

**United Kingdom-Billingham: Quay construction work
OJ S 196/2015 09/10/2015
Contract notice – utilities
Works**

Directive 2004/17/EC

Section I: Contracting entity

I.1. Name and addresses

Official name: Able Humber Ports Ltd
Postal address: Able House, Billingham Reach Industrial Estate
Town: Billingham
Postal code: TS23 1PX
Country: United Kingdom
For the attention of: Neil Jarvis
E-mail: njarvis@ableuk.com
Telephone: +44 1642806080
Fax: +44 1642655655

Additional information can be obtained from:

Official name: Driver Project Services
Postal address: 15 Evolution, Wynyard Park, Wynyard
Town: Billingham
Postal code: TS22 5TB
Country: United Kingdom
Contact person: Driver Project Services
For the attention of: Nigel Fletcher
E-mail: nigel.fletcher@driver-group.com
Telephone: +44 1740665466
Fax: +44 1740644860
Internet address: <http://www.driver-group.com>

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

Official name: Driver Project Services
Postal address: 15 Evolution, Wynyard Park, Wynyard
Town: Billingham
Postal code: TS22 5TB
Country: United Kingdom
Contact person: Driver Project Services
For the attention of: Nigel Fletcher
E-mail: nigel.fletcher@driver-group.com
Telephone: +44 1740665466
Fax: +44 1740644860
Internet address: <http://www.driver-group.com>

Tenders or requests to participate must be submitted:

Official name: Driver Project Services
Postal address: 15 Evolution, Wynyard Park, Wynyard
Town: Billingham
Postal code: TS22 5TB
Country: United Kingdom
Contact person: Driver Project Services

For the attention of: Nigel Fletcher
E-mail: nigel.fletcher@driver-group.com
Telephone: +44 1740665466
Fax: +44 1740644860
Internet address: <http://www.driver-group.com>

I.2. Main activity

Port-related activities

I.3. Contract award on behalf of other contracting entities

The contracting entity is purchasing on behalf of other contracting entities: no

Section II: Object of the contract

II.1. Description

II.1.1. Title attributed to the contract by the contracting entity

Able Marine Energy Park — Work Pack 1 — Construction of Main Quay Works.

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

Works

Realisation, by whatever means of work, corresponding to the requirements specified by the contracting entities

Main site or place of performance: Able Humber Port, Rosper Road, Killingholme, Immingham, North East Lincolnshire, DN40 3DZ.

NUTS code UKE13 North and North East Lincolnshire

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

The notice involves a public contract

II.1.4. Information about framework agreement

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

The Construction of circa 1 279 m of new quay and associated surface water pumping station at Able Humber Port, Killingholme, Immingham, North East Lincolnshire.

II.1.6. CPV code(s)

45241100 Quay construction work

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

The procurement is covered by the Government Procurement Agreement: no

II.1.8. Information about 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 construction of circa 1 279 m of new quay and associated surface water pumping station.
Estimated value excluding VAT: 165 000 000 GBP

II.2.2. Information about options

Options: yes

Description of options: Base Case:

The Company shall progress detailed design through the appointment of a design consultant including the discharge of all design dependent pre-commencement Development Consent Order conditions. The appointment of the detailed design consultant shall be Q4 2015. The design consultant shall be tasked with developing the design to a level sufficient to permit the Company to engage with pre-qualified bidders in a tender process. The Company is likely to issue the Invitation to Tender ('ITT') for the Construction Contract Q3/Q4 2016. The Company is likely to utilise FIDIC Red Book with amendments for the terms of any contract with a Contractor but reserves the right to use alternative contract terms, which will be confirmed in the ITT. The Contractor appointment shall then be Q3/Q4 2016. Contractor shall be required to discharge all Contractor dependent pre-commencement conditions of the Development Consent Order.

Option Case:

The Company may elect to issue a tender for the Design & Build (D&B) of the quay. Such tender shall identify the Company appointed design consultant to be novated into the proposed D&B contract. The Company shall progress detailed design through the appointment of the design consultant including the discharge of all design dependent pre-commencement Development Consent Order conditions up to the point at which the Company appoints a D&B Contractor. On appointment the Contractor shall be required to:

- a. complete the detailed design;
- b. complete the discharge of design dependent pre-commencement conditions outstanding at the time of appointment of the Contractor; and
- c. discharge all Contractor dependent pre-commencement conditions of the Development Consent Order.

