

Section II: Object of the contract

II.1) Description

II.1.1) Title attributed to the contract:

UK-EDINBURGH: FORMER ROYAL HIGH SCHOOL REDEVELOPMENT

II.1.2) Type of contract and location of works, place of delivery or of performance:

(choose one category only – works, supplies or services – which corresponds most to the specific object of your contract or purchase(s))

- | | | |
|---|--|--|
| <input checked="" type="radio"/> Works
<input type="checkbox"/> Execution
<input type="checkbox"/> Design and execution
<input type="checkbox"/> Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities | <input type="radio"/> Supplies
<input type="checkbox"/> Purchase
<input type="checkbox"/> Lease
<input type="checkbox"/> Rental
<input type="checkbox"/> Hire purchase
<input type="checkbox"/> A combination of these | <input type="radio"/> Services
Service category No:
Please see Annex C1 for service categories
In case of contracts for service categories 17 to 27 – see Annex C1 – do you agree to the publication of this notice? |
|---|--|--|

Main site or location of works, place of delivery or of performance :

UKM25

NUTS code:

II.1.3) Information about a framework agreement or a dynamic purchasing system (DPS)

- The notice involves the establishment of a framework agreement
 The notice involves contract(s) based on a dynamic purchasing system (DPS)

II.1.4) Short description of the contract or purchase(s):

The Council sought proposals for the development of a sustainable and robust business solution for the buildings at the former Royal High School in central Edinburgh. Developers were invited to submit their own proposals for the development of a non-residential solution at the premises.

II.1.5) Common procurement vocabulary (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	45211360	

II.1.6) Information about Government Procurement Agreement (GPA)

The contract is covered by the Government Procurement Agreement (GPA): yes no

II.2) Total final value of contract(s):

II.2.1) Total final value of contract(s):

	Excluding VAT	Including VAT	VAT rate (%)
Value:	<input type="radio"/>	<input type="radio"/>	at
Currency:			
or:			
Lowest offer: and	<input type="radio"/>	<input type="radio"/>	at
highest offer:			
Currency:			

Section IV: Procedure

IV.1) Type of procedure

IV.1.1) Type of procedure

- Open
 Restricted
 Accelerated restricted
 Competitive dialogue

- Negotiated with a call for competition
 Accelerated negotiated
 Negotiated without a call for competition
 Award of a contract without prior publication of a contract notice in the Official Journal of the European Union (in the cases listed in Section 2 of Annex D1)

Justification for the award of the contract without prior publication of a contract notice in the Official Journal of the European Union (OJEU): please complete Annex D1

IV.2) Award criteria

IV.2.1) Award criteria

- Lowest price
or
 The most economically advantageous tender in terms of

Criteria	Weighting
1. Skills/experience	35
2. Technical merit	35
3. Cost	30

IV.2.2) Information about electronic auction

An electronic auction has been used yes no

IV.3) Administrative information

IV.3.1) File reference number attributed by the contracting authority: *(if applicable)*

IV.3.2) Previous publication(s) concerning the same contract:

yes no

(If yes, please fill in the appropriate boxes)

Prior information notice Notice on a buyer profile
Notice number in the OJEU: of: (dd/mm/yyyy)

Contract notice Simplified contract notice on a dynamic purchasing system
Notice number in the OJEU: 2009/S 105-152024 of: 01/06/2009 (dd/mm/yyyy)

Voluntary ex ante transparency notice
Notice number in the OJEU: of: (dd/mm/yyyy)

Other previous publications (if applicable)
Notice number in the OJEU: of: (dd/mm/yyyy)

Section V: Award of contract

Contract No: Lot No: Lot title:

V.1) Date of contract award decision:

21/03/2014 (dd/mm/yyyy)

V.2) Information about offers:

Number of offers received: 2

Number of offers received by electronic means:

V.3) Name and address of economic operator in favour of whom the contract award decision has been taken

Official name: Duddingston House Properties Limited

Postal address: Duddingston House Milton Road

Town: Edinburgh

Postal code: EH15 1RB

Country: United Kingdom (UK)

Telephone:

E-mail:

Fax:

Internet address: (URL)

V.4) Information on value of contract (give figures only)

