

AGENDA FOR CABINET



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To: All Members of Cabinet

Councillors : E O'Brien (Leader and Cabinet Member, Strategic Growth) (Chair), C Cummins (Cabinet Member, Housing Services), R Gold (Customer Service, Communications and Corporate Affairs), C Morris (Cabinet Member, Culture, Economy & Skills), A Quinn (Cabinet Member, Environment, Climate Change and Operations), L Smith (Deputy Leader and Cabinet Member, Children and Young People), T Tariq (Adult Care, Health and Public Service Reform), S Thorpe (Deputy Leader, Finance and Transformation) and S Walmsley (Cabinet Member, Communities and Inclusion)

Dear Member/Colleague

Cabinet

You are invited to attend a meeting of the Cabinet which will be held as follows:-

Date:	Friday, 27 March 2026
Place:	Council Chamber - Town Hall
Time:	2.00 pm
Briefing Facilities:	If Opposition Members and Co-opted Members require briefing on any particular item on the Agenda, the appropriate Director/Senior Officer originating the related report should be contacted.
Notes:	

AGENDA

1 APOLOGIES FOR ABSENCE

2 DECLARATIONS OF INTEREST

Members of Cabinet are asked to consider whether they have an interest in any of the matters of the Agenda and, if so, to formally declare that interest.

3 PRESTWICH VILLAGE REGENERATION PROJECT: PHASES 1B & 2 APPOINTMENT OF PRE-CONSTRUCTION SERVICES AGREEMENT CONTRACTOR PART A *(Pages 3 - 18)*

4 EXCLUSION OF PRESS AND PUBLIC

To consider passing the appropriate resolution under Section 100 (A)(4), Schedule 12(A) of the Local Government Act 1972, that the press and public be excluded from the meeting for the reason that the following business involves the disclosure of exempt information as detailed against the item.

5 PRESTWICH VILLAGE REGENERATION PROJECT: PHASE 1B & 2 APPOINTMENT OF DEMOLITION CONTRACTOR PART B *(Pages 19 - 64)*



Classification: Open	Decision Type: Key
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Report to:	Cabinet	Date: 25 March 2026
Subject:	Prestwich Village Regeneration Project: Phases 1B & 2 Appointment of Pre-Construction Services Agreement Contractor Part A	
Report of	Leader and Cabinet Member for Strategic Growth	

Summary

- 1.1 The Prestwich Village Regeneration Project will deliver a comprehensive re-development of the Prestwich Village site including the Longfield Centre. The Council has formed a Joint Venture (the JV) with Muse Places to deliver this activity. The project will deliver a new village centre and contribute to the Council's strategic aims (Bury 2030) and 'Let's Do It' Strategy.
- 1.2 Extensive progress continues to be made on the development and delivery of the project. The first phase (Phase 1A Travel Hub) remains on site with construction of the new facility still on schedule to be delivered by July 2026.
- 1.3 Work has continued at an incredibly fast pace to prepare for the delivery of the remaining development phases (Phases 1B and 2). This, as previously explained in the approved Cabinet report 3rd December 2025 is to hit three Greater Manchester Combined Authority (GMCA) milestones by end March 2026 to secure funding from the GMCA. These milestones are – a meaningful start on site of demolition works (of the Longfield Centre), submission of the planning application for the next phase and early contractor engagement.
- 1.4 Further to the approval at Cabinet on 3rd December 2025, preparation work in relation to the selection of a main contractor to enter into early engagement via a Pre-Construction Services Agreement (PCSA) has been carried out at pace. This milestone has reached a point where approval from Cabinet is required for the appointment of the PCSA contractor following a Public Contracts Regulations 2015-compliant procurement process through the Pagabo National Framework for Major Works 2020-AVP-NTW-2001 – Lot 3 (Pagabo Framework for the North) to keep the delivery of the project on track.
- 1.5 Approval at Cabinet is requested to appoint VINCI Construction UK Limited (company number 02295904) to supply PCSA provision for Phases 1B and 2 that will consist of early involvement to provide design input, buildability advice and cost information that will reduce project risks and help deliver the remaining phases efficiently. This is subject to the final Terms and Conditions and exact scope of services being agreed.

