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Tender

## **Procurement of a Joint Venture Development Partner for Astmoor Regeneration**

Halton Borough Council

F02: Contract notice

Notice identifier: 2021/S 000-014033

Procurement identifier (OCID): ocds-h6vhtk-02be44

Published 21 June 2021, 1:15pm

### **Section I: Contracting authority**

#### **I.1) Name and addresses**

Halton Borough Council

Municipal Building, Kingsway

Widnes

WA8 7DZ

#### **Email**

[julie.leong@halton.gov.uk](mailto:julie.leong@halton.gov.uk)

#### **Telephone**

+44 3033334300

#### **Country**

United Kingdom

## **NUTS code**

UKD6 - Cheshire

## **Internet address(es)**

Main address

<http://www.halton.gov.uk>

Buyer's address

[https://www.mytenders.co.uk/search/Search\\_AuthProfile.aspx?ID=AA1966](https://www.mytenders.co.uk/search/Search_AuthProfile.aspx?ID=AA1966)

## **I.2) Information about joint procurement**

The contract is awarded by a central purchasing body

## **I.3) Communication**

The procurement documents are available for unrestricted and full direct access, free of charge, at

<https://www.the-chest.org.uk/>

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

<https://www.the-chest.org.uk/>

## **I.4) Type of the contracting authority**

Regional or local authority

## **I.5) Main activity**

General public services

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## **Section II: Object**

### **II.1) Scope of the procurement**

#### **II.1.1) Title**

Procurement of a Joint Venture Development Partner for Astmoor Regeneration

#### **II.1.2) Main CPV code**

- 45111291 - Site-development work

#### **II.1.3) Type of contract**

Works

#### **II.1.4) Short description**

Halton Borough Council (the “Authority”) is bringing to the market a site with significant development potential for industrial use in the heart of the Astmoor Industrial Estate (the “Estate”) and is seeking to procure a development partner to work with the Authority to deliver this regeneration opportunity (the “Project”).

With the Mersey Gateway Bridge now complete, regeneration within Halton is set to continue in line with the Astmoor Regeneration Masterplan, adopted by the Authority’s Executive Board in September 2020.

The whole of the site is in the Authority’s freehold ownership and extends to approximately 17.5ha in total (the “Site”).

The Authority is looking to appoint a developer who is committed to working with the Authority in a true partnership style to manage risk and reward and deliver an attractive and viable Project sensitive to the location of the Site and the development and investment opportunities it presents.

#### **II.1.5) Estimated total value**

Value excluding VAT: £22,000,000

#### **II.1.6) Information about lots**

This contract is divided into lots: No

## **II.2) Description**

### **II.2.2) Additional CPV code(s)**

- 71000000 - Architectural, construction, engineering and inspection services
- 45000000 - Construction work
- 45210000 - Building construction work
- 45233260 - Pedestrian ways construction work
- 45112700 - Landscaping work
- 71240000 - Architectural, engineering and planning services
- 71247000 - Supervision of building work
- 71540000 - Construction management services
- 71530000 - Construction consultancy services
- 71315200 - Building consultancy services
- 71541000 - Construction project management services
- 70112000 - Development of non-residential real estate
- 71220000 - Architectural design services
- 71251000 - Architectural and building-surveying services

### **II.2.3) Place of performance**

NUTS codes

- UKD6 - Cheshire

Main site or place of performance

Within the Borough of Halton

### **II.2.4) Description of the procurement**

The Authority is bringing to the market a site with significant development potential for industrial use in the heart of the Astmoor Industrial Estate and is seeking to procure a development partner to work with the Authority to deliver this regeneration opportunity.

The Authority are looking to appoint a developer who is committed to working with the Authority in a true partnership style to manage risk and reward and deliver an attractive and viable Project sensitive to the location of the Site and the development and investment opportunities it presents. The Authority expects this Project to achieve a balanced delivery of a number of objectives around placemaking, connectivity and sustainability.

Further information on the Site is set out in the Procurement Documents.

### The Authority's Objectives

The Authority's objectives for the Project are set out in detail in the Procurement Documents and in summary are:

- Objective 1 – Delivery of Masterplan Strategic Objectives
- Objective 2 – Meeting market demand
- Objective 3 – Maximisation of employment uses
- Objective 4 – Financial Return
- Objective 5 – Engagement with Stakeholders
- Objective 6 – Pace of Delivery
- Objective 7 – Relocation Initiatives

### The Authority's Minimum Requirements

The Project must deliver all of the following minimum requirements:

- Comprehensive development across the whole of the Site, albeit the scheme may be delivered in phases
- No requirement for the Authority to provide any funding to make the scheme viable
- Delivery of an early speculative phase
- Compliance with section 123 Local Government Act 1972

- A share of any additional profit (overage) to the Authority of at least 50%

The Authority will dispose of the Site by way of the grant of a long (250 year) Lease(s).

On the acceptance of the preferred development partner's tender, the Authority and the development partner will enter into a conditional joint venture Development Agreement ("Development Agreement") requiring the development partner to work with the Authority to design the Project, secure a planning permission for the agreed Project and the satisfaction of any other conditions within set timescales. It is envisaged the development partner will build out the scheme on a build lease/licence with the long leasehold interest(s) being granted on practical completion of each phase of the development. The Authority as landowner will reserve the right to approve all reserved matters applications before submission to the Local Planning Authority.