	Excluding VAT	Including VAT	VAT rate (%)
Initial estimated total value of the contract (if applicable) Value: 1200000,00 Currency: GBP	○	○	at
Total final value of the contract Value: Currency:	○	○	at
or: Lowest offer: and highest offer: Currency:	○	○	at
taken into consideration			

If annual or monthly value: (please give)

Number of years: or Number of months:

V.5) Information about subcontracting

The contract is likely to be sub-contracted yes no

(if yes, give figures only) Value or proportion of the contract likely to be sub-contracted to third parties:

Value excluding VAT: Not known:

Currency: Proportion %

Short description of the value/proportion of the contract to be sub-contracted : (if known)

----- (Use this section as many times as needed) -----

Section VI: Complementary information

VI.1) Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds yes no
(if yes) Reference to project(s) and/or programme(s):

VI.2) Additional information: (if applicable)

There are seven buildings making up the RHS campus, four of which are Grade A listed: the main school building, the original gatehouse and the two pavilions. The remaining buildings include a large building to the east of the site (c.1900) housing art rooms and the gym, and then much later additions in the 1940s, one adjacent to the gatehouse and the other to the front of the east side of the site. Missives, a Development Agreement and Lease will be entered into. The contracts are structured such that this is a contract for the disposal of a leasehold interest in land and is therefore is not subject to the EU Procurement Regime notwithstanding it was advertised. As part of the funding package the arrangements allow the developer to assign the documents to the funder and to a wholly owned subsidiary of the developer jointly, and to nominate the funder as the party to be the tenant under the lease. Duddingston House Properties Limited will guarantee its obligations under and pursuant to the Missives for payment of the price payable under those missives.

VI.3) Procedures for appeal

VI.3.1) Body responsible for appeal procedures

Official name

Postal address

Town

Postal code

Country

Telephone

E-mail

Fax

Internet address URL

Body responsible for mediation procedures (if applicable)

Official name

Postal address

Town

Postal code

Country

Telephone

E-mail

Fax

Internet address URL

VI.3.2) Lodging of appeals (please fill in heading VI.3.2 or, if need be, heading VI.3.3)

Precise information on deadline(s) for lodging appeals

CEC observed a 10 calendar day standstill period at the point that information on the award of the contract was communicated to tenderers. This period allowed unsuccessful tenderers to seek further debriefing from the contracting authority before the contract was entered into.

VI.3.3) Service from which information about the lodging of appeals may be obtained

Official name

Postal address

Town

Postal code

Country

Telephone

E-mail

Fax

Internet address *URL*

VI.4) Date of dispatch of this notice:

Annex A
Additional addresses and contact points

1.0) Address of the other contracting authority on behalf of which the contracting authority is purchasing:

Official name: _____ **National ID: (if known)** _____

Postal address:

Town:

Postal code:

Country:

..... *(Use this section as many times as needed)*

Annex C1 – General procurement
Service categories referred to in Section II: Object of the contract
Directive 2004/18/EC

Category No [1]	Subject
1	Maintenance and repair services
2	Land transport services [2], including armoured car services, and courier services, except transport of mail
3	Air transport services of passengers and freight, except transport of mail
4	Transport of mail by land [3] and by air
5	Telecommunications services
6	Financial services: a) Insurances services b) Banking and investment services [4]
7	Computer and related services
8	Research and development services [5]
9	Accounting, auditing and bookkeeping services
10	Market research and public opinion polling services
11	Management consulting services [6] and related services
12	Architectural services; engineering services and integrated engineering services; urban planning and landscape engineering services; related scientific and technical consulting services; technical testing and analysis services
13	Advertising services
14	Building-cleaning services and property management services
15	Publishing and printing services on a fee or contract basis
16	Sewage and refuse disposal services; sanitation and similar services
Category No [7]	Subject
17	Hotel and restaurant services
18	Rail transport services
19	Water transport services
20	Supporting and auxiliary transport services
21	Legal services
22	Personnel placement and supply services [8]
23	Investigation and security services, except armoured car services
24	Education and vocational education services
25	Health and social services
26	Recreational, cultural and sporting services [9]
27	Other services

1 Service categories within the meaning of Article 20 and Annex IIA to Directive 2004/18/EC.

2 Except for rail transport services covered by category 18.

3 Except for rail transport services covered by category 18.

4 Except financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, and central bank services. The following are also excluded: services involving the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property or concerning rights thereon. However, financial service contracts concluded at the same time as, before or after the contract of acquisition or rental, in whatever form, shall be subject to the Directive.

