV code

70000000 Real estate services

II.1.3. Type of contract

Works

II.1.4. Short description

Rochdale Boroughwide Housing (the “Contracting Authority”) is seeking to procure a development partner who will work collaboratively with the Contracting Authority to design and deliver the refurbishment of existing homes, demolition and new build residential development, including affordable homes in the College Bank and Lower Falinge neighbourhoods. The Contracting Authority is seeking, through a Competitive Dialogue procurement process, to create an effective long-term partnership with a partner(s) who can bring creative thinking to place-making, who shares the Contracting Authority’s vision for the area and who has the financial capability, technical expertise and proven track record of delivery.

II.1.5. Estimated total value

Value excluding VAT: 60 610 000,00 GBP

II.1.6. Information about lots

This contract is divided into lots: no

II.2. Description

II.2.2. Additional CPV code(s)

45000000 Construction work, 70110000 Development services of real estate, 70112000 Development of non-residential real estate, 70331000 Residential property services, 70332000 Non-residential property services, 70332200 Commercial property management services, 70333000 Housing services, 66000000 Financial and insurance services, 66100000 Banking and investment services, 50700000 Repair and maintenance services of building installations

II.2.3. Place of performance

NUTS code: UKD37 Greater Manchester North East

Main site or place of performance: Rochdale.

II.2.4. Description of the procurement

The development partner is intended to be responsible for the commercial implementation of the project, including:

- providing development management services, as necessary, to work in partnership with the Contracting Authority and enable delivery of an agreed masterplan,
- assisting with consultation, communication and negotiation with residents, affected landowners and other stakeholders,
- managing the master-planning, design and planning processes, including obtaining necessary planning permissions,
- taking the lead on site assembly from third parties and assisting (where appropriate) the Contracting Authority with obtaining vacant possession from residential leaseholders,
- raising of development finance as necessary,
- demolition, site remediation and enabling works,
- design and construction of housing (including affordable housing), infrastructure to support housing and ancillary commercial development,
- negotiating, entering into all planning agreements and discharging S106 Agreements and any other liabilities,
- sales and marketing of open market housing,
- aftercare and maintenance of completed development and
- ensuring comprehensive and sustainable maintenance and site-management arrangements are in place in perpetuity.

A Development Agreement will be entered into by the Contracting Authority, the partner and any applicable guarantor following the appointment of the selected partner.

The detailed terms of the Development Agreement will be worked up in dialogue, but in outline, it is envisaged that there will be one agreement that relates to both areas (i.e. Lower Falinge and College Bank). The agreement will be conditional on a number of Site-wide conditions precedent being satisfied by an agreed longstop date. Once these conditions have all been satisfied, the Development Agreement will become unconditional and the partner will be committed to delivering the approved development in accordance with the Development Agreement obligations and the agreed delivery programme.

Whilst the Contracting Authority envisages a contract period of approximately 15 (fifteen) to 20 (twenty) years, the actual period will be determined by best value considerations during the Competitive Dialogue Procedure and may also be dependent on financial market conditions. For the avoidance of doubt, a 15 (fifteen) to 20 (twenty) years duration is indicative only and is not intended to specify the maximum or minimum length of the contract.

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

Value excluding VAT: 60 610 000,00 GBP

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

Duration in months: 120

This contract is subject to renewal: yes

Description of renewals:

2 renewals each of up to 36 months to be implemented at the Contracting Authority's sole discretion.

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

Envisaged number of candidates: 5
Objective criteria for choosing the limited number of candidates:

Set out in procurement documentation.

II.2.10. Information about variants

Variants will be accepted: yes

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

Variants will be accepted where their form and content has been agreed in advance by the Contracting Authority and in the absolute discretion of the Contracting Authority.

Section III: Legal, economic, financial and technical information

III.1. Conditions for participation

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

III.2. Conditions related to the contract

III.2.2. Contract performance conditions

The selected Bidder and its supply chain may be required to actively participate in the achievement of social and/or environmental objectives. Accordingly contract performance conditions may relate in particular to social, environmental or other corporate social responsibility considerations. Further details of these conditions will be set out in the tender 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: 24/06/2019 Local time: 12:00

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: 12 (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

VI.4. Procedures for review

VI.4.1. Review body

Official name: High Court of England and Wales

Postal address: Royal Courts of Justice Strand

Town: London
Postal code: WC2A 2LL
Country: United Kingdom

VI.4.2. Body responsible for mediation procedures

Official name: N/A
Town: London
Country: United Kingdom

VI.4.3. Review procedure

Precise information on deadline(s) for review procedures:

In accordance with Public Contracts Regulations 2015 a standstill period of a minimum of 10 calendar days will be applied starting from the date when the award decision is dispatched to bidders. This period allows unsuccessful bidders to consider the decision and highlight any errors in the award process. If an appeal regarding the award of a contract has not been successfully resolved, the Public Contracts Regulations 2015 provide for aggrieved parties who have been harmed or are at risk of a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be brought generally within 30 days from the date of notification of the award decision.

VI.5. Date of dispatch of this notice

23/05/2019