

United Kingdom-Havant: Consultative engineering and construction services
OJ S 157/2018 17/08/2018
Contract notice – utilities
Services

Legal Basis:

Directive 2014/25/EU

Section I: Contracting entity

I.1. Name and addresses

Official name: Portsmouth Water Limited

National registration number: 02536455

Postal address: PO BOX No8, West Street

Town: Havant

NUTS code: UKJ3 Hampshire and Isle of Wight

Postal code: PO9 1LG

Country: United Kingdom

E-mail: HTWSR_Procurement@portsmouthwater.co.uk

Internet address(es):

Main address: www.portsmouthwater.co.uk

I.3. Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: www.portsmouthwater.co.uk

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted to the abovementioned address

I.6. Main activity

Water

Section II: Object

II.1. Scope of the procurement

II.1.1. Title

Havant Thicket Winter Storage Reservoir Project Principal Designer Contract and Design Services Framework

II.1.2. Main CPV code

71310000 Consultative engineering and construction services

II.1.3. Type of contract

Services

II.1.4. Short description

This represents a flagship project to design the first new strategic water resource in the South East for decades. Construction work is anticipated to start on the winter storage reservoir at Havant Thicket (the "Project") in 2024, for completion by 2029. The Project is socially,

economically and environmentally significant and valued at 106m GBP. It is the product of collaborative regional water planning and forms a key step in increasing water resilience in the South East.

This Contract Notice relates to the appointment of a Principal Designer for the Project and the establishment of a framework agreement for wider design services.

Further information about this procurement and how to express interest can be found at II.2.4) Description of the procurement.

II.1.5. Estimated total value

Value excluding VAT: 14 000 000,00 GBP

II.1.6. Information about lots

This contract is divided into lots: no

II.2. Description

II.2.2. Additional CPV code(s)

71300000 Engineering services, 71311000 Civil engineering consultancy services, 71311300 Infrastructure works consultancy services, 71313400 Environmental impact assessment for construction, 71313440 Environmental Impact Assessment (EIA) services for construction, 71322000 Engineering design services for the construction of civil engineering works, 71322200 Pipeline-design services, 71322400 Dam-design services

II.2.3. Place of performance

NUTS code: UKJ3 Hampshire and Isle of Wight

Main site or place of performance: Havant

II.2.4. Description of the procurement

The Principal Designer contract (the "Contract") will be in two parts: Phase 1 (outline design) and Phase 2 (detailed design). It is envisaged that Phase 1 services will be remunerated by reference to a schedule of rates and some element of a fixed price, and Phase 2 services by reference to a schedule of rates. The Contract is estimated to be worth between 9-14m GBP, but no guarantee is given that Phase 2 will be instructed, whether to the successful Principal Designer or to any other contractor. The value of the first phase of the Contract (outline design in 2019) is expected to be 2-3m GBP. The scope may include

- 1) Health and Safety and CDM;
- 2) Engineering and Architectural design;
- 3) Procurement Support;
- 4) Site Investigation Scoping, Interpretation and Reporting;
- 5) Environmental Impact Assessment;
- 6) Planning Advice and Consultancy;
- 7) Supervisor services.

The most economically advantageous Tenderer as defined in the ITN will be awarded the Contract.

In addition, it is envisaged that the highest scoring three Tenderers (including the successful Tenderer) will be admitted to a framework agreement from which other design services required for the Project (for example Employer's Agent) and also general smaller scale design services of the same nature as set out in the scope may be called off from time to time by Portsmouth Water Limited ("Portsmouth Water") for a maximum period of eight (8) years (the "Framework Agreement"). These calls off may be in connection with the Project or Portsmouth Water's business as usual activities. No guarantee is given that any such call-offs will be made and the framework will not be exclusive. The total value of the Framework Agreement, if call-

offs are made, is unlikely to exceed 3m GBP. Portsmouth Water may (but shall not be obliged to) increase the number of Tenderers to be admitted to the framework if there are sufficient tenderers which meet the minimum requirements to be set out in the ITT.

The estimated total value set out in II.1.5) refers to the aggregate of the upper limits of the Contract and Framework Agreement.

It is envisaged that the Contract will commence in January 2019. Portsmouth Water reserves the right to terminate the Contract at any time in accordance with the provisions for termination set out in the Contract. The dates stated in II.2.7) are approximate and are subject to change. Applicants and Tenderers shall be solely responsible for and liable for all costs associated with and arising out of or in connection with responding to this Contract Notice and any PQQ and with submitting any tender, howsoever incurred.

Portsmouth Water intends to make provision in the ITT and Contract for a clear and unequivocal variation mechanism allowing it, following Contract award, to vary elements of the Contract. The mechanism with which Portsmouth Water may undertake such variation will be stated in the Procurement Documents to be made available to Tenderers at ITT stage. Portsmouth Water may at a later date require the Contract to be novated to the main contractor appointed to deliver the Project, and appropriate collateral warranties to be provided to Portsmouth Water and other contractors appointed to the Project, upon such novation. Organisations should be aware that due to the nature of the services, any Contract formed as a result of this procurement process shall be executed as a deed. Organisations should seek independent legal advice on the implications of this prior to submitting their tenders, where appropriate.

Organisations wishing to participate in this procurement are invited to express their interest via email to HTWSR_Procurement@portsmouthwater.co.uk, in order to access the full set of Procurement Documents. Any questions relating to this procurement must be made by email to HTWSR_Procurement@portsmouthwater.co.uk.

II.2.5. Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6. Estimated value

II.2.7. Duration of the contract, framework agreement or dynamic purchasing system

Start: 07/01/2019 End: 31/07/2029

This contract is subject to renewal: no

II.2.9. Information about the limits on the number of candidates to be invited

Envisaged minimum number: 5 Maximum number: 8 Objective criteria for choosing the limited number of candidates:

As set out in the PQQ.

