

**Restoration and refurbishment of  
Jersey Opera House, Gloucester Street, St Helier, Jersey  
JE2 3QR**

**Procurement of the Main Contractor**

**Prior Information Document**

**28 April 2023**

*Document prepared by HLG Associates Limited, working with Colin Smith Partnership,  
For and on behalf of Government of Jersey | Department for the Economy*

## Overview

The Government of Jersey (the “**Employer**”) is launching the competitive procurement process (the “**Procurement**”) to identify and appoint the main contractor (the “**Contractor**”) that shall deliver the detailed design and refurbishment, renovation and restoration works (the “**Works**”) required to be undertaken to the Jersey Opera House (the “**Property**”) in order to safely re-open the Property for use by Islanders and visitors in the future.

## About this document

This document provides those organisations that may be interested in taking part in the Procurement with relevant information to help inform their decision to take part in the Procurement. This document IS NOT an invitation to tender. Details of how to access to the Stage 1 Invitation to Tender can be found elsewhere in this document.

*(The Employer reserves it's rights to amend the content of this, or any other document that forms a part of the Procurement, at any time during the Procurement).*

## About the project

The Property is located in St Helier with its front elevation on Gloucester Street and side entrance in Seaton Place. It was first opened in 1900 and constructed on the site of a previous theatre house. Over the last 120 years it has undergone a number of refurbishments, the last of which was completed in 2000 following the purchase of the building by the Government.

The building is Grade II listed which comprises the theatre (which has a seating capacity of 625) and the front of house, including bars and a café, the theatre auditorium and stage, studios, backstage and several dressing rooms.

The restoration and refurbishment of the Property forms a core part of the Government's Common Strategic Policy 2023 to 2026, the 2023 Government Plan, and the Ministerial Plan for the Minister for Economic Development, Tourism, Sport and Culture; all of which form the Government Programme.

Click here to access the [Government Programme](#).

## About the Works

The works are to upgrade the existing facilities and refurbish a number of areas of the building. The works required are to the existing building services installation (lighting, security items, air conditioning, fire alarms, power and communications), improvements for disabled access, upgrade to the fire strategy, replacement of the existing Gloucester Street conservatory, repairs and improvements to the external fabric and roof, repairs and restoration of the ornamental plasterwork, ceilings and walls of the main auditorium, structural repairs and improvements in some areas, improvements to the existing dewatering and damp proofing to the ground and lower ground floors, redecoration to the walls, floors and ceilings throughout and additional and alteration to the existing fabric, furniture and equipment installations.

The Works may comprise (but not be limited to) some or all of the following:

- Enabling Works
  - Removal / set aside / storage of existing seating.
  - Remove / dispose carpets and flooring to auditorium.
  - Internal scaffolding birdcage to auditorium.
  - Testing / inspection of fibrous plaster.
  - Inspection / testing works to support Stage 2 of Procurement.
- Works
  - Refurbishment of existing seating to auditorium.
  - Removal / reinstatement of existing internal finishes (part).
  - Removal / replacement of existing building services installations.
  - Installation of new building services installations.
  - Upgrade of existing fire safety and security installations.
  - Reinstatement of finishes.
  - Reinstatement of existing seating to auditorium.
  - General structural repairs and upgrades.
  - Waterproofing repairs and upgrades.
  - External façade treatment and upgrades.

The Employer has successfully applied for, and received, Planning Consent for the Works.

Click here to access the approved [Planning Consent](#).

*(The Employer reserves it's rights to amend the scope of the Works at any time).*

### **About the Procurement**

The Procurement shall comprise two stages:

- Stage 1 is open to any and all organisations that have signed and returned to the Employer a Confidentiality Undertaking. Tenderers will be invited to provide a technical and commercial response (the “**Stage 1 Tender Response**”) that will include both a fixed price element for the Enabling Works, as well as responses to the technical and commercial award criteria. Those compliant Stage 1 Tender Responses received by the Employer at the Stage 1 Tender Response Deadline will be evaluated by the Employer, and the two highest-scoring overall Stage 1 Tender Responses will be appointed as the ‘preferred’ and ‘reserve’ tenderers respectively for the Stage 2 of the Procurement.
- Stage 2 will see: a) the preferred tenderer deliver the Enabling Works; and: b) the Employer and their appointed advisors work with the preferred tenderer to agree a fixed lump sum price for the Works. In the event that the Employer and the preferred tenderer are not able to agree a fixed lump sum price for the Works by the deadline for the conclusion of the Stage 2 of the Procurement, then the Employer shall instead

provide the reserve tenderer with the opportunity to agree to the Employer's fixed price to deliver the Works.