- 1.6 VINCI Construction UK Limited has waived their PCSA fee so their price to complete the required work is £0. This is not uncommon practice at a PCSA stage.
- 1.7 Subject to approval, the JV will then enter into negotiations with VINCI Construction UK Limited for the main works contract through an open-book, collaborative tender process.

Recommendation(s)

It is recommended that Cabinet:

- 2.1 Accept the tender process that was undertaken via a Public Contracts Regulations 2015 (PCR 2015) was a compliant process and approve the appointment of VINCI Construction UK Limited (company number 02295904) to supply PCSA provision for Phases 1B and 2 for a fee of £0, subject to the agreement of the contract terms and conditions and final scope of services.
- 2.2 Delegate authority to the Executive Director of Place in consultation with the Director of Law and Governance to finalise contractual arrangements. To note that the Director of Law and Governance will execute the contract in accordance with the Constitution, noting that the contract will need to be executed as a Deed under seal to ensure it is binding as there is no consideration/fee.
- 2.3 Approve for the Prestwich Regeneration LLP (the JV) to enter into negotiations with VINCI Construction UK Limited (company number 02295904) for the delivery of the main contract works through an open-book collaborative tender process.

Reasons for recommendation(s)

- 3.1 Approval of the PCSA will enable the full completion of one of the three GMCA milestones ("The JV to have selected a main contractor, agreeing the relevant PCSA") to be met before the end March 2026. This will allow the Council to secure funding to deliver the next phase of the Prestwich Village Regeneration Project.
- 3.2 Delegating authority to the Executive Director of Place in consultation with the Director of Law and Governance to finalise contractual arrangements will enable the contract to be executed without delay and within the required timeframes.
- 3.3 A PCSA utilises a two-stage procurement route where the same contractor who has been appointed to develop the design and price is usually (subject to an open-book negotiation) the appointed contractor to undertake the main works. Reasons include buildability and programme certainty, better cost certainty and risk management, faster mobilisation, single point continuity and is better value for money.

Alternative options considered and rejected

- 4.1 No alternative option of selecting the PCSA contractor has been considered as the tender process was via a framework ensuring procurement was competitive and conducted in a fair, transparent and open manner.
- 4.2 Delegation to key senior officers ensures expedient appointment of the PCSA contractor to meet GMCA timescales. As there is currently no clear alternative route to external funding for the project, other than that which is on offer from the GMCA, meeting their timescales is essential to the success of the project to secure full project delivery.
- 4.3 A new and separate tender process was considered to appoint the main works contractor, but this would likely result in less buildability due to not having had the input during design, higher risk of bids including a larger risk allowance, longer programme and weaker cost certainty. Pre-contract negotiations will also be significant that will add time onto the process and affect the wider delivery programme.

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Background

- 5.1 As part of the Council's vision for 2030, Bury Council is working collaboratively with our communities to achieve faster growth than the national average alongside lower levels of average deprivation. The 'Let's do It!' strategy focuses on building a better future for our children and young people, promoting inclusion, improving our environment, and delivering improvements in prosperity and quality of life.
- 5.2 The Prestwich Village Regeneration Project will deliver a framework for modern urban living, working and social enjoyment in Prestwich Village centre. It aims to bring forward a cohesive programme of regeneration that will see the development of a new village centre which is inclusive, sustainable, reflects the needs and aspirations of residents and delivers an attractive urban environment alongside a thriving local economy.

- 5.3 As noted in the Cabinet report of the 12th July 2023, the project has the potential to bring in significant capital investment which will help to deliver multi-faceted regeneration, economic growth, and environmental improvements in Prestwich Village.
- 5.4 To realise the vision, Cabinet approval was given on 13th October 2021 for the Council and Muse Places to legally form the Prestwich Regeneration LLP (the JV) to bring forward a multi-phase mixed use regeneration project. Under this arrangement, Muse Places operate as the developer for the project, delivering construction and development activity on behalf of the JV.
- 5.5 The Prestwich Village Regeneration Project consists of three phases:
- **Phase 1A** – Delivery of a modern Travel Hub facility consolidating parking in a single town centre location and making available land at Rectory Lane for redevelopment.
 - **Phase 1B** – Delivery of new retail units including a market hall, new leisure/community facilities, a modern new home for the Prestwich Library and new attractive public realm.
 - **Phase 2** – Delivery of 248 new homes.