Interested organisations are referred to the Procurement Documents which set out further information on the Development Agreement.

Interested organisations are referred to Section VI.3 (Additional Information) for further information on the estimated value of the opportunity.

### **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: £22,000,000

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

Duration in months

240

This contract is subject to renewal

No

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

Envisaged number of candidates: 4

Objective criteria for choosing the limited number of candidates:

This is set out in the published procurement documents.

#### **II.2.10) Information about variants**

Variants will be accepted: No

#### **II.2.11) Information about options**

Options: Yes

Description of options

The initial term of the Development Agreement shall be for fifteen (15) years. The Authority has the option to extend the term of the Development Agreement for a further period or periods of up to a maximum of five (5) years as described in more detail in the draft Development Agreement in the Procurement Documents.

#### **II.2.13) Information about European Union Funds**

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

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## **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**

As set out in the procurement documents.



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## **Section IV. Procedure**

### **IV.1) Description**

#### **IV.1.1) Type of procedure**

Competitive procedure with negotiation

#### **IV.1.5) Information about negotiation**

The contracting authority reserves the right to award the contract on the basis of the initial tenders without conducting negotiations

#### **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

22 July 2021

Local time

5:00pm

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

6 September 2021

#### **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)

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## **Section VI. Complementary information**

### **VI.1) Information about recurrence**

This is a recurrent procurement: No

### **VI.2) Information about electronic workflows**

Electronic ordering will be used

Electronic invoicing will be accepted

Electronic payment will be used

### **VI.3) Additional information**

1. The Public Contracts Regulations 2015 apply to this procurement (the “Regulations”). The Authority is using the Competitive Procedure with Negotiation in accordance with Regulation 29 of the Regulations.

2. The Authority estimates that the gross development value of the opportunity is 22,000,000 GBP. This estimate is reflective of current values and does not allow for any inflation.

3. Interested economic operators (Applicants) are required to register on the Authority’s e-tendering portal. Applicants can access this system at [www.the-chest.org.uk](http://www.the-chest.org.uk) (the “Portal”) where the details of how to register and the terms of free registration are provided. If an Applicant wishes to be considered as a tenderer it must complete and submit a response to the Authority’s Standard Selection Questionnaire via the Portal by specified submission deadline. Responses to the SSQ cannot be uploaded after the submission deadline.

4. Applicants are referred to the Procurement Documents accompanying this Contract Notice for additional information on this procurement and in relation to this Contract Notice.

5. The Authority reserves the right to withdraw from or discontinue the procurement process, which shall include the right to not award the Development Agreement as a result of this call for competition.

6. Tenders and all supporting documentation for the contract must be in English and priced in sterling.

7. The Authority will not be liable for any bid costs, expenditure, work or effort incurred by an Applicant in proceeding or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

8. Any clarifications regarding this opportunity must be raised through the messaging facility on the Portal.

9. The Authority undertakes to hold confidential any information provided in any tender submitted, subject to the Authority's obligations under law, including the Freedom of Information Act 2000. If the tenderer considers that any of the information submitted in the tender 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 Authority will then endeavour to consult with the tenderer 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 Authority in deciding whether an exemption applies is final.

10. The Authority reserves the right to carry out additional financial checks on all economic operators tendering for this opportunity at any time during the procurement process, to ensure that they continue to meet the Authority's requirements and remain financially viable to deliver the project and perform the Development Agreement.

11. The Authority may require a group of economic operators to whom the Development Agreement is awarded to form a legal entity.

(MT Ref:223143)

## **VI.4) Procedures for review**

### **VI.4.1) Review body**

High Court

Royal Courts of Justice, The Strand

London

WC2A 2LL

Telephone

+44 2079476000

Country

United Kingdom

#### **VI.4.2) Body responsible for mediation procedures**

High Court

Royal Courts of Justice, The Strand

London

WC2A 2LL

Telephone

+44 2079476000

Country

United Kingdom

#### **VI.4.3) Review procedure**

Precise information on deadline(s) for review procedures

The Authority will incorporate a minimum 10 calendar day standstill period at the point information on the award of the Development Agreement is communicated to tenderers. Applicants who are unsuccessful shall be informed by the Authority as soon as possible after the decision has been made as to the reasons why the Applicant was unsuccessful. If any clarification regarding the award of the Development Agreement has not been successfully resolved, The Public Contracts Regulations 2015 (SI 2015 No. 102) provide for aggrieved parties who have been harmed or are at risk of harm by breach of the rules to take legal action.

Any such action must be brought within the applicable limitation period. Where a contract has not been entered into, the Court may order the setting aside of the award decision or order the Authority to amend any document and may award damages.

If a contract has been entered into the Court may, depending on the circumstances, award damages, make a declaration of ineffectiveness, order the Authority to pay a fine, and/or order that the duration of the contract be shortened. The purpose of the voluntary standstill period referred to above is to allow the parties to apply to the Courts to set aside the award decision before the Contract is entered into.