In submitting a Stage 1 Tender Response, tenderers will be required to agree to the Employer's proposed terms and conditions for: a) the Procurement; b) the pre-construction services agreement applicable to the Enabling Works and the Stage 2 of the Procurement; and: c) the remainder of the Works. These terms and conditions, and all other documents relevant to the Procurement, will be made available in the Stage 1 Invitation to Tender document.

It is presently envisaged that:

- the Enabling Works shall be completed by the 'preferred' tenderer during the Stage 2 period of the Procurement; and
- the Works shall commence following the appointment of the Contractor in October 2023, and be completed by no later than 30 September 2024.

*(The Employer reserves its rights to amend the processes and procedures relevant to the Procurement, including the dates of any or all of the activities, at any time during the Procurement).*

### **Award process**

The Works are a 'major project' as defined in the Public Finances Law. Accordingly, the Procurement shall be administered to accord with the procedures and requirements set out for Sourcing Route 4 in the Employer's 'Procurement Best Practice and Procedures Guide: User Guide & Toolkit' (December 2022), as published on the Employer's website, [www.gov.je](http://www.gov.je). All Activity relating to the Procurement shall be administered via the Employer's eTendering portal (the "Portal").

Any award arising from the Procurement shall be made on the basis of the most economically advantageous tender, when assessed against the range of technical and commercial criteria described in the Stage 1 Invitation to Tender. These criteria shall include:

- the past experience of the organisation, including working on the restoration of listed buildings,
- their proposed management and delivery teams for the Works,
- their proposed programme and method statement for the delivery of both the Enabling Works and the Works,
- their approach to the Stage 2 of the Procurement, including their input to the Employer's emerging design and agreement of a fixed lump-sum price for the Works,
- their proposals for the management of the environmental risks associated with the Works, including (but not limited to) construction activities both on and off site,
- their proposed approach to the management of health, safety and welfare risks associated with the Enabling Works and the Works,
- how the tenderer will use the Works to deliver social value impact on behalf of the Employer,
- the tenderer's prices and rates for the Enabling Works and the Works, and

- the tenderer's agreement to the terms and conditions prepared by the Employer for the Procurement, the Enabling Works and the Works.

### **Management of the design of the Works**

The Employer shall provide and complete the design of the Enabling Works and the Works to RIBA Plan of Work (2022 Edition) Stage 4b, and shall have obtained both the Planning Consent (required under the Planning and Building Law (Jersey) 2002) and Building Permissions (required under the Building Bye-laws (Jersey) 2007). The Contractor will be responsible for the design activities required during RIBA Plan of Work Stages 5 to 7 inclusive. The Employer shall retain the services of its appointed designers to provide technical assurance and advisory services. Accordingly, the Contractor will be required to source their own designers (which shall provide technical coordination and production design services, and which may be informed by the Contractor's appointed suppliers).

### **Indicative Timetable for the Procurement\***

<b>Activity</b>	<b>Date / Period</b>
Publish of this Prior Information Notice (PIN) ( <i>Procurement Starts</i> )	Friday 28 April 2023
Date when the Employer will publish the Stage 1 Invitation to Tender documents via the Portal	Monday 15 May 2023
Period for organisations to prepare their Stage 1 Tender Response	6 weeks
( <i>Latest date for requesting access via the Portal to Stage 1 Invitation to Tender documents, 12:00 pm BST on</i>	<i>Monday 12 June 2023</i> )
<b>Stage 1 Tender Response Deadline, 12.00 pm BST on</b>	<b>Monday 26 June 2023</b>
Employer assesses compliant Stage 1 Tender Responses received	4 weeks
Employer announces outcome of Stage 1 of the Procurement (appoints preferred and reserve tenderers), by	July 2023
Publication of Stage 2 Invitation to Tender documents / Enabling Works start	July 2023
Period for Stage 2 of the Procurement (and the Enabling Works)	10 weeks
Date by when the Employer and the preferred tenderer shall have agreed the fixed lump sum price for the Works ( <i>Procurement ends</i> ) / Enabling Works completed by	October 2023
Works commence	October 2023
Works to be completed by	30 September 2024

(all dates are subject to change by and at the discretion of the Employer)

### **How to access the Stage 1 Invitation to Tender**

Stage 1 Invitation to Tender shall be published via the Portal from 15 May 2023.