Progress to Date: Phase 1A (Travel Hub)

- 5.6 Since a progress report was provided as part of the Cabinet report 3rd December 2025, significant progress continues with the construction of Phase 1A (Travel Hub), with practical completion still expected July 2026.
- 5.7 Further to approval given at Cabinet 15th October 2025 to undertake a two-stage procurement process for the appointment of an external operator for the Travel Hub, the procurement process is underway through the Crown Commercial Service Framework. Stage One (soft market testing) is complete with a level of interest from third-party operators shown and Stage Two (full competitive tender) commenced on 26th January 2026 with expected completion i.e. appointment of the operator by early – mid April 2026.
- 5.8 Approval was given at Cabinet 11th March 2026 to delegate authority to senior management to award and execute the contract once the tender process has completed. This is to ensure that the operator is in contract as soon as possible before practical completion of the Travel Hub for mobilisation in advance of its opening and for the Council to meet the procurement timescale.

Phase 1B & 2 (Commercial and Residential)

- 5.9 As already mentioned, this phase is incumbent on the JV hitting three GMCA milestones by end March 2026 which are:

1. **Planning Permission:** The Planning Application for the project should have been submitted to the Local Planning Authority for validation.
2. **Procurement:** The Bury/Muse Places Joint Venture (JV) should have selected a main contractor, agreeing the relevant Pre-Construction Services Agreement (PCSA).
3. **Demolition:** Plans for demolition activity on the site should be advanced with a meaningful start on site having commenced.

5.10 **Planning Permission** – work has been underway at an incredibly fast pace with the support of a planning consultant and architect to achieve the most efficient route to realising full planning permission which as reported in the Cabinet report 3rd December 2025 is to carry out a full EIA Planning Submission for Phases 1B and 2 combined. This is building on designs already developed and approved in full for Phase 1B and reflect any scope changes required to ensure that the project is deliverable alongside Phase 2 that currently has outline planning permission.

5.11 The submission of the planning application to the Local Planning Authority was made on 27th February 2026 following a short period of further community consultation.

5.12 **Procurement** – through the Pagabo Framework for the North, work is on track to achieve early contractor involvement through a PCSA arrangement. Post-PCSA, there will be one preferred contractor that will deliver both the main works for Phase 1B and Phase 2 to achieve efficiency and value for money.

5.13 Progress to date through the framework confirms a very satisfactory level of interest for both contracts with the evaluation process now complete. The tender report has been signed off by Bury Council's Head of Procurement that has further moved it forward to enable progression to appointment, hence the approvals being asked for in this report.

5.14 **Demolition** – all the remaining tenants in the Longfield Centre have been served notice with full vacant possession expected by no later than 7th April 2026. Vacant possession is almost complete with three tenants remaining in situ.

5.15 Cabinet approved the appointment of the demolition contractor on 11th March 2026 to enable the meaningful start of demolition to commence on site before end March 2026. The demolition of the centre will be undertaken in two phases with works complete by Summer 2026:

- Phase 1: From end March 2026 – mid May 2026.

- Phase 2: From mid-April 2026 – start June 2026.

5.16 Demolition activity on the site is permissible under the existing Planning Application granted in July 2024. All discharge of planning conditions in relation to demolition from this approval are complete.

Pre-Construction Services Agreement (PCSA)

5.17 A PCSA is a contract used in the construction industry to appoint a contractor for early input on design, buildability and costs before a formal main works contract. It provides for early contractor involvement in a two-stage process to reduce risks, refine project costs and accelerate project commencement.

5.18 Its purpose is to allow a contractor to provide advice (via a legally binding agreement for specific services), including on construction methods and sequencing for large-scale construction projects. Its scope typically covers site surveys, design development, cost planning, value engineering (if necessary) and risk identification. A PCSA spans the gap between the early stages, and the final negotiated main contract, often improving cost certainty. Entering a PCSA enables the contractor to procure surveys and minor works on behalf of the JV with full reliance on these outputs – reducing overall project risk.

