

**BURNLEY  
BOROUGH  
COUNCIL**

*TOWN CENTRE AND WEAVERS  
TRIANGLE MASTERPLAN*

**Invitation to Tender (ITT)**

**Date of Issue**

**6<sup>th</sup> June 2017**

**TENDER RESPONSE DEADLINE: 3<sup>rd</sup> July**

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## 1. INFORMATION TO TENDERERS

- 1.1. Tenders are invited from organisations that have the resources and ability to undertake the professional services outlined within the Tender Brief. The Council is seeking a suitably qualified consultancy or consortium of consultancies to develop a comprehensive, ambitious and deliverable masterplan for Burnley Town Centre and the adjoining Weavers Triangle area. The Masterplan is intended to facilitate the redevelopment and growth of the town ensuring its future as a vibrant and thriving retail, leisure and business centre supporting the borough's overall growth ambitions. The masterplan should establish a coherent set of land use and design parameters to guide the future development of the area and be under pinned with an implementation plan based on sound market testing and analysis. The full specification is set out in the Tender Brief in Appendix 5.
- 1.2. The proposed Contract period will commence on the 31<sup>st</sup> July 2017 until 28<sup>th</sup> February 2018.
- 1.3. The Invitation to Tender (ITT) sets out the nature and extent of the Council's requirements and the conditions upon which the Services are to be provided. Tenders will be evaluated against the following criteria to establish the most economically advantageous tender:

<b>Contract Price =</b> <b>30% of the marks available</b>	<b>Quality =</b> <b>70% of the marks available</b>
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- 1.4. This Tender Document comprises of the Instructions for Tendering, the Form of Tender, form of Acknowledgement, Certificats of non-collusion & canvassing, bona fide bid, and the Method Statements.
- 1.5. In the event of any conflict arising between any of the provisions of the Tender Document issued by the Council and those submitted by the Tendering organisation, the Council's Tender Document shall be the definitive version.
- 1.6. Additional information relevant to this contract is available – please refer to the Tender Brief (appendix 5).

## 2. INSTRUCTIONS FOR TENDERERS

- 2.1. In order to submit a compliant Tender response, Tendering Organisations must ensure that the instructions in this document are followed and all required documents are returned.
- 2.2. Tenderers are advised to consider the Tender Document and all associated information in detail in order to satisfy themselves as to the nature and extent of the Council's requirements.

- 2.3. Tenderers are responsible for ensuring that they are fully familiar with the nature and extent of the proposed requirements and shall obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 2.4. The Tender Document and all other associated information and documents must be treated as private and confidential. Tenderers must not disclose the fact that they have been invited to tender or release details of the Tender Document other than on an 'in confidence' basis to those who have a legitimate need to know or with whom the Tenderers need to consult for the purpose of preparing the Tender. The Tender Document shall remain the property and copyright of the Council.
- 2.5. The Council shall not be held liable for any costs, expenses and charges relating to or arising from the preparation of the Tender including without limitation, the preparation of the documentation, attendance at meetings, inspection of premises.
- 2.6. The Tender must be submitted strictly in accordance with the instructions in this Tender Document. The Tender must not be conditional or be accompanied by statements that could be construed as rendering it equivocal and/ or placed on a different footing from any other Tenderers.
- 2.7. Only Tenders submitted strictly in accordance with these instructions will be accepted for consideration. For the avoidance of doubt, this Tender Document does not allow for the submission of Variant Bids.
- 2.8. There will not be any negotiations of any of the substantive terms of the Tender Documents. Only clarification requests relating to the Tender Documents will be answered.
- 2.9. The Council reserves the right to issue the response to any clarification request made by you to all Tenderers unless you expressly require it to be kept confidential at the time the request is made. Clarification responses will be made available on the Council's 'Opportunities' web page: <http://www.burnley.gov.uk/about-council/doing-business-burnley-council/current-opportunities>
- 2.10. If the Council considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the request without receiving a response to the clarification request. The Council will, where reasonably practicable to do so, attempt to reply to clarification requests within 3 working days.
- 2.11. The information contained in this Tender Document and the supporting documents and in any related written or electronic or oral communication is believed to be correct at the time of issue but the Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.
- 2.12. Tenders shall be submitted on the basis that the price offered therein shall remain valid for 3 months from the Tender submission deadline date; that is until the 3rd October 2017.
- 2.13. The Council does not bind itself to accept the lowest, or any Tender and shall not incur any liability in respect of the Tender submitted.

- 2.14. The Council may, and hereby reserves the right to, alter the contents but not the intention of the Tender Document prior to the closing date for Tender submission. Any amendments will be made available on the Council's 'Opportunities' web page:  
<http://www.burnley.gov.uk/about-council/doing-business-burnley-council/current-opportunities>.
- 2.15. No person other than the Authorised Officer shall have the authority to vary any part of the Tender Document who shall only do so only in writing to all Tenderers. For these purposes, the Authorised Officer is the Head of Regeneration and Planning Policy or appropriate Officer as delegated.
- 2.16. The Council reserves the right to require a Parent Company Guarantee, Performance Bond or other form of assurance in relation to this Contract.
- 2.17. Tenderers are deemed to have fully satisfied themselves before submitting their Tender as to the accuracy and sufficiency of the Method Statements, rates and prices stated which in the event of the Tender being accepted, shall (except insofar as it is otherwise provided) cover all the obligations under the contract including without limitation, all fees, labour; equipment, materials, transport, insurance, administration, operating costs, telephones, faxes and other overhead charges, profit, other costs, expenses, disbursements, all general risks, taxation duties, maintenance, liabilities, obligations and liabilities set out or implied as necessary to comply with the contract.
- 2.18. No claim against the Council shall be allowed whether in contract or tort or under the Misrepresentation Act 1967 or otherwise on the grounds of any inconsistencies.
- 2.19. The Council may attend any of the Tenderer's premises to inspect the premises and procedures in place for the delivery of services. Such Tenderers will be notified in due course of the location, date and time of any premises visit.
- 2.20. Tenders are submitted on the condition that the Authorised Officer may, after opening the Tender, discuss verbally or in writing with the Tenderer the details of the documents submitted prior to formal acceptance of a Tender by way of clarification (please note that such clarification enquiry does not in any way invite negotiation), without in any way committing the Council to accept such Tender. Tenderers may be required to attend a clarification meeting as part of the Council's Tender clarification process. This will be confirmed with each Tenderer if appropriate and in advance.
- 2.21. Any unauthorised amendment, qualification or deletion of, or addition to, the Tender Document, by the Tenderer, issued by the Council may invalidate this Tender.
- 2.22. The Tenders must be made on the Form of Tender incorporated in the Tender Document and all aspects must be complete in full. The Tender must be completed in English in black script and submitted in accordance with these Instructions for Tendering.
- 2.23. The Tenderer must provide a Fee Schedule. The fees are for delivery of the commitments set out in the Tenderer's Method Statement responses.

- 2.24. Only those prices submitted in the Fee Schedule will be used for pricing evaluation purposes.
- 2.25. The documents must be signed by the Tenderer and submitted in the manner and by the date and time stated in Section 3, together with all the supporting documents as stated in this Tender Document.
- 2.26. All documents requiring a signature must be signed;
- Where the Tenderer is an individual, by that individual;
  - Where the Tenderer is a partnership, by two duly authorised officers;
  - Where the Tenderer is a company, by either two Directors or a Director and the Company Secretary such persons being duly authorised for such purpose.
- 2.27. The Tenders shall be submitted on the basis that acceptance of a Tender by the Council shall be binding for all purposes but subject to termination or rescission of the Contract at the Council's option in the event of (i) any material non-disclosure by the Tenderer and or (ii) failure to reach agreement with the successful Tenderer on all of the details of the documentation which is required to be agreed within the period specified in the Tender Document or if none is stated within a reasonable period.
- 2.28. Rates and prices must be quoted in pounds sterling to two decimal places (exclusive of Value Added Tax).
- 2.29. Any questions concerning any aspect of this Tender Document or the Tender process should be directed in writing to Kate Ingram, Head of Regeneration and Planning Policy [kingram@burnley.gov.uk](mailto:kingram@burnley.gov.uk).
- 2.30. The above named officer is the only person Tenderers are permitted to approach, and any attempt to obtain information from other Council Officers or employees could result in exclusion from the Tender process.
- 2.31. For Tender opportunities above the appropriate OJEU threshold and prior to contract award the Council will exercise a standstill period in accordance with the Public Contracts Regulations 2015.
- 2.32. The engagement of the successful Tenderer is subject to the formal approval process of the Council. Until all necessary approvals are obtained and where appropriate the standstill period is completed, no contract will be entered into.
- 2.33. You must inform the Council in writing immediately if there is any change in control, composition or membership of your organisation or your consortium members or where any other material factor has altered subsequent to your expression of interest in this procurement process.
- 2.34. The Council reserves the right to disqualify you from this Tender process as a result of any such change.
- 2.35. You are reminded of the eligibility requirements that apply to this procurement process at all times. In particular, these include the provisions set out in the Public Contracts Regulations

2015. Any change in your eligibility must be notified immediately to the Council in writing and may result in your disqualification from the procurement process.

