

United Kingdom-Chelmsford: Architectural, construction, engineering and inspection services

OJ S 124/2015 01/07/2015

Contract notice

Services

Directive 2004/18/EC**Section I: Contracting authority**

I.1. Name and addresses

Official name: The Police and Crime Commissioner for Essex

Postal address: 3 Hoffmans Way, Essex

Town: Chelmsford

Postal code: CM1 1GU

Country: United Kingdom

For the attention of: Candace Bloomfield

E-mail: candace.bloomfield@kent.pnn.police.uk**Additional information can be obtained from:**

the abovementioned address

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from:

the abovementioned address

Tenders or requests to participate must be submitted: the abovementioned address**I.2. Type of the contracting authority**

Body governed by public law

I.3. Main activity

Public order and safety

I.4. Contract award on behalf of other contracting authorities

The contracting authority is purchasing on behalf of other contracting authorities: yes

Official name: The Kent Police and Crime Commissioner

Postal address: 1st Floor Gail House, Lower Stone Street

Town: Maidstone

Postal code: ME15 6NB

Country: United Kingdom

Section II: Object of the contract

II.1. Description**II.1.1. Title attributed to the contract by the contracting authority**

Framework Agreement for the Provision of Property Consultancy Services.

II.1.2. Type of contract and place of performance or delivery

Services

Service category No 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

Main site or place of performance: South East.

NUTS code UKJ4 Kent,UKH3 Essex

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

The procurement involves the establishment of a framework agreement

II.1.4. Information about framework agreement

Framework agreement with a single operator

Duration of the framework agreement

Duration in months: 36

Estimated total value of purchases for the entire duration of the framework agreement

Estimated value excluding VAT:

Range: between 8 000 000 and 20 000 000 GBP

II.1.5. Short description of the contract or purchase(s)

This OJEU contract notice is giving notice of the procurement of a framework agreement.

The Police and Crime Commissioner for Essex (the 'Contracting Authority') intends to use the open procedure of the Public Contracts Regulations 2015 to procure a framework agreement ('the Framework Agreement').

The Contracting Authority intends to procure the Contract for its own benefit and for the benefit of the Kent Police and Crime Commissioner (together the 'Participating Authorities') to whom it works with closely to procure certain services.

The Framework will be split into four (4) work-streams and the Participating Authorities will then call-off for services under these:

1. To advise on the delivery and procurement of a new Headquarters for Essex Police;
2. To provide independent advice on a case by case basis on future estates, construction and quantity surveyor queries;
3. Provide and run projects on behalf of the relevant Participating Authority;
4. To provide building condition surveys and associated services.

The framework will be with a single supplier and the Contracting Authority expects the provider to be able to provide all these services themselves or through appropriate sub-contracting or consortium arrangements.

It is anticipated that the Contract will cover a wide range of services (the 'Services') including without limitation the following:

- Project management services,
- Building engineering services,
- H&S/Statutory compliance,
- architects/architectural services,
- Structural engineers,
- Geotechnical engineers,
- Highway engineers/traffic engineering,
- Quantity surveyors,
- Arboricultural specialists,
- Planning consultants/town planning,
- Acoustics specialists,
- Space planning,
- Mechanical and electrical engineers,
- Valuation advice,
- Building surveyors,
- Facilities management,
- Commercial property management.

This list is not exhaustive and consideration may be given during the procurement process to

the inclusion of additional services or options for additional services which will assist in delivering the Services.

Full details of the exact services constituting the Services will appear in the tender documentation, as will details of the mechanisms to be used by the Participating Authorities to place orders for the Services ('call-off consultancy contracts') under the Framework Agreement.

The duration of an individual call-off consultancy contract under the Framework Agreement will be for a maximum of five years, the duration will be governed by the precise subject matter of the call-off contract concerned. The form of the call-off contract is a consultancy service contract prepared for use in relation to construction projects and is set out in the final Framework Agreement, subject to the right to make specific amendments in respect of an individual call-off.