Procurement Process

Pre-tender Process

5.19 Due to the demanding timescales associated with the three milestones and to demonstrate that a PCR 2015 compliant process was followed, as well as ensuring an expedient route to market was achieved, three frameworks were initially explored in November 2025 – the Pagabo Framework for the North, North West Construction Hub and Procure Partnerships.

5.20 The North West Construction Hub and Procure Partnerships were discounted in favour of the Pagabo Framework for the North as the priority is timescale. Although the former two were accessible and compliant, the latter had a shorter timeframe. All frameworks had suitable PCSA contractors on them and are PCR 2015 compliant and viable routes to market.

5.21 The Pagabo Framework for the North has a strong pool of credible contractors of a size and scale suitable for supporting a masterplan PCSA and ultimately project delivery.

5.22 An Expression of Interest was issued to the seven contractors in January 2026 and three out of the seven confirmed an intention to participate in the tender process for the PCSA works. Tender documents were then issued to the three parties on 3rd February 2026 with a tender return date of 20th February 2026. All three completed a fully compliant tender return.

Procurement Route

5.23 The main objective of the procurement route was to quickly ascertain a good price for PCSA services while ensuring a high-level degree of cost guidance on key commercial packages and an understanding of how the contractor envisages managing the PCSA in terms of:

- Development.
- Procurement and cost checking.
- Understanding of pre-contract programming.
- An outline programme indication of the post-contract construction works.

5.24 To demonstrate value for money as well as confirming that Best Value had been achieved, a quality and commercial scoring assessment was used with a 70% (Quality) / 30% (Commercial) split, respectively.

5.25 The 70% Quality criteria breakdown consisted of the areas specified in paragraph 5.19, management of stakeholder engagement and collaboration and the following Social Value aspects:

- Proposals to support training and skills.
- Specific measures to support local economic regeneration.
- Specific measures in terms of local spend and local labour.

5.26 The 30% Commercial element covered:

- The PCSA fee and if applicable when this would be paid.
- An overview of contractor insurances to ensure an appropriate level proportionate to the value of works.
- Confirmation of the OH&P percentages in alignment with the framework rates.
- Some cost certainty elements linked to the residential units.

5.27 Other items were also tested or asked for that included team organograms, approach to design management processes, compliance with building regulations, copy of the pre-contract programme, supply chain, approach to procurement and delivery of services.

5.28 To achieve a strong level of competition, a single stage competitive tender was carried out with the three contractors that resulted in three compliant tender returns being submitted.

6.0 Evaluation

6.1 Following tender evaluation, tender adjudication and a moderation session, VINCI Construction UK Limited were the ***Most Economically Advantageous Tender*** achieving the highest score against the tender criteria. They were joint first with another contractor on the Commercial element scoring a full 30% and scored the highest in the Quality section achieving 67.90% out of 70%. Second place was 65.80% and third place scored 59.22%.

The total scores were ranked 97.90% (first), 94.00% (second) and 89.22% (third).

VINCI Construction UK Limited has (as did the other two contractors) waived their PCSA fee as part of their competitive tender which is not uncommon where contractors are bidding to provide early engagement services on a strategically significant project. This approach demonstrates their commitment to the project while also strengthening their competitive position for any subsequent main works tender. The waiver does not predetermine the outcome of the main contract award. The price to complete the required work is £0.

VINCI Construction UK Limited submitted a fully compliant and well-ordered tender and followed tender instructions properly.

The requesting information through the tender process resulted in a diligent submission and ensured that the key parameters of the PCSA services were sufficiently addressed but balancing that with making sure that identifying the preferred contractor would not stray beyond the end of March 2026. The scoring criteria in the tender document was targeted at receiving focussed responses as opposed to strong broad and generic proposals.

The Part B report contains a copy of the full tender analysis and report which is commercial sensitive and is restricted under Schedule 12A of the Local Government Act 1972.