- 2.36. You must state in your completed Tender if you will be using any Third Party Contractors to deliver the services and ensure that all relevant terms and conditions are applied within any relevant Sub-Contract. You will be fully responsible as the prime Contractor for compliance under the contract by all Third Party Sub-Contractors.

### **3. INSTRUCTIONS FOR THE RETURN OF TENDERS**

- 3.1. Tenders must be submitted in hard printed copy format via the postal system or delivered by hand in accordance with the instructions set out below.
- 3.2. Please complete all parts of this ITT as concisely as possible, and return FOUR printed copies of all the ITT document and all necessary supplementary information that is requested. An electronic copy of the full ITT documentation set (as described above) must also be provided in MS Word file or PDF file format on a CD ROM or Memory Stick.
- 3.3. Tender documentation must be sealed, addressed and returned to:

**'Burnley Town Centre and Weavers Triangle Masterplan– ITT Response'**

**The Head of Governance, Law, Property and Regulation**

**Burnley Borough Council**

**Town Hall**

**Burnley**

**BB11 9SA**

- 3.4. Tender responses should be submitted in a sealed package and must be clearly marked **'Burnley Town Centre and Weavers Triange Masterplan– ITT Response'**. It is the Tenderers responsibility to ensure that the Tenderer cannot be identified from the sealed package or wrappings.
- 3.5. It is also the Tenderers responsibility to ensure that completed ITT submissions are delivered prior to the deadline and that a receipt or proof of delivery is obtained.
- 3.6. Any Tender delivered by hand must be taken to the Ground Floor Reception at the Town Hall on Manchester Road, Burnley and a timed receipt obtained.
- 3.7. The completed ITT submission and all other required documents and information must be received by the Council by:
- 15.00 hours on the 3<sup>rd</sup> July 2017 (the 'Deadline').**
- 3.8. The Council accepts no responsibility for any Tender received in any way other than that specified in sections 3.1 to 3.7 of this Tender Document. The Council reserves the right to reject any Tender received after the Deadline.

- 3.9. The key dates for the remainder of the procurement procedure are set out in the table 1 below, although Burnley Borough Council reserves the right to vary key dates on notice to all Tendering organisations.
- 3.10. Any attempt by you or your appointed advisers to inappropriately influence the Contract award process in any way will result in your Tender being disqualified. Any direct or indirect canvassing by you or your appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of the Council concerning another tendering organisation may result in disqualification at the discretion of the Council

**Table 1: Key Dates**

Item	Dates
Issue Tender Brief and ITT documents	6 <sup>th</sup> June
Form of Acknowledgement returned	16 <sup>th</sup> June
ITT clarification questions cut-off date	23 <sup>rd</sup> June
Deadline for return of completed ITT	3 <sup>rd</sup> July
Notification issued to Consultants invited to attend clarification meetings (if required) <sup>1</sup>	12 <sup>th</sup> July
Clarification meetings (if required)	18 <sup>th</sup> July
Evaluation of tenders	18 <sup>th</sup> July
Notification of result and appointment of successful firm	24 <sup>th</sup> July
Inception Meeting	31 <sup>st</sup> July
Interim Milestone 1; Presentation of analysis and initial options	TBA
Interim Milestone 2: Preferred Option	TBA
1 <sup>st</sup> Draft Master Plan	8 <sup>th</sup> December
Final Draft and Completed Materials	28 <sup>th</sup> Feb

*Please note: dates set out in the table above are indicative only and may be subject to change. Any changes will be notified to all Tenderers via the Council's 'Opportunities' web page: <http://www.burnley.gov.uk/about-council/doing-business-burnley->*

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<sup>1</sup> Once tenders and supporting information is submitted, the Council may wish to hold meetings, site visits and / or interviews with any or all of the Tenderers as it considers appropriate to clarify any aspect of the Tender.



*council/current-opportunities. An appropriate standstill period maybe applied prior to contract award*

## **4. FREEDOM OF INFORMATION ACT 2000; IMPORTANT NOTICE TO ALL TENDERERS**

- 4.1. The Council is a public authority within the meaning of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the 'FOI Legislation') and therefore any requests for information held by the Council or another person on the Council's behalf (for example a contractor) must be dealt with in accordance with the FOI Legislation.
- 4.2. As part of its duties and responsibilities under the FOI Legislation the Council may be required to disclose information relating to any tender or contract with any supplier or contractor, to any person making a request. It may also publish some of that information in its Publication Scheme under the FOI Legislation.
- 4.3. If any information provided to the Council contains trade secrets or is considered by the Tenderer genuinely to be commercially sensitive, this should be stated explicitly. In such cases any request for disclosure of the relevant material will be examined in the light of the exemptions contained in the FOI Legislation and public interest test and genuinely confidential information that is explicitly stated to be so that is exempt from disclosure will not be disclosed.
- 4.4. The Tenderer will be consulted before disclosure of any information expressly stated by the Tenderer to be confidential is made, unless the Council has made it clear in advance that this type of information would be disclosed.
- 4.5. The Council will not accept information on terms that purport to prevent any possible future disclosure of information in compliance with the law. For instance the Council cannot accept restriction of disclosure where the information supplied is not genuinely commercially sensitive or confidential in nature.
- 4.6. The Council reserves the right to disclose details of the Contract or contract process (for example, name of successful Tenderer and overall contract price).
- 4.7. If any information provided to the Council contains purported trade secrets or is considered by the Tenderer to be genuinely commercially sensitive or genuinely confidential in nature, the Tenderer shall inform the Council in writing specifying the information considered to be so with explicit reasons why the Tenderer believes the information to be so which reflect the terms of the FOI Legislation. The Tenderer will be consulted before any disclosure of the information specified unless the Council has made it clear that this type of information would be disclosed elsewhere in or during this Tender, whether orally or in writing.
- 4.8. The Council will not be liable for loss or damage that Tenderers may suffer from the Council's disclosure of information in accordance with FOI Legislation.

## 5. TENDER EVALUATION

- 5.1. The Council is required at all times to adhere to Best Value legislation and pro-actively demonstrate it is providing a value for money solution to all of its contracts. The scoring will be based upon a price quality weighting as set out below.

**Weighting: 30% Price / 70% Quality**

- 5.2. The intention behind the **[30/70]** weighting is to reiterate that we are equally concerned with receiving responses that contain extremely competitive pricing and a very good quality proposal. The weighted scores will be calculated using the criteria set out within each method statement to be evaluated.
- 5.3. The Council reserves the right not to offer the contract to the lowest priced Tendering Organisation. The Tendering Organisation who scores the highest overall score showing value for money, upon the principles of the most economically advantageous tender in the Council's sole opinion shall succeed. The Council also reserves its right to withdraw from this process at any time without giving rise to any liability as to costs.

