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Tender

Design and Build Coalisland Area

Apex Housing Association

UK4: Tender notice - Procurement Act 2023 - [view information about notice types](#)

Notice identifier: 2025/S 000-070705

Procurement identifier (OCID): ocds-h6vhtk-05d98e

Published 4 November 2025, 10:06am

Scope

Reference

APX022

Description

The Project is for the delivery of multiple social housing units in areas of acute housing need within the area as delineated in the maps attached at Annex A to this IM, by means of design and build. Developers must provide the land, design, and construction and ensure completion of the scheme for Apex in accordance with the DfC Housing Association Guide, Client's Requirements and statutory body requirements.

Developers should note that the maximum size of development that it is envisaged will be eligible for DfC funding is 40 units. While there may be some limited tolerance above this number, any Tender Responses proposing a development with a number of units in excess of 110% of this number is unlikely to be acceptable and may be rejected and not considered as part of the evaluation.

If a Developer has a site that will facilitate a development in excess of the maximum numbers, it is open to such Developer to split their site into a number of smaller phases or

schemes (each of which individually is less than the maximum numbers set out above) to be delivered across a number of financial years. If a Developer adopts this approach they will need to submit their proposals for each phase or scheme as a separate Tender Response, which will be evaluated individually on its own merits. Developers must note that the prices for any subsequent schemes or phases will remain fixed and as such any increase in prices (e.g. due to price inflation) for later schemes or phases (that may not be expected to be delivered for a number of years) will need to be incorporated into the fixed prices included in a Developer's Tender Response.

Following evaluation of Tender Responses, Apex will rank the Developer's Tender Responses. Apex thereafter anticipates contracting with one or more of the highest ranked Developers. Apex can determine at its sole discretion how many Developers it will contract with, and ultimately Apex will make this assessment on whether to contract with one or more Developers based on affordability including in the context of the availability of DfC funding. Apex reserves the right to make staggered awards to one or more Developers over a period of 12 months from the Tender Submission Time and Date. Developer's should note that once awarded the prices included in the conditional sale agreement will remain fixed, even if it takes some time for the conditions to be satisfied. In view of the acute housing need, Apex would expect Developer's to propose schemes where they envisage that all conditions would be satisfied within a period no later than 48 months after award.

If Apex elects to contract with a Developer it shall enter into a conditional sale agreement. The Developer shall work with Apex to secure Apex approval of the detailed design and secure planning approval (at risk) (in accordance with the conditional sale agreement) which will enable Apex to apply to NIHE for funding. Apex and the Developer will be required to work cooperatively to finalise the proposal and to secure these approvals (at risk). Developers should note that due to funding and affordability issues, Apex may be constrained in relation to the number of schemes that it can deliver in any single financial year, this may impact on the timing for the satisfaction of the conditions, but Apex would expect that it would only enter into a conditional agreement if it envisaged that, notwithstanding any funding and affordability restrictions, the necessary conditions could be satisfied within 48 months of contract award. For the avoidance of doubt, Apex can elect to cancel the conditional sale agreement at any stage if the Developer cannot satisfy the conditions contained in it.

Apex is inviting Developers, who can demonstrate that they either:

- (a) own the site and can provide clear non-encumbered title to Apex; or
- (b) have an exclusive arrangement with the Site Owner enabling the transfer of the site to Apex with clear non-encumbered title.

to submit proposals for the provision of social housing on the site. Apex anticipates that

the minimum size of development which it will consider as part of the evaluation is 20 units, however, it reserves, at its sole discretion, the right to contract with a Developer in respect of a site with fewer units.