6.7 To demonstrate good governance, a voluntary standstill period before award will be applied. This will provide a minimum 10-day pause between the final award decision and signing the contract ensuring transparency and fairness.

Post-PCSA

6.1 Next steps post standstill to include:

- Agreeing terms and conditions of the PCSA including exact PCSA scope and scope in terms of what is needed from a main works contractor.
- Confirmation of required competencies – CDM 2015 and the Building Safety Act.
- Agree proposed commencement of services i.e. RIBA Stage 3.
- Execute the PCSA.

- 6.2 Upon completion of the PCSA, the JV will enter into negotiations with the VINCI Construction UK Limited the delivery of the main contract works through an open-book, collaborative tender process.
- 6.3 The above will appoint VINCI Construction UK Limited to ensure:
- Buildability.
 - Programme certainty.
 - A better cost certainty.
 - Better risk management.
 - Faster mobilisation.
 - Single point continuity
 - Better value for money.
- 6.4 During this stage, VINCI Construction UK Limited will utilise the more developed design, prepared in collaboration with the JV's professional team, to procure competitive quotations from specialist subcontractors across each work package. Again, this process aims to ensure cost certainty and demonstrable value for money.
- 6.5 Following completion of the subcontractor pricing exercise, the JV and VINCI Construction UK Limited will undertake a negotiation process to agree the final contract sum for the main works. While VINCI Construction UK Limited has been selected (subject to approval) through the PCR 2015 compliant mini competition undertaken via the Pagabo Framework for the North, this does not guarantee appointment to the main works contract.
- 6.6 Should agreement on the contract sum not be reached, the JV reserves the right to procure the works through an alternative tendering route. However, this could result in a delay in meeting delivery timescales of Phase 1B and Phase 2.

Social Value

- 7.1 The project has a Social Value Vision Statement that quantifies the overall Social Value that it has the potential to bring to the local community in terms of new jobs and additional local spend, as well as the broader social, economic and environmental value benefits. This was previously established alongside Bury Council's Social Value Strategy to identify priorities.
- 7.2 There will also be a Prestwich Village Construction Social Value Action Plan (as there is for Phase 1A) that covers the expected outcomes, measures, associated monetary values and delivery mechanisms to ensure that all construction phases meet their stated objectives. Such outcomes and associated targets will be discussed with the selected contractor and form each action plan that will be part of the contract and regularly monitored.

7.3 Both documents will be in line with the Council's Social Value Strategy.

Links with the Corporate Priorities:

8.1 The redevelopment of Prestwich Village supports delivery of the 'Let's Do It!' strategy and the four principles that underpin it as they all have a correlation to how the Council will design the future of our towns:

8.2 Local Neighbourhoods: The delivery of the project will support the Council fulfil the aims of the neighbourhood delivery model, making the borough a safe place to live, putting the borough on track for carbon neutrality and building houses that are homes.

8.3 In summary, the project will:

- Provide a new community hub that will re-provide a modern-day library, adult learning provision, community space and health related services which will be a true connection to the community and integrated public service teams in the village centre.
- Build new homes will endeavour to meet the eco-homes standard and be high quality, carbon neutral and affordable.
- Promote active travel – provision of a travel hub and walking and cycling routes that will connect people with local amenities. Design a new village centre that will include 'secure by design' principles to allow people to feel safe and secure.

8.4 Enterprise to drive economic growth and inclusion: The project will:

- Create more flexible and innovative/digital workspaces for local entrepreneurs to grow.
- Modern retail space to encourage more new and independent businesses to open and remain in Prestwich.
- Invest in the physical infrastructure and work with key stakeholders such as Transport for Greater Manchester to enable local people to access employment and training opportunities to contribute to the growth of the local economy.

8.5 Delivering Together: The project will:

- Make sure that everyone's voice is heard via community engagement/consultation at various stages of the development of the project and through a variety of media platforms, including a dedicated website.

- Develop new buildings which will promote the use of them as community assets i.e. community hub, market hall and public realm which will in turn, support community involvement and organisations and connect people to them.
- Provide the opportunity to drive digital inclusion using the latest technology in the new buildings.
- Provide better transport connectivity through its design and involvement of the Active Travel agenda.