**QUALITY %**

$$\left[ \frac{\text{Tender Score}}{\text{Max Score}} \times 100 \right] \times \text{Weighted percentage} / 100 = \text{Weighted Score}$$

**PRICE %**

$$\left[ 1 - \frac{\text{Tender Price} - \text{Lowest price}}{\text{Tender Price}} \right] \times \text{Weighted percentage} = \text{Weighted Score}$$

### QUALITY

- 5.4. Quality will be evaluated through an analysis of the Tendering Organisations' responses to the Council's Method Statements as set out in section 7 of the Tender Brief (See Appendix 5). Tendering Organisations must respond to every requirement in each section and must ensure that all requested documents are attached.
- 5.5. In order for your Tender response to be considered, please ensure that you respond to all of the Method Statements.
- 5.6. The Quality Formula shown above will be used to calculate the weighted score for Method Statement responses. This will be added to the Price score to determine the overall score for the Tender response.
- 5.7. Quality is worth **[70%]** of the overall evaluation score. Scores attributed to responses are decided based on the expectations of the stakeholder evaluation panel, measured against the Council's objective requirements and evaluation criteria as set out in the Tender

documents (and summarised in table 5 below). Please ensure that you respond to all Method Statements in detail so the stakeholder panel can properly evaluate your proposal.

## **COST/ PRICE**

- 5.8. Cost will be evaluated through your response to the Fee Schedule (refer to Section 7 of the Tender Brief (Appendix 5). You must provide a comprehensive fee schedule to include for every cost element and provide a breakdown of the total cost (and hourly rates etc.). Tendering Organisations may not simply provide a lump-sum figure and must ensure that each element of Services to be provided has been broken down and specified.
- 5.9. Tendering Organisations are required to include any element of added value within this section they believe that the Council would benefit from. The Price Formula shown above will be used to calculate the weighted price score. This will be added to the Quality score to determine the overall score for the Tender response.
- 5.10. Cost is worth [30%] of the overall score. The Council will not accept estimated costs; any and all preambles, preliminaries, expected disbursements must be stipulated in the Fee Schedule. Failure to fully provide and set out the Fee Schedule may lead to the Tender being disqualified for incompleteness.

## **6. QUALITY: METHOD STATEMENT SCORING METHODOLOGY**

- 6.1. The methodology below in Table 6 below will be applied to the evaluation of all Method Statement responses.

**Table 2.**

Score	Criteria
5	<b>Excellent: Above Expectations.</b> Response clearly meets all requirements and demonstrates evidence of some added value.
4	<b>Good: Meets Expectations.</b> Response clearly meets all requirements.
3	<b>Satisfactory: Meets most Expectations.</b> Response meets all requirements but is lacking or inconsistent in a few identifiable areas.
2	<b>Weak: Below Expectations.</b> Response meets some requirements but is lacking or inconsistent in several identifiable areas.
1	<b>Poor: Well Below Expectations.</b> Response has a number of deficiencies or concerns in certain areas where the lack of detail requires the evaluator to make assumptions, or no information is provided.

## 7. IDENTIFICATION OF THE MOST ECONOMICALLY ADVANTAGEOUS TENDER

- 7.1. The Tenderer that submits the most economically advantageous tender, that at least meets both the pricing and quality requirements set out in this ITT, will be awarded the contract.
- 7.2. The Quality and Price Formulas outlined above will be applied to determine the weighted scores for all criteria, with weighted percentages for each criteria shown in table 7 below.

**Table 3.**

Criteria	Sub-criteria	Demonstrated by	Weighting
<b>Adequate insurance cover</b>		Self certification as to whether you already have or can commit to obtain the required insurance	<b>Pass / Fail</b>
<b>No conflict of interest declared</b>		Self certification as to whether your practice has any conflicts of interest	<b>Pass / Fail</b>
<b>Quality</b>	Interpretation of the brief	Understanding of the brief and the client's aspirations; the background to the brief; the target area, appreciation of the commercial market - current and emerging market trends in retail, leisure, recreation and commercial development; appreciation of the higher education sector; an understanding of one public estate,	<b>15</b>
	Methodology proposed	A clear overall approach to the work and an appropriate methodology to deliver the proposed outcomes;	<b>10</b>
	Identified team / staff	Suitably qualified and experienced staff identified with relevant experience of undertaking this type of work –in relation to the target markets/ sectors; ability to understand and translate the views of a wide number of stakeholders; ability to understand the Burnley context and translate our vision into practical and deliverable options; excellent project management capabilities and if appropriate the ability to manage a range of sub-contractors.	<b>15</b>
	Timetable and work programme	Ability to work to the milestones outlined in the brief, with a realistic number of days allocated to the project	<b>10</b>
	Past experience	Relevant experience and demonstrable track record of undertaking this type of work and in designing town centre schemes.	<b>10</b>
<b>Price</b>	Fees and rates	A fully inclusive fee breakdown	<b>40</b>
<b>References<sup>2</sup></b>			<b>Pass / Fail</b>
<b>Total Score Available</b>			<b>100</b>

<sup>2</sup> References will only be taken up for the preferred Tenderer. References will be subject to a Pass/Fail assessment and in the case of inadequate references being supplied, the Council will take up references for the next highest scoring Tenderer.

- 7.3. The tender with the highest final overall score will be determined as the most economically advantageous tender and will be awarded the contract. This will be determined by the combination of the highest overall marks achieved, once marks for price and quality are combined, after the application of the evaluation approaches described above.
- 7.4. Please note that Burnley Borough Council reserves the right not to award any contract.

## **8. INSTRUCTIONS FOR COMPLETION OF METHOD STATEMENTS**

- 8.1. All Tenderers shall complete the Method Statements detailed in section 7 of the Tender Brief document (see Appendix 5).

# **Appendix 1: FORM OF ACKNOWLEDGMENT**

## **BURNLEY BOROUGH COUNCIL**

### **Burnley Town Centre and Weavers Triangle Masterplan**

We certify receipt of the Invitation to Tender, and following initial review, we confirm that we intend to submit a tender(s) by 3<sup>rd</sup> July 2017.

**Respondent name:**

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**Respondent organisation and address:**

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**Contact:**

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**Signature:**

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**Date:**

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**This acknowledgement should be returned by 16<sup>th</sup> June 2017 to:**

Kate Ingram

Burnley Borough Council

Parker Lane Offices

Burnley, Lancashire

BB11 2BY

## **Appendix 2: FORM OF TENDER**

### **FORM OF TENDER**

For the attention of: Head of Governance, Law, Property and Regulation

Town Hall

Burnley

BB11 9SA

Date: \_\_\_\_\_ 2017

Dear Sir,

### **TENDER FOR THE CONTRACT**

I/ We the undersigned, hereby tender and offer to provide the services required under the Burnley Town Centre and Weavers Triangle Masterplan Tender as listed below which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Services and upon the terms thereof.

Attached to this Form of Tender are the following:

A response to all elements of the Method Statements;

A completed Fee Schedule;

A signed Certificate of Non Collusive Tendering and non-Canvassing;

A signed certificate that the tender is bona fide.

I/ We confirm that I/we can supply the Goods and Services as specified in the Invitation to Tender in accordance with the terms set out in the Burnley Town Centre and Weavers Triangle Masterplan

I/ We confirm that we accept the terms of the Invitation to Tender.

I/ We undertake in the event of acceptance of our Tender to execute the Burnley Town Centre and Weavers Triangle Masterplan Tender as requested by the Council and pending such execution to provide Goods and Services in accordance with the terms of any contract award letter issued by the Council.

I/ We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.



I/ We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/ our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/ We confirm that this Tender will remain valid for 3 months from the date of this Form of Tender.

I/ We confirm and undertake that if any of such information becomes untrue or misleading that I/ we shall notify you immediately and update such information as required.

I/ We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed by:

Name(s): \_\_\_\_\_

Position: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

## **Appendix 3: CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING**

To:

**Head of Governance, Law, Property and Regulation**

**Town Hall**

**Burnley**

**BB11 9JA**

Date: \_\_\_\_\_ 2017

For the attention of the Head of Governance, Law, Property and Regulation

### **Statement of non-canvassing**

I/ we hereby certify that I/ we have not canvassed any Member, Director, Employee, Representative or Adviser of the Council in connection with the proposed award of Burnley Town Centre and Weavers Triangle Masterplan Tender by the Council, and that no person employed by me/ us or acting on my/ our behalf, or advising me/ us, has done any such act.

I/ we further hereby undertake that I/ we will not canvass any Member, Director, Employee, Representative or Adviser of the Council in connection with the award of Burnley Town Centre and Weavers Triangle Masterplan Tender and that no person employed by me/ us or acting on my/ our behalf, or advising me/ us, will do any such act.

