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Award

## **Gibfield White Land Development**

Torus62 Limited

F15: Voluntary ex ante transparency notice

Notice identifier: 2023/S 000-035862

Procurement identifier (OCID): ocds-h6vhtk-0421f2

Published 5 December 2023, 7:05pm

### **Section I: Contracting authority/entity**

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

Torus62 Limited

Helene Central, 4 Corporation Street

St Helens

WA9 1LD

#### **Contact**

Procurement Manager

#### **Email**

[procurementteam@torus.co.uk](mailto:procurementteam@torus.co.uk)

#### **Telephone**

+44 7718707048

#### **Country**

United Kingdom

**Region code**

UKD - North West (England)

**Internet address(es)**

Main address

<https://www.torus.co.uk>

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

Body governed by public law

**I.5) Main activity**

Housing and community amenities

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## **Section II: Object**

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

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

Gibfield White Land Development

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

- 45000000 - Construction work

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

Works

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

Intention to award a Public Works contract under Regulation 32(2) (b) (iii) of the Public Contract Regulations 2015 for the development of a single site at Gibfield White Land in Atherton, Manchester. The Negotiated Procedure without Prior Publication is being followed and is justified under Regulation 32 (2) (b) (iii).

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

This contract is divided into lots: No

#### **II.1.7) Total value of the procurement (excluding VAT)**

Value excluding VAT: £22,617,074

### **II.2) Description**

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

NUTS codes

- UKD - North West (England)

Main site or place of performance

NORTH WEST (ENGLAND)

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

The contracting authority intend to award a works contract using the negotiated procedure

without prior publication, in accordance with Regulation 32 of the Public Contracts Regulations 2015. The contracting authority proposes to enter into a Development Agreement with Northstone Development Limited, Company No. 11501341 (“Northstone”). The Development Agreement provides for the development 113 units by Northstone, comprising a mix of Rent to Buy, Affordable Rent & Social Rent properties. Under the Agreement, it is intended that Northstone will commence the works in January 2024 (subject to final agreement) and complete by June 2026. The estimated contract value is £22,617,074 excluding VAT. The works can only be provided by a particular economic operator for the following reason: protection of exclusive rights under Regulation 32(2)(b)(iii) of the Public Contracts Regulations 2015. A detailed explanation for the use of the negotiated procedure without prior publication is at Annex D.

#### **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**

This VEAT notice demonstrates the intention to award a public works contract using the Negotiated Procedure without prior publication (Regulation 32 (2) (b) (iii)). This contract has not yet been entered into and a contract award notice will be published following award.

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## **Section IV. Procedure**

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

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

Award of a contract without prior publication of a call for competition in the cases listed below

- The procurement falls outside the scope of application of the regulations

Explanation:

This Notice sets out the intended use of a negotiated procedure without prior publication, in accordance with Regulation 32 of the Public Contracts Regulations 2015. The works

can only be provided by a particular economic operator for the following reason: protection of exclusive rights under Regulation 32 (2) (b) (iii) of the Public Contracts Regulations 2015. The contracting authority has been approached by Peel L&P Environmental Holdings Limited, ("Peel") regarding the freehold sale of the land at Gibfield, a site west of North Road, Atherton, Manchester and which is currently within Peel's ownership but which it wishes to transfer to the contracting authority for the development of 113 homes ("the Site"). Peel requires that the purchaser of the Site appoints Northstone to carry out the development of the site. Peel and Northstone are part of the same group and have the same persons with significant control. Accordingly, it is a condition of the sale of land agreement to be entered into between Peel and the contracting authority, that the development works at the Site are undertaken by Northstone. An extract of the clause to be included in the sale of land agreement is at section VI.3 for transparency. On that basis and under Regulation 32(2)(b) (iii) of the Public Contract Regulations 2015, the contracting authority considers that the works can be supplied by only one economic operator, Northstone, as it has exclusive rights in relation to the development by virtue of its relationship with the land owner and as it is a condition of the sale of the Site that the contracting authority appoints Northstone to carry out the works. In accordance with Regulation 32(2)(b)(iii), the contracting authority considers that no reasonable alternative or substitute exists. There is no reasonable alternative to route to purchase the Site without it being a condition of sale for the contracting authority to appoint Northstone to undertake the development works. Peel holds exclusive rights over the Site as the Site owner and may therefore impose conditions relating to the sale requiring the appointment of Northstone to carry out the development works at the Site. Peel is not willing to sell the Site to the contracting authority without this condition. The contracting authority considers that it would not be given the opportunity to purchase the Site without this condition of sale and the requirement to appoint Northstone as the developer to carry out the works. The contracting authority considers that there are no alternative viable sites for this development. The contracting authority further considers that the absence of competition in this case is not a result of artificial narrowing down of the parameters of the procurement by the contracting authority. This opportunity was presented to it by Peel and Northstone and the structure of the transaction and the design of the development at the Site was already determined by them at the time the opportunity was presented to the contracting authority.

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

The procurement is covered by the Government Procurement Agreement: Yes

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## **Section V. Award of contract/concession**

A contract/lot is awarded: Yes

## **V.2) Award of contract/concession**

### **V.2.1) Date of conclusion of the contract**

4 December 2023

### **V.2.2) Information about tenders**

The contract has been awarded to a group of economic operators: No

### **V.2.3) Name and address of the contractor/concessionaire**

Northstone Development Limited

Venus Building, 1 Old Park Lane

Manchester

M41 7HA

Telephone

+44 1616298200

Country

United Kingdom

NUTS code

- UKD - North West (England)

National registration number

11501341

The contractor/concessionaire is an SME

Yes

### **V.2.4) Information on value of contract/lot/concession (excluding VAT)**

Total value of the contract/lot/concession: £22,617,074

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## **Section VI. Complementary information**

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

Extract from sale of land agreement: “Developer” means Northstone Development Limited (Company No. 11501341) registered at Venus Building, 1 Old Park Lane, Manchester M41 7HA “Development Contract” means the contract to be entered into between the Buyer and the Developer under which the Developer will carry out the Proposed Development in the form annexed at Appendix 2 “Proposed Development” means a residential development of the Property as set out in the Planning Permission (as may be varied from time to time); 4.3 The Buyer will, on completion enter into the Development Contract with the Developer, and the Buyer acknowledges that it is a condition of the sale of the Property by the Seller to the Buyer that the Developer is appointed by the Buyer to carry out the Proposed Development.

To view this notice, please click here:

<https://www.delta-esourcing.com/delta/viewNotice.html?noticeId=825103737>

GO Reference: GO-2023125-PRO-24691443

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

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

High Court of England of Wales

Royal Courts of Justice, The Strand

London

WC2A 2LL

Country

United Kingdom