

This is a published notice on the Find a Tender service: <https://www.find-tender.service.gov.uk/Notice/037789-2023>

Contract

## **Gibfield White Land Development**

Torus62 Limited

F03: Contract award notice

Notice identifier: 2023/S 000-037789

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

Published 22 December 2023, 10:06am

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

#### **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

---

## **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). A voluntary ex ante transparency notice was published prior to award.

#### **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**

This Notice confirms the contracting authority's award of a works contract using the negotiated procedure without prior publication, in accordance with Regulation 32 of the Public Contracts Regulations 2015. The contracting authority has entered 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. The works will commence in January 2024 and are intended to be complete by June 2026. The 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.2.5) Award criteria**

Price

#### **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 Contract Award Notice confirms the award a public works contract using the Negotiated Procedure without prior publication (Regulation 32 (2) (b) (iii)). The detailed explanation for the use of the negotiated procedure without prior publication is set out in Annex D.

---

## 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 services can be provided only by a particular economic operator for the following reason:
  - protection of exclusive rights, including intellectual property rights

Explanation:

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 was 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, a site which was within Peel’s ownership and which it wished to transfer to the contracting authority for the development of 113 homes (“the Site”). Peel required the purchaser of the Site to appoint 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 was a condition of the sale of land agreement between Peel and the contracting authority, that the development works at the Site would be undertaken by Northstone. An extract of the clause included in the sale of land agreement is at section VI.3 for transparency. Under Regulation 32(2)(b)(iii) of the Public Contract Regulations 2015, the contracting authority considered that the works could be supplied by only one economic operator, Northstone, as it held exclusive rights in relation to the development by virtue of its relationship with the land owner and as a condition of the sale of the Site that the contracting authority appointed Northstone to carry out the works. In accordance with Regulation 32(2)(b)(iii), the contracting authority considered that no reasonable alternative or substitute exists. There was 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 held exclusive rights over the Site as the Site owner and therefore imposed conditions relating to the sale requiring the appointment of Northstone to carry out the development works at the Site. Peel was not willing to sell the Site to the contracting authority without this condition. The contracting authority considered 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 considered that there were no alternative viable sites for this development. The contracting authority further considered that the absence of competition

in this case was 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

#### **IV.2) Administrative information**

##### **IV.2.1) Previous publication concerning this procedure**

Notice number: [2023/S 000-035862](#)

---

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

A contract/lot is awarded: Yes

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

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

21 December 2023

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

Number of tenders received: 1

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

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

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 is an SME

No

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

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

---

## **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 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 enters into the Development Contract with the Developer, and 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=829897806>

GO Reference: GO-20231222-PRO-24843785

### **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