### **Statement of non-collusion**

The essence of selective tendering for the Burnley Town Centre and Weavers Triangle Masterplan Tender is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/ we certify that this is a bona fide offer, intended to be competitive and that I/ we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-Contractor identified in this offer).

I/ we also certify that I/ we have not done, and undertake that I/ we will not do, at any time any of the following acts:

Communicate to a person other than the Council, the amount or approximate amount of my/ our proposed offer except where the disclosure in confidence of the

approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

Enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

Offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/ we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

## **Appendix 4: CERTIFICATE THAT THE TENDER IS BONA FIDE**

### **BURNLEY BOROUGH COUNCIL - CONTRACT FOR BURNLEY TOWN CENTRE AND WEAVERS TRIANGLE MASTERPLAN TENDER**

#### **CERTIFICATE THAT THE TENDER IS BONA FIDE**

In recognition of the principle that the essence of selective tendering is that the Council shall receive *bona fide* competitive tenders from all those tendering

We certify that:

- The Tender submitted herewith is a *bona fide* tender intended to be competitive
- We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person
- We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
- Communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the appropriate amount of the Tender was essential to obtain an insurance premium quotation required for the preparation of the Tender);
- Enter into any agreement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;
- Offer, pay, give or agree to give any sum of money or valuable consideration directly to any person doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above; and
- Directly or indirectly canvassed or solicited any member, officer or employee of the Council concerning the acceptance of any Form of Tender or directly or indirectly obtained or attempted to obtain information from any such employee, member or officer concerning any other Tenderer or Form of Tender submitted by any other Tenderer

In this certificate:-

“Person” includes any person and anybody or association corporate or incorporate

“Any agreement or arrangement” includes any transaction of the sort described above, formal or informal and whether legally binding or not.

This offer is executed as a Deed by us on the date stated below

Dated this..... Day of.....2017

**(a) Where the Tenderer is an individual:**

EXECUTED AS A DEED BY \_\_\_\_\_

*Signature of Tenderer* \_\_\_\_\_

*Name of Tenderer* \_\_\_\_\_

In the presence of \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_

Witness address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness occupation \_\_\_\_\_

**b) Where the Tenderer is a partnership:**

EXECUTED AS A DEED BY \_\_\_\_\_

*Name of Partner* \_\_\_\_\_

For and on behalf of \_\_\_\_\_

*Signature of Partner* \_\_\_\_\_

*Name of Partnership* \_\_\_\_\_

Under a power of attorney dated \_\_\_\_\_

*Date* \_\_\_\_\_

In the presence of \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_

Witness address \_\_\_\_\_

\_\_\_\_\_

Witness occupation \_\_\_\_\_

**(c) Where Tenderer is a Company:**

EXECUTED AS A DEED BY \_\_\_\_\_

*Name of Company* \_\_\_\_\_

Acting by \_\_\_\_\_

Director \_\_\_\_\_

Director / Company Secretary \_\_\_\_\_

## **Appendix 5: Tender Brief**

Follows on pages 23 - 38.



# Burnley Town Centre and Weavers Triangle Master Plan

## Tender Brief

Date of issue: 6<sup>th</sup> July 2017

### 1. Purpose

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- 1.1. Burnley Council in partnership with the University of Central Lancashire wish to appoint a suitably experienced and qualified consultancy or a consortium to work with the Council, the University of Central Lancashire and other stakeholders to develop an ambitious but deliverable masterplan for Burnley Town Centre and the adjoining Weavers Triangle area.

### 2. Background

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- 2.1. The Borough of Burnley has undergone a transformation over the last decade, with investment in new schools, new housing, business parks and a new direct train link to Manchester. The town has benefitted from a £90m College and University Campus. The borough has witnessed significant job growth – 5.6% since 2009. The Council, in partnership with businesses –The Burnley Bondholders – has worked hard to improve perceptions of Burnley as a place to invest, work and live. The result was Burnley winning the prestigious title of Most Enterprise Place in 2013, awarded by BIS.
- 2.2. Despite our recent success, we are not complacent. The recently published Local Plan Draft Submission Document sets out a high growth strategy for the borough releasing a mix of brownfield and green field sites for new housing and further extensions to the borough's successful business parks. A key part of the development strategy for the borough is enhancing the town centre ensuring that it is a vibrant retail, leisure and service centre for a larger part of Pennine Lancashire.
- 2.3. In November 2016, Burnley Borough Council adopted a Town Centre Strategy which clearly articulates the opportunities and challenges presented in the Town Centre and sets a clear vision for Burnley Town Centre.  
<http://www.burnley.gov.uk/sites/default/files/BurnleyTownCentreStrategy.pdf>
- 2.4. Burnley Town Centre is bounded to the West and South by the Leeds Liverpool Canal. Along the canal is an area known as the Weavers Triangle, extending to some 17ha including a mixture of semi-derelict mill buildings and brownfield sites.

- 2.5. Burnley Borough Council has established a JV with Barnfield Developments to re-develop a significant part of the Weavers Triangle now known as On the Banks. Significant progress has been made with the refurbishment of the iconic Victoria Mill and Slaters Terrace, a new public square and high quality public realm, and work is commencing on an apartment development of Sandygate. The area forms a key gateway to the Town Centre and there is potential for further complimentary development. The Canal and Rivers Trust in partnership with the Heritage Lottery are about to make a significant investment in a visitor attraction at Finsley Gate.
- 2.6. A new occupier for the iconic Victoria Mill will create a significant anchor tenant at the Northern Gateway to the Weavers Triangle and Town Centre. Due to its close proximity, it is important that the Weavers Triangle is considered alongside the Town Centre, to ensure that proposed uses are complementary and mutually beneficial.
- 2.7. Key partners within the town also have investment plans; UCLan have ambitious growth plans for student numbers in Burnley, and Burnley Football Club is planning a significant investment in its grounds and facilities adjacent to the Town Centre and there is scope to capitalise on this.
- 2.8. The success of the Town Centre is central to the Council's strategy for economic and housing growth set out in the [Proposed Submission Local Plan](#). The town centre needs to carve out a high quality retail offer and combine this with a wider leisure, cultural and social experience during the day and into the evening as well as grow its role as a business and service centre. There is a need for a comprehensive master planning approach that will allow the opportunities to be looked at holistically, identifying how each can contribute to the Vision for the Town Centre.

#### **Previous Master Planning Exercises**

- 2.9. In 2005, Burnley Borough Council, supported by the North West Development Agency (NWDA) commissioned BDP, Regeneris and King Sturge to develop a Town Centre Master Plan/Area Action Plan for Burnley Town Centre and its environs, including the Weavers Triangle that had been the subject of a previous master planning exercise. On the back of the exercise a number of developments and projects have progressed including the "On the Banks" development within the Weavers Triangle, a new £90m College/University campus on the edge of the town centre, a £4 investment in Charter Walk to create large floor plates (a key recommendation), a new rail station and Growth Deal funding has recently been secured to implement some of the transport improvements identified in the master plan.
- 2.10. The NWDA also funded a Public Realm Strategy which has subsequently been adopted as a [Supplementary Planning Document](#) providing a strategic framework to secure investment. Burnley Borough Council and Lancashire County Council have committed over £3m to a new public realm scheme along St James' Street the aim of which is to create an attractive and contemporary public space. As well as providing an attractive environment to enhance the

visitor experience, it also provides an opportunity to 'animate' the town centre with events and attractions to increase visitor 'dwell' time and in turn lead to an increased spend in the town centre.

- 2.11. A similar master planning exercise and [public realm strategy](#) were developed for the Weavers Triangle.