Organisations that are interested in accessing the Stage 1 Invitation to Tender shall:

- goto [www.channelislandtenders.com](http://www.channelislandtenders.com), and register to use the Portal;
- log-on to the Portal, and search 'Current Opportunities' to find the relevant opportunity;
- register for the relevant opportunity;
- download, complete, sign, scan and return a copy of the Confidentiality Undertaking provided via the Portal.

All organisations that sign and return a completed Confidentiality Undertaking without any amendment of the terms and conditions therein may be given access to the Stage 1 Invitation to Tender.

All requests to access the Stage 1 Invitation to Tender shall be made via the Portal by no later than two weeks before the Stage 1 Tender Response Deadline (i.e., by no later than **12.00 pm BST on Monday 12 June 2023**).

#### **Further information**

Any and all requests for further information about the Procurement and the Works shall be submitted via the Portal. The Employer and its advisors shall not respond to any direct requests for information or further comment.

#### **Disclaimers**

This document has been assembled by HLG Associates Limited (**HLG**) working with Colin Smith Partnership and acting for and on behalf of the Employer, and using the information provided to HLG by the Employer and the Employer's design team.

Any disclaimers or limitations in this document (whether appearing under the heading of Disclaimer or otherwise) shall apply to and be for the benefit of the Employer, its advisers and/or representatives acting on behalf of the Employer and shall continue to apply to and be enforceable by the Employer.

The information in this document is intended for information only. This document does not purport to be comprehensive, all-inclusive or to contain all of the information that a Tenderer may require to complete their document.

Words such as "anticipate", "expects", "projects", "intends", "plans", "believes", "will", and terms with similar meaning, indicate the present expectation held by the Employer of future events, which are subject to a number of factors and uncertainties that could cause the Employer's requirements to differ from those described in this document. If the Employer's requirements change at any time during this procurement process, Tenderers will be notified as soon as is reasonably practicable.

Any organisation considering responding to this document shall conduct their own due diligence and shall seek their own professional, financial, legal and other advice as appropriate. Neither this document, nor any of the Information (as defined below), shall be regarded as an investment recommendation made by the Employer or by any of its advisers or representatives acting on behalf of the Employer.

Neither the Employer, nor any of its advisers or representatives acting on the Employer's behalf:

- accept any liability for the information, any statement, opinion and/or conclusion contained in this document (including all supporting documentation) or for any document, oral or other communication transmitted or otherwise made available to any Tenderer in connection with this procurement process ("**Information**");
- give any representation or warranty, express or implied, in relation to any of the Information and/or concerning the fairness, accuracy, adequacy or completeness of any of the Information; or
- shall be liable for any loss or damage arising as a result of reliance on the Information.

The Employer reserves the right to:

- waive any requirements of this procurement process (to the extent permitted by law);
- request additional information or clarification from Tenderers in relation to any aspect of their response to the document;
- disqualify any Tenderer that (i) does not meet the minimum requirements set out in this document or (ii) submits a response to this document which is not in accordance with the Employer's instructions as set out in this document and any such instructions may be supplemented by the Employer from time to time;
- withdraw this document or any part of or the whole of this procurement process at any time or to re-invite responses on the same or any alternative basis;
- not award the whole of or a part of the Contract as a result of this procurement process; or
- make whatever changes it sees fit to the timetable, structure and/or content of the procurement process for any reason.

The Employer reserves the right to reject or disqualify a Tenderer where:

- the response to the document is submitted late, is completed incorrectly, is incomplete or fails to meet the Employer's requirements which have been notified to Tenderer's;
- there is a change in identity, control, financial standing or other materially adverse change affecting the Tenderer which in the reasonable opinion of the Employer would have an adverse impact on the procurement process or the ability of the Tenderer to perform the Contract; and/or
- there is an actual or potential commercial, professional, financial or other conflict of interest arising including one between the interests of the Employer and the Tenderer, any sub-contractor of the Tenderer or any of their respective professional advisers.

All Tenderers are solely responsible for all their costs and expenses incurred in connection with this procurement exercise at all stages of the procurement process. Under no circumstances will the Employer, or any of its advisers or representatives acting on its behalf, be liable for any costs or expenses borne by or on behalf of the Tenderer or any party associated with this procurement exercise.

The Employer may at its sole discretion be required to disclose any information submitted by Tenderers as part of their response to this document. The submission of a response by a

Tenderer to this document using the Form of Tender will be deemed to imply acceptance by the Tenderer of the terms and conditions (including the Disclaimers) in this document without qualification.

[End.