Total value (estimated)

- £1 including VAT

Above the relevant threshold

Contract dates (estimated)

- 2 March 2026 to 1 March 2028
- 2 years

Main procurement category

Works

CPV classifications

- 45211000 - Construction work for multi-dwelling buildings and individual houses
- 45211100 - Construction work for houses

Submission

Submission type

Requests to participate

Tender submission deadline

1 December 2025, 11:59pm

Submission address and any special instructions

<https://etendersni.gov.uk/>

Tenders may be submitted electronically

Yes

Languages that may be used for submission

English

Award decision date (estimated)

12 January 2026

Award criteria

Name	Type	Weighting
Developers Price Submission	Price	50%
Quality	Quality	40%
Social Value	Quality	10%

Other information

Conflicts assessment prepared/revised

Yes

Procedure

Procedure type

Competitive flexible procedure

Competitive flexible procedure description

This Competitive Flexible shall consist of a number of stages outlined below and explained in further detail throughout this document and in subsequent documents as the procurement exercise will progress:

STAGE 1: Procurement Specific Questionnaire (PSQ) & Tender Stage

This Competitive Flexible shall consist of an initial stage where tenderers will submit their PSQ, and their quality, social value and cost (Award Stage) offer. The Contracting Authority may award the procurement competition to the Most Advantageous Tender after the assessment of this initial stage.

STAGE 2: Clarification, Refinement and Negotiation Stage (Optional)

At Apex's sole discretion further tender stages may be carried out in order to best reflect any clarifications, changes in housing mix, planning conditions, specifications or for any other reason.

STAGE 3: Post Tender Negotiation (Optional)

The Contracting Authority may award the procurement competition to the Most Advantageous Tender after the assessment of either Stage 1 or Stage 2. The Contracting Authority also reserves the right at its sole discretion following the completion of the evaluation of all responses and the identification of the Most Advantageous Tender according to the award criteria to enter dialogue with the most advantageous tenderer in order to refine elements of the contract, service, specification, social value offer, sustainability and or cost prior to the execution of the contract.

Award Process

If Apex elects to enter into one or more contracts, it will identify the one or more Developer(s) with whom it wishes to initially contract. N.B. Apex reserves the right to make staged awards therefore it may not be able to identify each party with whom it might wish to contract at this initial stage;

Apex thereafter intends to enter into a conditional sale agreement and subsequently a design and build contract with the successful Developer(s). The conditional sale agreement (and entry into a design and build contract) is conditional upon Developers:

- o being able to offer and provide clear, non-encumbered title of the site to Apex,
- o Securing Apex approval for the detailed scheme,
- o Securing NIHE/DfC funding approval,
- o Securing detailed planning permission;
- o Securing confirmation from Northern Ireland Water that its existing infrastructure will be able to deal with all dwellings envisaged in the scheme.

For the avoidance of doubt, the conditional sale agreement/design and build contract will remain conditional until all of the above points are satisfied. Apex and the Developers must work co-operatively when seeking to secure satisfaction of these conditions. Please note all costs will be incurred by Developers “at risk”. No payments will be made by Apex in advance of the Contracts becoming unconditional.

- If the Developer satisfies the conditions, the conditional sale agreement and design and build contract will become unconditional;
- At this stage Apex will pay the land value for the land as part of the conditional sale agreement becoming unconditional (the process for determining the land value is set out in Annex B);
- The Developer will thereafter develop out the land in accordance with its tender and the

conditions of the Contract, subject always to Apex's final approval of the final design; and

- Upon completion, the remaining tender price will be paid in accordance with the contract milestones set out in the design and build contract.

Nothing stated in this IM / ITT or in any communication during the Competition is or shall be relied on as a promise or representation as to the future or a commitment by the Authority to award or enter into any contract.

The Association reserves the right to not award to the lowest or any tender or to discontinue this Procurement Competition at any time.

Apex has considered the use of Lots for this contract but do not believe the use of Lots are suitable.

Contracting authority

Apex Housing Association

- Companies House: NP000125

10 Butcher St

Derry / Londonderry

BT48 6HL

United Kingdom

Email: procurement@apex.org.uk

Region: UKN0A - Derry City and Strabane

Organisation type: Public authority - sub-central government

Devolved regulations that apply: Northern Ireland