### **Key Opportunities**

- 2.12. University of Central Lancashire; UCLan is currently co-located with Burnley College on a £90m campus, adjacent to the town centre in the Knowledge Quarter. As stated above, the University has ambitious growth plans in student numbers. In addition to the full time students there will be a significant number of people partaking in part time courses, CPD as well as postgraduate research. This will ensure that the town can attract other investment in student accommodation, retail and leisure to meet the demands of a significant student population.
- 2.13. Burnley Football Club; Burnley Football club is situated to the South of Burnley Town Centre. The club is undertaking an options appraisal which includes stand development through to a wider masterplan to re-develop the site. Todmorden Road links the football club with the town centre and is a key gateway for visitors to the town. The masterplan should include proposals to address this area ensuring that the town centre and football club develop mutual benefits. The Club are keen to engage in the town centre Masterplan process.
- 2.14. Culture and Leisure; Burnley Borough Council would like the chosen consultants to explore options for extending the Cultural and Leisure offer in the Town Centre. The NLP Retail, Office and Leisure Study (2013) identified a lower than average A3 and A5 uses in the town centre with limited offer particularly of national branded chains. A key weakness is the current location of the borough's cinema provision on a peripheral site. There is also an appetite to test the potential for an arts and music venue able to attract larger audiences.
- 2.15. Retail; the Town Centre has a good retail offer for a town of its size and relatively low vacancy rates (5%) in the primary shopping area. The recent announcement of a 20,000sq foot Primark to open on Curzon Street in 2018 should result in an increase in footfall and an opportunity to attract other retailers. The town centre currently retains high levels of comparison shopping, however there is capacity for 35,000 sq. ft. of additional comparison goods floor space ([NLP 2013](#)) to enable the town to further improve its' retail offer. There is also opportunity for convenience retail in the core of the town centre, which is currently not provided despite there being adequate floor space in the borough.
- 2.16. In addition, the master plan should consider the future of Burnley Market. BBC is due to spend £1.8m in demolishing part of the market complex for structural reasons. Like many markets the remaining Indoor Market is experiencing reduced footfall and occupancy not helped by its first floor location. The demolition does create some opportunities for re-

configuring the upper floors of the Charter Walk complex and its interface with any future development of the Curzon Street site.

- 2.17. Town Centre Living; until recently, Burnley Town Centre had seen very little housing development. However, there has been a recent increase in interest, particularly in the conversion of older office premises (including former Council owned buildings) in the Civic and Business District. This is a key part of the Council's strategy to increase the vitality of the town centre and further options should be explored. The Council is procuring a Housing Joint Venture Partner to take forward housing opportunities on council owned land and town centre sites could be part of this portfolio.
- 2.18. One Public Estate; the shadow Lancashire Combined Authority is part in the One Public Estate (OPE) Initiative. Burnley BC has been awarded funding to work with other public sector agencies to review their respective estates and explore opportunities for co-location. This masterplan is part funded by OPE and the concept of OPE needs to be embedded into this master planning exercise to look at alternative uses for the publically owned buildings and land in Burnley Town Centre, the potential for co-location of services releasing land and property for other purposes. Many of the buildings owned by the public estate include some of the Town Centre's most notable listed buildings including the Town Hall, the former Burnley Building Society offices on Parker Lane, The Library and the Police Station and Law Courts. The masterplan needs to be developed in this context – key publically owned sites and buildings are identified in the Key sites section below (appendix B).
- 2.19. This is by no means an exhaustive list, but reflects some of our priorities for this work. We would welcome new ideas and fresh thinking based on the consultancy teams wider commercial knowledge.
- 2.20. There are a number of sites within the Town Centre and Weavers Triangle that we have identified as suitable for redevelopment. Many of them are wholly or partially in public ownership. More details are in Appendix B

### **3. Scope of services required by the Council**

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- 3.1. The key requirement is for a comprehensive, ambitious and deliverable masterplan for Burnley Town Centre and the adjoining Weavers Triangle area. The Masterplan is intended to facilitate the redevelopment and growth of the town ensuring its future as a vibrant and thriving retail, leisure and business centre supporting the borough's overall growth ambitions. The masterplan should establish a coherent set of land use and design parameters to guide the future development of the area and under pinned with an implementation plan based on sound market testing and analysis.

- 3.2. The masterplan Study Area is defined in Appendix A. It consists of a core Town Centre area (edged red) and a wider area including the Weavers Triangle, which also needs considering in the broader town centre context.
- 3.3. The masterplan should address the following:
- Build on the previous masterplan exercises, the two Public Realm SPD's and Town Centre strategy to produce a clear vision for the future to attract private and public sector investment;
  - Building on the Town Centre Strategy set out a clear Vision and spatial interpretation of the Vision;
  - Set out ambitious, but deliverable and viable proposals to increase the scope and quality of the town centre retail offer and including proposals for the town's secondary retail areas including potential alternative uses;
  - Set out ambitious proposals to introduce new leisure and cultural uses into the town centre;
  - Set out detailed proposals to accommodate UCLAN's projected growth for student's including requirements for student accommodation;
  - Ensure that urban design, public space and architecture are of the highest quality
  - Provide an analysis of key sites including the identification of new uses and market opportunities to exploit the full development potential of the sites.
  - Test the commercial reality of proposals and key projects and provide clear proposals for delivery. A written statement will be required to address costs, viability and deliverability issues, particularly for key sites.
  - Develop a set of key early win projects to a state where they are feasible and can be taken quickly to the market.
  - Explore innovative ways in which the property portfolio owned by the Council and other public sector bodies can play in delivering the vision making the most of key buildings, the potential to co-locate services and release buildings and land for re-development.
  - Building on existing reports explore ways to address issues associated with the Indoor Market and how it can be better integrated into the town centre
  - Building on previous studies identify a movement strategy including key public realm, highways and transport interventions.
  - Propose a car parking strategy to support the delivery of the master plan that seeks to rationalise current provision making improvements for visitors and freeing land for development.
- 3.4. The consultancy team will need to be multi-disciplinary bringing together urban planning, design and architectural skills with expertise and knowledge of commercial markets, viability appraisal and commercial development. The team may be from a single practice, but may equally be a consortium of consultancy teams. The lead consultant (if appropriate) and team will need to demonstrate (in their responses to the method statements):

- A clear understanding of current and emerging market trends in retail, leisure, recreation and commercial development
  - An understanding of the higher education sector and some experience in designing and delivering schemes in this sector.
  - A demonstrable track record in the above areas including the ability to understand and translate the views of a wide number of stakeholders.
  - An understanding of the OPE programme and experience in designing schemes to rationalise public estate.
  - The ability to understand the Burnley context and translate our vision into practical and deliverable options.
  - Excellent project management capabilities and if appropriate the ability to manage a range of sub-contractors.
- 3.5. Deliverables should include 10 copies of the final report in full colour, high quality format. The document should be high quality reflecting the Burnley Brand values and should be replicable and readable on-line. The report should include an executive summary, which will be provided as a separate full colour document.
- 3.6. The master plan should be prepared in such a way that it is capable of being produced as an SPD, in consultation with the Council's Planning Officers
- 3.7. Associated visuals and plans will also be made available
- 3.8. The report will, together with any supporting documents and evidence, be available in electronic version and the copyright belong to Burnley Borough Council.

## 4. Methodology and Timetable

- 4.1 We would expect consultants to outline as part of their tender and during the selection procedure their own detailed methodology for delivering and developing the master plan. The methodology will need to accommodate reports to the steering groups, consultation with wider stakeholders, option and viability appraisal.
- 4.2 We would expect the commission to be completed no later than 6 months from the award of contract. A detailed programme with key milestones should be provided in the tender submission for agreement with Burnley Borough Council following appointment

**Table 4.**

Item	Dates
Issue Tender Brief and ITT documents	6 <sup>th</sup> June

Form of Acknowledgement returned	16 <sup>th</sup> June
ITT clarification questions cut-off date	23 <sup>rd</sup> June
Deadline for return of completed ITT	3 <sup>rd</sup> July
Notification issued to Consultants invited to attend clarification meetings (if required) <sup>1</sup>	12 <sup>th</sup> July
Clarification meetings (if required)	18 <sup>th</sup> July
Evaluation of tenders	18 <sup>th</sup> July
Notification of result and appointment of successful firm	24 <sup>th</sup> July
Inception Meeting	31 <sup>st</sup> July
Interim Milestone 1; Presentation of analysis and initial options	TBA
Interim Milestone 2: Preferred Option	TBA
1 <sup>st</sup> Draft Master Plan	8 <sup>th</sup> December
Final Draft and Completed Materials	28 <sup>th</sup> Feb

## 5. Project Team

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5.1. The Consultants will work closely with the Project Steering Group including:

- Mick Cartledge, Chief Operating Officer, Burnley Borough Council
- Kate Ingram, Head of Regeneration and Planning Policy, Burnley Borough Council
- Lukman Patel, Head of Governance, Law, Property and Regulation
- Micheal Ahern, Chief Operating Officer, University of Central Lancashire
- Ebrahim Adia, Provost UCLAN Burnley Campus

## 6. Budget & Payment schedule

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6.1. Budgetary resources are limited and the Council is seeking good quality advice from appropriately experienced professionals at competitive rates. The Council anticipates that the contract value arising from this opportunity would be in a range of up to GBP100,000.