5 Except research and development services other than those where the benefits accrue exclusively to the contracting authority for its use in the conduct of its own affairs on condition that the service provided is wholly remunerated by the contracting authority.

6 Except arbitration and conciliation services.

7 Service categories within the meaning of Article 21 and Annex IIB of Directive 2004/18/EC.

8 Except employment contracts.

9 Except contracts for the acquisition, development, production or co-production of program material by broadcasters and contracts for broadcasting time.

Annex D1 – General procurement
Justification for the award of the contract without prior publication of
a contract notice in the Official Journal of the European Union (OJEU)
Directive 2004/18/EC

Please provide hereunder a justification for the award of the contract without prior publication of a contract notice in the Official Journal of the European Union. This justification must comply with the requirements of Directive 2004/18/EC.

(In terms of Directive 89/665/EEC on Remedies, the time-limit for application for review referred to in the first indent of Article 21(1)(a) of this Directive can be reduced if the notice contains a justification of the contracting authority's decision to award the contract without prior publication of a contract notice in the Official Journal of the European Union. In order to benefit from this reduced time-limit, please tick the relevant box(es) and provide the additional information below.)

1) Justification for the choice of the negotiated procedure without prior publication of a contract notice in the OJEU in accordance with Directive 2004/18/EC

No tenders or no suitable tenders in response to:

- open procedure,
- restricted procedure.

The products involved are manufactured purely for the purpose of research, experiment, study or development under the conditions stated in the Directive. (for supplies only)

The works/goods/services can be provided only by a particular tenderer for reasons that are:

- technical,
- artistic,
- connected with the protection of exclusive rights.

Extreme urgency brought about by events unforeseeable by the contracting authority and in accordance with the strict conditions stated in the Directive.

Additional works/deliveries/services are ordered under the strict conditions stated in the Directive.

New works/services, constituting a repetition of existing works/services and ordered in accordance with the strict conditions stated in the Directive.

Service contract awarded to the successful candidate or one of them after a design contest.

For supplies quoted and purchased on a commodity market.

For the purchase of supplies on particularly advantageous terms:

- from a supplier which is definitely winding up its business activities,
- from the receivers or liquidators of a bankruptcy, an arrangement with creditors or a similar procedure.

All tenders submitted in reply to an open procedure, a restricted procedure or competitive dialogue were irregular or unacceptable. Only those tenderers were included in the negotiations which have satisfied the qualitative selection criteria.

2) Other justification for the award of the contract without prior publication of a contract notice in the OJEU

The contract has as its object services listed in Annex II B to the Directive.

The contract falls outside the scope of application of the Directive.

In order to benefit from the reduced time-limit referred to above, in addition to the box(es) to be ticked above, please explain in a clear and comprehensive manner why the award of the contract without prior publication of a contract notice in the Official Journal of the European Union is lawful, by stating in any case the relevant facts and, as appropriate, the conclusions of law in accordance with Directive 2004/18/EC: (500 words maximum)

Notwithstanding that the Directive does not apply to this contract, the Contracting Authority issued a contract notice requesting contractors to submit proposals for the redevelopment of the Royal High School in Edinburgh. The successful tenderer will enter into a contract for the disposal of a leasehold interest in the property to enable the successful tenderer to develop the property in accordance with its proposals. The successful tenderer has entered into a Development Agreement and Lease which are intended to regulate the occupation of the property and to protect the contracting authority's interest. The proposed development is to be undertaken at the initiative

of the developer and is based on proposals put forward by the developer, There is no pecuniary interest passing from the contracting authority to the developer and no enforceable obligation on the developer to deliver works to the contracting authority. Therefore the contracts are structured such that this is a contract for the disposal of a leasehold interest in land and is therefore is not subject to the EU Procurement Regime notwithstanding it was advertised.



Part 5