8.6 A Strength-Based Approach: The project will:

- Promote community wealth building and community capacity as community groups have and will continue to be encouraged to be part of the community engagement/consultation processes.
- Build on previous links to development the project that have been made with Bury VCFA.
- Provide flexible community space in the community hub and outdoor space for events that will promote community inclusion within the village.
- Recognise the importance of population health due to the likely relocation of the existing NHS services into the community hub building, as well as providing the opportunity to increase health provision in the village.

Equality Impact and Considerations:

9.1 A full Equality Impact Assessment was completed by a third party as part of planning permission for the Prestwich Regeneration project. This identified some potential temporary negative impacts with mitigations during the demolition and construction phase resulting in reduced or eliminated negative impacts during this phase.

9.2 There are no outstanding equalities concerns or considerations at this stage.

Environmental Impact and Considerations:

10.1 One of the project's objectives is to deliver a sustainable development. As noted in the report to the 12th July 2023 Cabinet, delivering sustainable developments is now a primary goal for the Prestwich Regeneration LLP. It has adopted Muse Places' Sustainability Strategy which includes a Sustainable Development Brief and Sustainable Action Plan which will be utilised on the project – both making up the Sustainable Development Strategy.

10.2 The Planning and Regeneration Statement submitted as part of the hybrid planning application provides summary detail on the environmental impact of the project, including carbon emissions and biodiversity. It states that:

“The project will be low and net zero carbon by design – sustainability and carbon reduction are fundamental to the proposals. Proposed measures include new energy and water efficient buildings to minimise carbon in operation, the use of sustainable building materials to reduce upfront embodied carbon, photovoltaic panels and air source heat pumps.”

“The proposals for Prestwich Village will secure a significant increase in biodiversity when compared with what is on the site at the moment. The proposals will uplift biodiversity by more than 40%. This will be supported by significant levels of new tree planting, open spaces and public spaces where people and nature can thrive.”

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
<p>Financial – the Council are yet to receive a Grant Funding Agreement (GFA) to secure the required funds from the GMCA.</p> <p>The Council have been given comfort at a senior level by the GMCA that funds will be assigned following the completion of the three milestones and for the purposes of this report, a start on site of demolition.</p> <p>Council monies previously committed as underwrite costs remain considered ‘<i>at risk</i>’ until the GFA is complete. Should the GMCA funds not be made available, the cost will fall on Bury Council in its entirety.</p>	<p>The delivery plan for the milestones is on track and will be achieved in the timescale scheduled by GMCA.</p> <p>Collaborative activity between the JV and Council officers is on-going at pace with regular reporting to the GMCA who is fully sighted on progress and have no concerns.</p> <p>The Good Growth Fund has already publicly announced an allocation of £6.8m and a further £35m to the project with significant comfort to Bury Council and the Prestwich JV from the GMCA in terms of overall funding availability.</p> <p>Cabinet gave approval 3rd December 2025 for the underwriting of costs to enable the milestones to be met to secure the funding.</p>
<p>Financial – the cost of the PCSA service exceeds the approved cost underwrite figure as approved in the Cabinet report 3rd December 2025.</p>	<p>The preferred PCSA contractor sum is £0.</p>
<p>Governance – risk of challenge from other bidders post completion of tender process.</p>	<p>Use of a nationally recognised and established framework.</p>

Risk / opportunity	Mitigation
	<p>The procurement exercise has been conducted in accordance with the requirements of the framework.</p> <p>The inclusion of a voluntary standstill period.</p>
<p>Delivery – the final contract sum for the main works cannot be agreed with VINCI Construction UK Limited.</p>	<p>Another tender process will need to be undertaken. A PCR 2015 compliant framework will be selected based on expediency to reduce any delay as much as possible.</p>
<p>Delivery– site conditions, including unforeseen conditions resulting in cost increases.</p>	<p>Site investigations, appropriate cost planning and contractor engagement, form of contract, warranties etc.</p>
<p>Delivery– supplier risk i.e. availability of specialist contractors.</p>	<p>Effective procurement strategy and robust contractual arrangements including due diligence.</p>
<p>Permissions – delay in discharging pre-commencement planning conditions (demolition) that effect a start on site.</p>	<p>Regular meetings pre-contract have taken place to ensure timescales are met.</p> <p>The application to discharge the conditions linked to demolition (under the full planning permission previously granted for Phase 1B) has been made and all conditions have been discharged.</p>