6.2. Consultant invoices will be paid on completion of the work.

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<sup>1</sup> Once tenders and supporting information is submitted, the Council may wish to hold meetings, site visits and / or interviews with any or all of the Tenderers as it considers appropriate to clarify any aspect of the Tender. Dates set out in the table above are indicative only and may be subject to change.

## 7. Tender Response

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- 7.1. Consultants will need to demonstrate a proven track record in delivering high quality outputs on time, to budget and in accordance with client expectations. The Council requires the following elements, as a minimum, to comprise the tender response. Please present all information in a clear and concise manner:

### Insurance information

- Self certification as to whether you already have or can commit to obtain the levels of insurance cover indicated below (please provide copies of certificates where possible):
  - Public Liability Insurance - £5m
  - Professional Indemnity Insurance - £5m.

### Conflict of Interest Statement

- Clear statement showing that your practice does not have any conflicts of interest.

### Method Statements

- An interpretation of the brief, including understanding of commercial market and the context
- A description of the methodology proposed to complete the work.
- The name, qualifications, relevant experience and contact details of the individual(s) who will primarily undertake this work.
- A clear timetable and work programme with confirmation of the ability to work to the milestones included in the brief. This should include the total number of days to be spent on the project, by each individual. The timetable should include a schedule of meetings for consultation and progress reviews throughout the process.
- Examples of previous relevant work completed within the last 5 years (up to 3 examples). Examples should include Town Centre Master Planning and / or projects which demonstrate experience / expertise in delivering a range of specialist services of a similar nature.

### Fee Schedule

- A fully inclusive fee breakdown. A total all-inclusive fee for the work should be provided along with a breakdown of the costs for undertaking various elements of the work. Day rates for each individual identified to complete the works as described should also be supplied. All rates to be exclusive of VAT.

### References

- The names and contact details of two referees (preferably related to the examples provided). References will only be taken up for the preferred Tenderer.

- 7.2. In addition, the Council requires the following documents to be submitted (please refer to the ITT document):



- Form of Acknowledgement
- Form of Tender.
- Certificate of Non-Collusion and Non-Cavassing.
- Certificate that the Tender is Bona Fida.

## 8. Evaluation Criteria

- 8.1. Tenders will be evaluated against quality (70%) and price (30%) criteria to establish the most economically advantageous tender. Please refer to Part 5, 6 & 7 of the ITT document for full details concerning the tender evaluation.
- 8.2. Quality is worth 70% of the overall evaluation score and will be evaluated through an analysis of the Consultants responses to the Method Statements outlined in section 7 above. Scores will be attributed to these responses by the stakeholder evaluation panel based on the methodology given in the table below.

**Table 5.**

Score	Criteria
5	<b>Excellent: Above Expectations.</b> Response clearly meets all requirements and demonstrates evidence of some added value.
4	<b>Good: Meets Expectations.</b> Response clearly meets all requirements.
3	<b>Satisfactory: Meets most Expectations.</b> Response meets all requirements but is lacking or inconsistent in a few identifiable areas.
2	<b>Weak: Below Expectations.</b> Response meets some requirements but is lacking or inconsistent in several identifiable areas.
1	<b>Poor: Well Below Expectations.</b> Response has a number of deficiencies or concerns in certain areas where the lack of detail requires the evaluator to make assumptions, or no information is provided.

*Table 2: Scoring criteria for method statements*

- 8.3. Price is worth 30% of the overall evaluation score and will be assessed through your response to the Fee Schedule requested in section 7 above.
- 8.4. The Quality and Price Formulas outlined below will be applied to determine the weighted scores for all criteria, with weighted percentages for each criteria shown in Table 6 (page 32).
- 8.5. The tender with the highest overall score will be determined as the most economically advantageous tender and will be awarded the contract. This evaluation approach will be applied to the tender response, assessments made from meetings with the Tenderers and to any relevant visits of the Tenderer's Premises as is appropriate.

**QUALITY %**

$$\left[ \frac{\text{Tender Score}}{\text{Max Score}} \times 100 \right] \times \text{Weighted percentage} / 100 = \text{Weighted Score}$$

**PRICE %**

$$\left[ 1 - \frac{\text{Tender Price} - \text{Lowest price}}{\text{Tender Price}} \right] \times \text{Weighted percentage} = \text{Weighted Score}$$

**Table 6.**

Criteria	Sub-criteria	Demonstrated by	Weighting
<b>Adequate insurance cover</b>		Self certification as to whether you already have or can commit to obtain the required insurance	<b>Pass / Fail</b>
<b>No conflict of interest declared</b>		Self certification as to whether your practice has any conflicts of interest	<b>Pass / Fail</b>
<b>Quality</b>	Interpretation of the brief	Understanding of the brief and the client's aspirations; the background to the brief; the target area, appreciation of the commercial market - current and emerging market trends in retail, leisure, recreation and commercial development; appreciation of the higher education sector; an understanding of one public estate,	<b>15</b>
	Methodology proposed	A clear overall approach to the work and an appropriate methodology to deliver the proposed outcomes;	<b>10</b>
	Identified team / staff	Suitably qualified and experienced staff identified with relevant experience of undertaking this type of work –in relation to the target markets/ sectors; ability to understand and translate the views of a wide number of stakeholders; ability to understand the Burnley context and translate our vision into practical and deliverable options; excellent project management capabilities and if appropriate the ability to manage a range of sub-contractors.	<b>15</b>
	Timetable and work programme	Ability to work to the milestones outlined in the brief, with a realistic number of days allocated to the project	<b>10</b>
	Past experience	Relevant experience and demonstrable track record of undertaking this type of work and in designing town centre schemes.	<b>10</b>
<b>Price</b>	Fees and rates	A fully inclusive fee breakdown	<b>40</b>
<b>References<sup>2</sup></b>			<b>Pass / Fail</b>
<b>Total Score Available</b>			<b>100</b>

*Table 3: Evaluation criteria and weighting*

<sup>2</sup> References will only be taken up for the preferred Tenderer. References will be subject to a Pass/Fail assessment and in the case of inadequate references being supplied, the Council will take up references for the next highest scoring Tenderer.

## 9. Instructions for Tendering

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- 9.1. In the first instance, please acknowledge receipt of the Tender Brief and Invitation to Tender (ITT) documents and confirm that you intend to submit a tender by **15:00 hours on Friday 16<sup>th</sup> June 2017**, using the '**Form of Acknowledgement**' included at Appendix 1 in the ITT document.
- 9.2. Please note that this Tender Brief is a summary version of the process by which the tender should be completed and submitted; please refer to the ITT document for comprehensive instructions.
- 9.3. Please return FOUR printed copies of all necessary documents and information that is requested. An electronic copy of the full document set must also be provided in MS Word file or PDF file format on a CD ROM. The last date and time by which the Tender submission should be returned to the Council is:

**15:00 hours on Monday 3<sup>rd</sup> July 2017**

- 9.4. Tender documentation must be sealed, addressed and returned to:

**Burnley Town Centre and Weavers Triangle Master Plan – ITT Response**

The Head of Governance, Law, Property and Regulation

Burnley Borough Council

Town Hall

Burnley

BB11 9SA

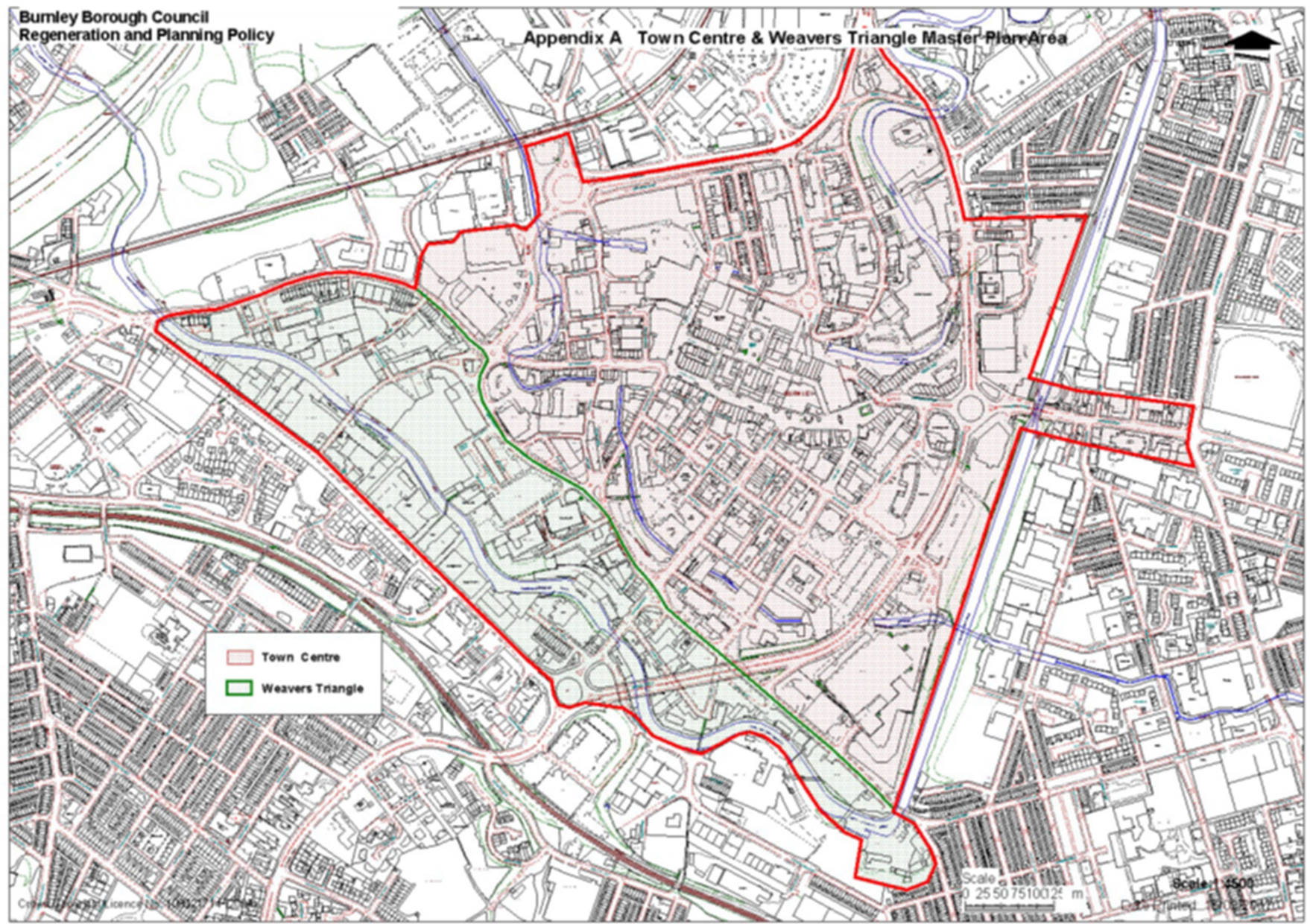
## 10. Further information

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- 10.1. Any questions concerning any aspect of this Tender Brief, ITT Document or the tender process should be directed in writing to Kate Ingram, Head of Regeneration and Planning Policy, e-mail; [kingram@burnley.gov.uk](mailto:kingram@burnley.gov.uk)



Appendix A: Town Centre and Weavers Triangle Masterplan Boundary





## Appendix B: Key Development Sites

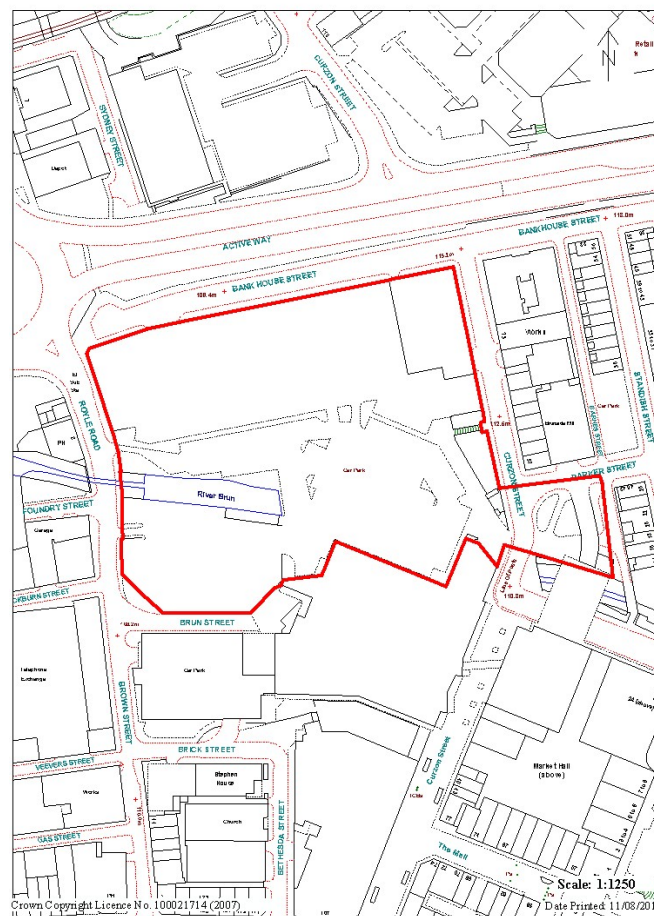
### Curzon Street

The Curzon Street site is situated at the North West corner of the Town Centre, extending to 1.52 ha and in the ownership of Burnley Borough Council. The site is identified in the Local Plan Preferred Option as suitable for a mix of retail, office and leisure uses.

The site has been the subject of a two development schemes, firstly a 220,000sq ft retail scheme which fell through in 2009 after the developer was unable to secure a prominent retailer as anchor tenant. The Council has subsequently had a development agreement for a 54000 sq ft Cinema and Leisure complex. The agreement has now lapsed.

The council still has an aspiration for a Leisure led scheme on the site, and is currently procuring a development partner to progress the scheme. The masterplan will need to address how this development will integrate with the wider town centre and should include proposals to address neighbouring sites particularly the land immediately west of the site, currently occupied as a scrap yard and the adjoining BT telephone exchange may offer longer term opportunities.

Curzon Street Site

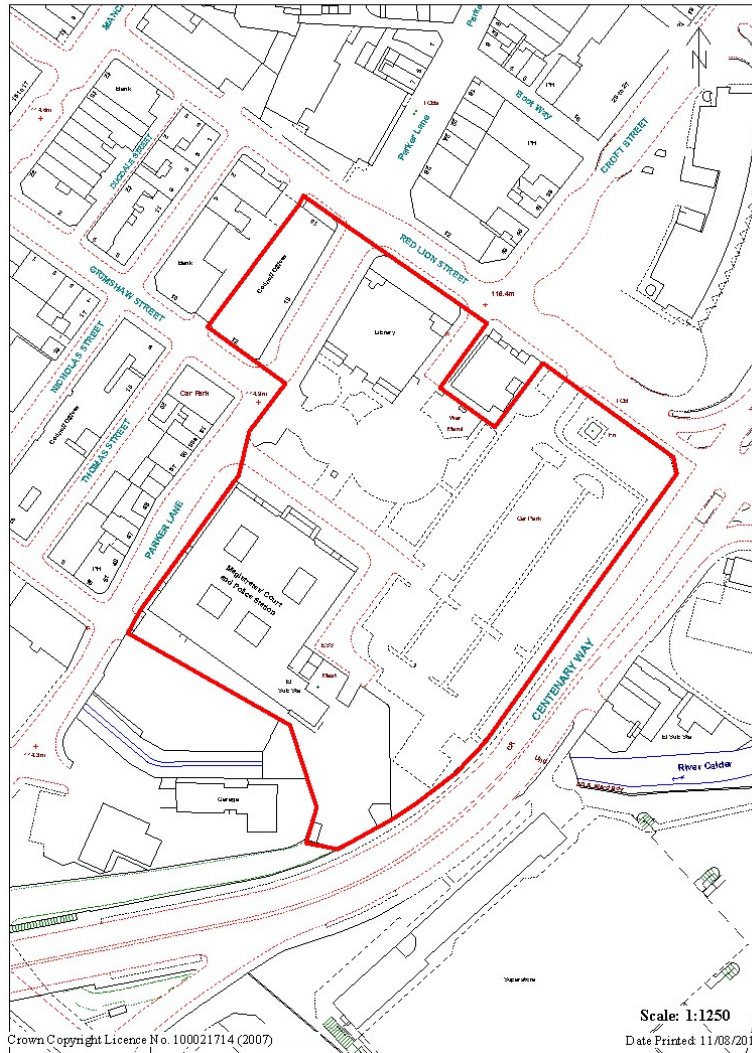


## Appendix B: Key Development Sites

### Place De Vitry

Place De Vitry is a public square situated in the town's Civic and Business Quarter. The square is bounded to the south by the former Thompson Centre site (currently laid out as a car park) which extends to 0.68ha. Place De Vitry is flanked by two prominent listed buildings accommodating the Police Station, Magistrates Court and the Library. North of Place De Vitry on Parker Lane Burnley Council owns a significant heritage property on Parker Lane,