The Contracting Authority does not give a guarantee or warranty as to the nature or volume of the Services or the number of call-offs, if any, under the Framework Agreement.

It should also be noted that in addition to any change in the structure or identity of the Contracting Authority and/or the Participating Authority in the event of re-structuring within the Police, this procurement and any Framework Agreement awarded will pass to successor authorities from the Contracting Authority and the Participating Authority as relevant and appropriate.

The Contracting Authority reserves the right to not award the Framework Agreement.

II.1.6. CPV code(s)

71000000 Architectural, construction, engineering and inspection services, 71530000 Construction consultancy services, 71315200 Building consultancy services, 71315210 Building services consultancy services, 71540000 Construction management services, 71541000 Construction project management services, 71320000 Engineering design services, 71500000 Construction-related services, 71220000 Architectural design services, 71210000 Advisory architectural services, 71221000 Architectural services for buildings, 71322100 Quantity surveying services for civil engineering works, 71322400 Dam-design services, 71250000 Architectural, engineering and surveying services, 71251000 Architectural and building-surveying services, 71332000 Geotechnical engineering services, 71311210 Highways consultancy services, 71311220 Highways engineering services, 71356400 Technical planning services, 71312000 Structural engineering consultancy services, 71200000 Architectural and related services, 71400000 Urban planning and landscape architectural services, 71410000 Urban planning services, 71240000 Architectural, engineering and planning services, 71313200 Sound insulation and room acoustics consultancy services, 70332200 Commercial property management services

II.1.7. Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: yes

II.1.8. Lots

This contract is divided into lots: no

II.1.9. Information about variants

Variants will be accepted: no

II.2. Scope of the procurement

II.2.1. Total quantity or scope

The anticipated total value of the framework is expected to be approximately 8 000 000 GBP-20 000 000 GBP over its life. This is based on core services (as listed under II.1.5).

Estimated value excluding VAT:

Range: between 8 000 000 and 20 000 000 GBP

II.2.2. Information about options

Options: yes

Description of options: It is anticipated that the duration of the Framework Agreement shall be for an initial period of three (3) years but with the ability for the Contracting Authority to extend by one (1) further year. Full details of this and any other options that economic operators may be invited to take into account in their tender will appear in the tender documentation.

II.2.3. Information about renewals

This contract is subject to renewal: no

II.3. Duration of the contract or time limit for completion

Duration in months: 36 (from the award of the contract)

Section III: Legal, economic, financial and technical information

III.1. Conditions related to the contract

III.1.1. Deposits and guarantees required

Parent Company Guarantees, deposits, bonds and other forms of appropriate security may be required for the Framework Agreement (and/or any call-off contract thereunder). Further details will be included in the tender documentation.

III.1.2. Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them

As set out in the framework agreement.

III.1.3. Legal form to be taken by the group of economic operators to whom the contract is to be awarded

The Contracting Authority will require the Contract and the Framework Agreement to be with a legal entity. It reserves the right to require groupings of contractors to take a particular legal form to require a single contractor to take primary liability. Members of a consortium shall be jointly and severally liable. Legal bodies shall be companies, partnerships or unincorporated ventures.

III.1.4. Contract performance conditions

The performance of the contract is subject to particular conditions: yes

Description of particular conditions: The Contractor must be able to comply with Non-Police Vetting. Further details of this will be included in the tender documents.

III.2. Conditions for participation

III.2.1. Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions: As set out in the Invitation to Tender.

III.2.2. Economic and financial ability

List and brief description of conditions: As set out in the Invitation to Tender.

Minimum level(s) of standards possibly required: As set out in the Invitation to Tender.

III.2.3. Technical and professional ability

List and brief description of conditions:

As set out in the Invitation to Tender.
Minimum level(s) of standards possibly required:
As set out in the Invitation to Tender.