Procurement Implications:

11.1 The procurement exercise has been conducted in accordance with the requirements of the framework, elements of the process may still be open to perception-based challenges around robustness, transparency, and/or the application of evaluation criteria. To reduce the risk of a legal challenge and demonstrate good governance, it's highly recommended to apply a voluntary standstill period before award.

Legal Implications:

12.1 *As a contracting authority, the Council is required to adhere to relevant procurement law in procuring goods, works and services, in addition to following its own Contract Procedure Rules. Both the Procurement Act 2023, and its predecessor the Public Contract Regulations 2015 provide for the utilisation of a Framework as a compliant route to market.*

12.2 *Pagabo Framework for the North was published in November 2021 and is therefore governed by the Public Contract Regulations 2015. The award that the Council now seeks to make to VINCI Construction UK Limited has followed a compliant route to procuring of these works.*

12.3 *The PCSA with VINCI Construction UK Limited will need to be executed as a Deed under seal. Whilst it is possible for the parties to enter into a PCSA where the contractor's fee is £0 and there is therefore no consideration, under English law a contract requires offer, acceptance, consideration and the intention to create legal relations. Where the fee is £0, the parties need to ensure that some form of consideration still exists – even if nominal – unless the contract is executed as a Deed (which does not require consideration).*

12.4 *There will be further updating reports to cabinet as this development scheme proceeds approvals will be required to approve final contract award and funding implications.*

Financial Implications:

13.1 There is no initial cost relating to the award of the PCSA, however, as outlined in the report, the JV and Vinci will undertake a negotiation process to agree the final contract sum for the main works. Cabinet will be asked to approve the final contract award and funding assumptions and implications.

Appendices:

Appendix 1 (PART B) Prestwich PCSA Tender Report.

Background papers:

- Prestwich Regeneration – Joint Venture (Parts A and B) October 2021.
- Prestwich Village Regeneration – Progress Update and Draft Development Plan July 2023.
- Prestwich Village Regeneration Scheme: Delivery of Phase 1A (Travel Hub) – Legal Structure and Funding Approval (Parts A and B) July 2024.
- Prestwich Village Regeneration Scheme: Phase 1B and 2 Development Strategy December 2025.

Please include a glossary of terms, abbreviations and acronyms used in this report.

Term	Meaning
Prestwich Regeneration LLP (JV)	The Joint Venture company that comprises of Bury Council and Muse Places Ltd that has been established to deliver the Prestwich Village Regeneration Project.

Term	Meaning
GMCA	Greater Manchester Combined Authority – made up of the ten Greater Manchester councils and the Mayor who work with local services, businesses, communities and other partners to improve the city region.
PCR 2015	The Public Contracts Regulations 2015 is the primary legislation governing public sector procurement in the UK for contracts above certain thresholds, ensuring processes are fair, transparent and competitive.
Expression of Interest	A formal document used in procurement to express interest in a project. It acts as a preliminary/pre-qualification step before a full proposal is requested.
PCSA	Pre-Construction Services Agreement – a contract that allows for the appointment of a contractor to undertake pre-construction services in advance of the main Building Contract.
VP	Vacant possession – when a property is delivered empty of people and possessions by an agreed date.
EIA	Environmental Impact Assessment – this is a mandatory procedure for large-scale development projects likely to have environmental effects. An Environmental Statement is submitted with the planning application.
OH&P	Overhead and Profit – a standard formula in construction contracts added to direct project costs to cover indirect expenses and contractor earnings.
Organogram	An organisational chart.
CDM 2015	The Construction Design and Management Regulations 2015 set out the legal framework for managing health, safety and welfare on construction projects.
RIBA Stage 3	Spatial Co-ordination phase where a project's design progresses from concept to fully co-ordinated and spatially resolved.

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of the Local Government Act 1972.

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