Thompson Centre, Place de Vitry & surrounding buildings



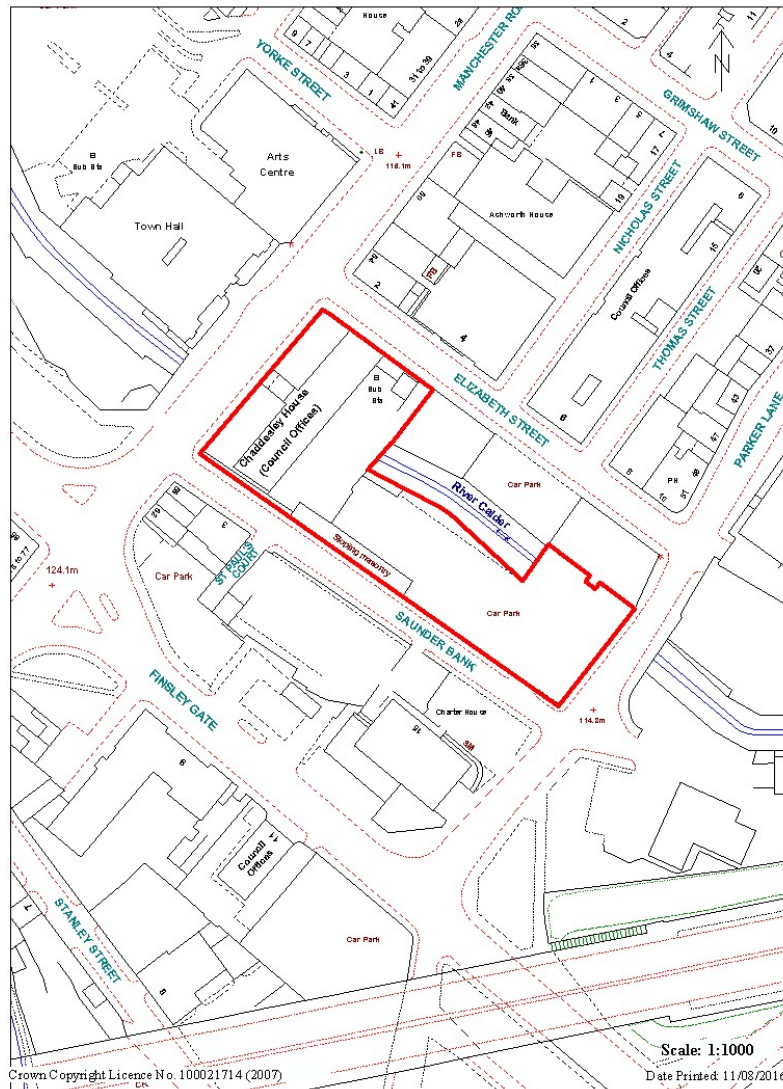
### Manchester Road

Opposite the Town Hall is Chaddersley House, owned by LCC and an adjoining car park owned by BBC on a long lease to LCC. The building has been identified as surplus to requirements. The site is constrained by the river Calder which runs through the site and a steep embankment on the western

## Appendix B: Key Development Sites

side. The building and land extend to xx ha and is on a key gateway within a short walking distance to the town centre and Manchester Road Rail Station. North of the site stands the Town Hall and Burnley Mechanics and any future development should complement these grand civic buildings.

**Chaddersley House and Car Park to rear**

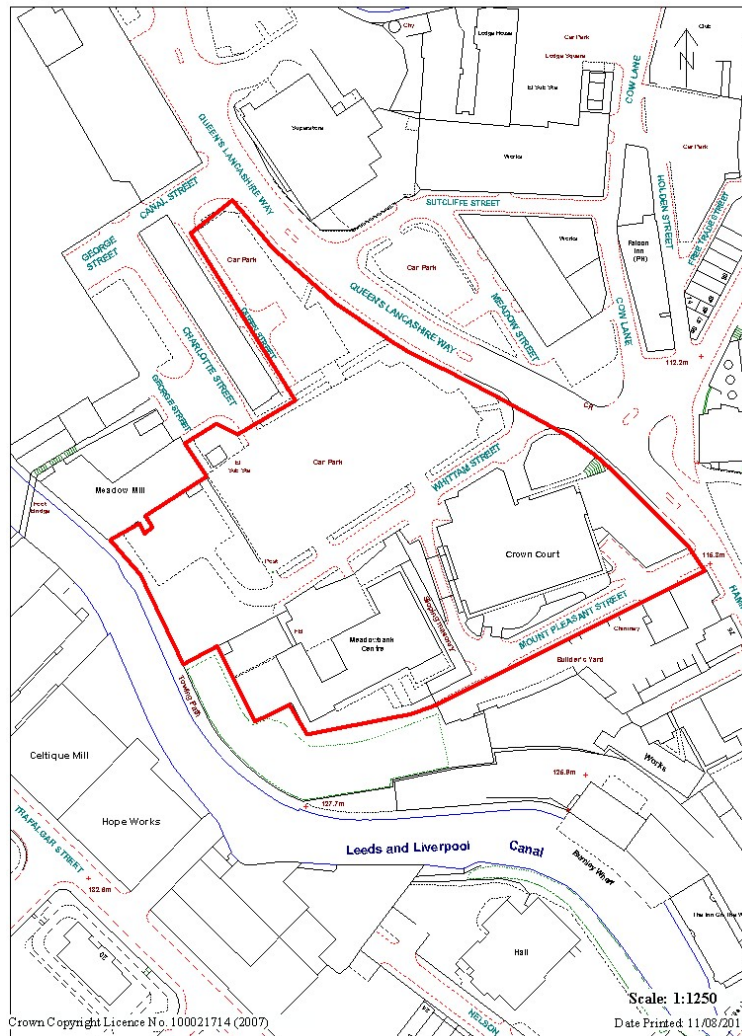


### **King Street Car Park/George Street Mill**

This site sits adjacent to the Town Centre on the edge of the Weavers Triangle. Current uses include a car park owned by BBC, the Crown Court and LCC's Youth Zone and was identified in previous master planning exercises as an area of change. Parts of the site that abut the canal bank are in private ownership, but currently unoccupied. The site is within easy reach of Manchester Road Rail Station, has access to the Canal and is a short walk from the town centre. Adjoining the site is a large canal side site (George Street Mill) in private ownership.

## Appendix B: Key Development Sites

King Street Car Park, Crown Court & LCC building



### Cow Lane and Former Empire Theatre

This sits just off St James Street, north of Hammerton Street. It is partially in use as a Council owned Pay and Display Car park. Other buildings including the Former Theatre are in private ownership. The Theatre, which is listed, is in a very dilapidated state. A feasibility study looking at future uses for the building is/has been completed and any proposals for this area should take this into consideration.

### Finsley Gate

Finsley gate is a key gateway to the Town Centre and lies alongside the Leeds Liverpool Canal. The Canal and Rivers Trust has secured Heritage Lottery Funding for a scheme to bring the former Finsley Gate Wharf back into use. Two further sites have planning permission for housing but no progress has been made in bringing them forward. The area is blighted by a mix of low quality uses, semi derelict buildings and waste land. The masterplan should consider how this area is developed and better connected with the Town Centre.