III.2.4. Information about reserved contracts

III.3. Conditions specific to services contracts

III.3.1. Information about a particular profession

III.3.2. Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: no

Section IV: Procedure

IV.1. Type of procedure

IV.1.1. Type of procedure

Open

IV.1.2. Information about the limits on the number of candidates to be invited

IV.1.3. Information about reduction of the number of solutions or tenders during negotiation or dialogue

IV.2. Award criteria

IV.2.1. Award criteria

The most economically advantageous tender in terms of Price is not the only award criterion and all criteria are stated only in the procurement documents

IV.2.2. Information about electronic auction

An electronic auction will be used: no

IV.3. Administrative information

IV.3.1. File reference number attributed by the contracting authority

IV.3.2. Previous publication concerning this procedure

IV.3.3. Conditions for obtaining specifications and additional documents or descriptive document

IV.3.4. Time limit for receipt of tenders or requests to participate

30.7.2015 - 12:00

IV.3.5. Estimated date of dispatch of invitations to tender or to participate to selected candidates

IV.3.6. Languages in which tenders or requests to participate may be submitted

English.

IV.3.7. Minimum time frame during which the tenderer must maintain the tender

IV.3.8. Conditions for opening of tenders

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.2. Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds:
no

VI.3. Additional information

All time-scales in this Notice are intended time-scales but the Contracting Authority reserves the right to vary these or any other procurement time-scales or arrangements.

The Contracting Authority reserves the right to abandon all or any part of this procurement at any stage following the publication of this Notice and/or not to award any contract. The Contracting Authority further reserves the right to award a contract or contracts in respect of part of the works or services.

All economic operators are solely responsible for their costs and expenses incurred in connection with the preparation and submission of the ITT and all future stages of the selection, evaluation and award process. Under no circumstances will the Contracting Authority or any of its advisors be liable for any costs or expense borne by the economic operators or its associated organisations or advisors whether the economic operator is successful or otherwise.

Interested organisations may register and obtain the Invitation to Tender from the Kent Police Bravo Portal at www.kentpolice.bravosolution.co.uk Additional information relating to the details provided in this contract notice is available in the Invitation to Tender. Any further queries relating to this procurement may be addressed through the Portal. Economic operators are requested to submit any queries in relation to the Project, the Invitation to Tender or this notice through the Portal, and in particular are requested not to use the details at Section 1.1 of this notice or other means to contact the Contracting Authority in relation to this procurement.

Details of the contracting authority can be found here: www.essex.police.uk www.essex.pcc.police.uk www.kentpolice.bravosolution.co.uk www.contractsfinder.service.gov.uk/Search

VI.4. Procedures for review

VI.4.1. Review body

Official name: High Court

Postal address: Royal Courts of Justice, The Strand

Town: London

Postal code: WC2A 2LL

Country: United Kingdom

VI.4.2. Review procedure

Precise information on deadline(s) for review procedures: The Contracting Authority will incorporate a minimum 10 calendar day standstill period at the point information on the award of the Framework Agreement is communicated to tenderers. Applicants who are unsuccessful shall be informed by the Contracting Authority as soon as possible after the decision has been made as to the reasons why the applicant was unsuccessful. If an appeal has not been successfully resolved, the Public Contracts Regulations 2015 provide for aggrieved parties who have been harmed or at risk of harm by breach of the rules to take legal action. Any such action must be brought within the applicable limitation period. Where a contract has not been

entered into, the Court may order the setting aside of the award decision or order the Contracting Authority to amend any document and may award damages. If the Contract has been entered into, the Court may, depending on the circumstances, award damages, make a declaration of ineffectiveness, order the Contracting Authority to pay a fine, and/or order that the duration of the Contract may be shortened. The purpose of the standstill period referred to above is to allow the parties to apply to the Courts to set aside the award decision before the contract is entered into.

VI.4.3. Service from which information about the review procedure may be obtained

VI.5. Date of dispatch of this notice

26.6.2015