If the Company elects to use this option, the Company is likely to issue the ITT for the D&B Construction Contract Q1 2016. The Company is likely to utilise FIDIC Yellow Book with amendments for the terms of any contract with a Contractor but reserves the right to use alternative contract terms, which will be confirmed in the ITT.

The Contractor appointment would then be Q2/Q3 2016.

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: 27 (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

The Contracting Authority reserves the right to require warranties and guarantees and/or other forms of security cover it deems necessary.

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

The conditions of contract will be available to economic operators in the Invitation to Tender.

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

The Authority reserves the right to require groupings to take a particular legal form.

III.1.4. Contract performance conditions

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

Description of particular conditions: Details to be set out in the Invitation to Tender.

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 pre-qualification questionnaire available from the address in Annex A and as detailed in Article 54 of Directive 2004/17/EC and Regulations 23 to 29A of the Utilities Contract Regulations 2006.

III.2.2. Economic and financial ability

List and brief description of conditions: As set out in the pre-qualification questionnaire available from the address in Annex A and as detailed in Article 54 of Directive 2004/17/EC and Regulations 23 to 29A of the Utilities Contract Regulations 2006.

III.2.3. Technical and professional ability

List and brief description of conditions: As set out in the pre-qualification questionnaire available from the address in Annex A and as detailed in Article 54 of Directive 2004/17/EC and Regulations 23 to 29A of the Utilities Contract Regulations 2006.

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

Section IV: Procedure

IV.1. Type of procedure

IV.1.1. Type of procedure

Restricted

IV.2. Award criteria

IV.2.1. Award criteria

The most economically advantageous tender in terms of the criteria stated in the specifications or in the invitation to tender or to negotiate

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 entity

Not Applicable

IV.3.2. Previous publication concerning this procedure

Periodic indicative notice

Notice number in the OJ S: [2015/S 163-299123](#) of 25.8.2015

IV.3.3. Conditions for obtaining specifications and additional documents

(except for a DPS)

Payable documents: no

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

4.11.2015 - 13:00

IV.3.5. Languages in which tenders or requests to participate may be submitted

English.

IV.3.6. Minimum time frame during which the tenderer must maintain the tender

IV.3.7. 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:
yes

Identification of the project: The Able Marine Energy Park MAY be in receipt of EU Funds relating to sustainable renewable energy.

VI.3. Additional information

All expressions of interest must be received by 13:00 hours on 4.11.2015 and all interested parties will be required to obtain, complete and return the PQQ by 13:00 hours on 5.11.2015. The PQQ will be available on request from the email address at Annex A from the day after the Contract Notice is published until 13.00 hours on 4.11.2015. Emails should be marked 'Confidential — Request for PQQ'. The email should identify the company name and indicate the name(s) and contact details (postal address, telephone number and email address) of the individual(s) who require access to the PQQ. Failure to express interest by 13:00 on 4 November and/or failure to return the PQQ by 13:00 on 5.11.2015 will result in an economic operator being removed from the procurement process.

The Contracting Authority reserves the right to require warranties and guarantees and/or other forms of security cover it deems necessary.

Each member of a grouping of contractors to sign an undertaking to be jointly and severally liable for the due performance of any resultant contract. The conditions of contract will be available to economic operators in the Invitation to Tender.

The Contracting Authority has options for the main contract with the Contractor stated in the PQQ.

Tenders and all supporting documents must be priced in pounds sterling.

The Contracting Authority intends to enter into a contract with the main contractor for its entire requirements. The Contracting Authority reserves the right to enter into more than one contract to meet its need.

The Contracting Authority reserves the right to approve any and all sub-contractor appointments which tenderers intend to make.

Any resulting contract will be considered as a contract made in England according to English Law and will be subject to the exclusive jurisdiction of the English Courts. The Contracting Authority is not liable for any costs incurred by those expressing an interest in or tendering for this contract including but not limited to where the contract award procedure is cancelled or

adjusted for any reason. No reimbursement of costs shall be available. It is currently anticipated that the contact delivery period will be September 2016-December 2018. Updates will be provided to all those invited to tender.

Please note that all dates and figures provided in this notice are approximate.

All contact must be made to the person specified in Annex A not to the contact specified in section I.1).

VI.4. Procedures for review

VI.4.1. Review body

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 following electronic notification to unsuccessful applicants of the award decision.

An economic operator that suffers, or risks suffering, loss or damage attributable to a breach of duty under the Utilities Contract Regulations 2006 (as amended) may bring proceedings in the High Court.

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

VI.5. Date of dispatch of this notice

5.10.2015