II.2.10. Information about variants

Variants will be accepted: no

II.2.11. Information about options

Options: no

II.2.13. Information about European Union funds

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

II.2.14. Additional information

Section III: Legal, economic, financial and technical information

III.1. Conditions for participation

III.1.2. Economic and financial standing

Selection criteria as stated in the procurement documents

III.1.3. Technical and professional ability

Selection criteria as stated in the procurement documents

III.1.6. Deposits and guarantees required

Portsmouth Water reserves the right to require guarantees, collateral warranties and other forms of security as appropriate, prior to contract award. Further details and requirements will be provided in the Invitation to Tender.

III.1.7. Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them

The payment mechanism and performance standards applicable to the Services will be described in the Invitation to Tender.

III.1.8. Legal form to be taken by the group of economic operators to whom the contract is to be awarded

Portsmouth Water will accept expressions of interest and Tenders from single entities or consortia. Consortia are not required to form a single legal entity at the pre-qualification stage. Portsmouth Water will consider contracting with a consortium, providing always that the participants assume joint and several liability for all of the obligations of the consortium under the Contract. Further details and requirements will be provided in the Invitation to Tender.

Section IV: Procedure

IV.1. Description

IV.1.1. Type of procedure

Negotiated procedure with prior call for competition

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

The procurement involves the establishment of a framework agreement

Framework agreement with several operators Envisaged maximum number of participants to the framework agreement: 3

IV.1.4. Information about reduction of the number of solutions or tenders during negotiation or dialogue

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated

IV.1.8. Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: yes

IV.2. Administrative information

IV.2.2. Time limit for receipt of tenders or requests to participate

Date: 12/09/2018 Local time: 12:00

IV.2.3. Estimated date of dispatch of invitations to tender or to participate to selected candidates

IV.2.4. Languages in which tenders or requests to participate may be submitted
English

IV.2.6. Minimum time frame during which the tenderer must maintain the tender
Duration in months: 6 (from the date stated for receipt of tender)

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.2. Information about electronic workflows

Electronic payment will be used

VI.3. Additional information

This procurement process is being conducted in successive stages and only those organisations which are successful and shortlisted from the first stage, i.e. pre-qualification, will be invited to submit an initial tender. Interested organisations must complete and submit a completed Pre-Qualification Questionnaire by the specified closing date and time.

Submissions cannot be uploaded after this return deadline.

Other than the Pre-Qualification Pack and Pre-Qualification Questionnaire, the Procurement Documents published at the date of this Notice are in draft form, and Portsmouth Water reserves the right to amend, augment and supplement any document.

Portsmouth Water reserves the right at any time to cease the procurement process and not award a Contract or to award only part of the opportunity described in this Notice. In particular but without limitation Portsmouth Water reserves the right to abandon the framework procurement but continue with the Principal Designer procurement. If Portsmouth Water takes up this right, then it will not be responsible for or pay the expenses or losses, which may be incurred by any organisation or Tenderer as a result. Except for the Contract, if any, concluded with the successful Tenderer, nothing in the procurement process shall create a contract, whether express or implied, between Portsmouth Water and any Applicant or Tenderer.

Portsmouth Water intends to select approximately 5 Applicants to negotiate tenders. However, it reserves the right to select or negotiate with fewer if there are fewer suitable candidates or compliant bids, or more if necessary to ensure meaningful competition.

Portsmouth Water may conduct the negotiations in successive stages in order to reduce the number of Tenders to be negotiated, by applying the award criteria specified in the Procurement Documents. It reserves the right at any time to close negotiations and award the Contract.

Portsmouth Water reserves the right to require a parent company guarantee from the successful Tenderer if relevant.

Portsmouth Water undertakes to hold confidential any information provided in the proposal submitted, subject to its obligations under the law including Environmental Information Regulations and the EU General Data Protection Regulations. If the organisation considers that any of the information submitted in the proposal should not be disclosed because of its sensitivity, then this should be stated with the reason for considering it sensitive. Portsmouth Water will then endeavor to consult with the Applicant about such sensitive information when considering any request for information (e.g. under the EIR), before replying to such a request.

Portsmouth Water reserves the right to carry out additional financial checks on all organisations bidding for this opportunity at any time during the procurement process. This is to ensure that they continue to meet its requirements and remain financially viable to fulfil the requirements under the proposed Contract.

VI.4. Procedures for review

VI.4.1. Review body

Official name: High Court
Postal address: Royal Court of Justice, The Strand
Town: London
Postal code: WC2A 2LL
Country: United Kingdom
Telephone: +44 2079476000

VI.4.3. Review procedure

Precise information on deadline(s) for review procedures:

The contracting entity will incorporate a minimum 10 calendar day (when using electronic means) standstill period at the point information on the award of the Contract is communicated to tenderers. This period allows unsuccessful tenderers to challenge the decision to award a Contract before a contract is executed/signed (as appropriate). The Utilities Contracts Regulations 2016 ('Regulations') provide for aggrieved parties who have been harmed or at risk of harm by a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be brought promptly and within the time limits as defined in the above regulations. Where a Contract has not been entered into the court may order the setting aside of the award decision or order the contracting entity to amend any document and may award damages. If the Contract has been entered into the court has the options to award damages and/or to shorten or order the Contract ineffective.

VI.4.4. Service from which information about the review procedure may be obtained

Official name: High Court
Postal address: Royal Court of Justice, The Strand
Town: London
Postal code: WC2A 2LL
Country: United Kingdom
Telephone: +44 2079476000

VI.5. Date of dispatch of this notice

13/08/2018