

**DK-Fredericia: building construction work**  
**OJ S 229/2012 28/11/2012**  
**Contract notice – utilities**  
**Supplies**

**Directive 2004/17/EC**

**Section I: Contracting entity**

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**I.1. Name and addresses**

Official name: Vattenfall A/S  
Postal address: Oldenborggade 25-31  
Town: Fredericia  
Postal code: 7000  
Country: Denmark  
For the attention of: Jennifer Zhan  
E-mail: [maxbionjv3@vattenfall.com](mailto:maxbionjv3@vattenfall.com)  
Telephone: +46 739149858

**Internet address(es):**

General address of the contracting entity: <http://www.vattenfall.com>

**Additional information can be obtained from:**

the abovementioned address

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

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

**I.2. Main activity**

Other: Power plant for production of district heating and electricity

**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**

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**II.1. Description**

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

Civil structures for wood pellet storage.

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

Supplies  
Purchase  
NUTS code DK050 Nordjylland

**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 project consists of two 25.000m<sup>3</sup> concrete storage silos located at the North West corner of the coal stack at Nordjyllandsværket. The silos consist of concrete foundations, concrete

walls and floor. Establishment of concrete basement area fulfils all necessary demands which are needed for the bulk handling equipment systems. Furthermore the silos consist of steel roof structure and penthouse building on the silo top. Galleries and stairs to fulfil all safety regulations as well as service and maintenance access to the transport systems are also included in the scope of supply.

**II.1.6. CPV code(s)**

45210000 Building construction work, 44114000 Concrete, 45223500 Reinforced-concrete structures, 45262311 Concrete carcassing work, 45262350 Unreinforced-concrete work, 45262370 Concrete-coating work, 45262210 Foundation work, 45223210 Structural steelworks

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

The procurement is covered by the Government Procurement Agreement: yes

**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**

A contract with duration of 9 months. Details will be announced in the Invitation To Tender.

**II.2.2. Information about options**

Options: no

**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: 9 (from the award of the contract)

**Section III: Legal, economic, financial and technical information**

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**III.1. Conditions related to the contract**

**III.1.1. Deposits and guarantees required**

Conditions will be described in the tender documents. See section III.2.2 item I) and J).

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

Conditions will be described in the tender documents.

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

If the contract is assigned to a consortium, a consortium member shall have the authority to sign contracts for the consortium with Vattenfall A/S. The consortium's participants shall furthermore be jointly and severally liable for any obligation to the contracting entity regarding the contract. If a request to participate is made by a consortium, the consortium statement shall be signed by all participants and attached the request to participate. Please attach a presentation of the consortium and the structure as well as the co-operation within the same. The Supplier to take the lead in the consortium shall be appointed.

### **III.1.4. Contract performance conditions**

The performance of the contract is subject to particular conditions: no

### **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: See further details under VI.3).

A) General description of the applicant's company, including information of company name, organization and ownership structure.

Application shall submit Applicant's name, including legal form and full address of incorporation. In case of III.2.2.)K this information is to be provided for the ultimate parent providing the guarantee. In case Respondent is a Joint Venture or consortium, please include this information for each participant.

Applicant shall submit its organizational structure, including shareholder and grouping structure and parent/holding company structure if applicable (please include comprehensive organization charts including legal entity names and relations). In case Respondent is a Joint Venture or consortium, please include this information for each participant.

In case Respondent is a Joint Venture: please include all information as listed below in the section VI.3)12.

B) Certified copy of Certificate of registration (not older than 3 months) for applicant

If the applying entity is a branch, subsidiary or operating company of a holding company or group of companies and has an ultimate parent company, and is relying on its financial strength, the ultimate parent company provides a certified copy of certificate of registration (not older than 3 months).

C) Documentation that the applicant is not in any of the situations described in the EC public procurement directive article 45, section 2, paras a-f. For Danish applicants this documentation shall be in form of a service attest for the Danish Commerce and Companies Agency (Erhvervs- og Selskabsstyrelsen) which is maximum 3 months old at the expiry of the time limit for request to participate. For foreign applicants, this documentation shall be in form of a declaration on oath and documentation for this signature shall be attached to the declaration. The declaration shall be issued according to the EC Public procurement directive, article 45, section 3, part 2. The documentation shall be maximum 3 months old at the expiry of the time limit for request to participate counted from the date of publication in the official journal of the EU.

If the applying entity is a branch, subsidiary or operating company of a holding company or group of companies and has an ultimate parent company, and is relying on its financial strength, the ultimate parent company provides documentation that the ultimate parent company is not in any of the situations described in the EC public procurement directive article 45, section 2, paras a-f. For Danish applicants this documentation shall be in form of a service attest for the Danish Commerce and Companies Agency (Erhvervs- og Selskabsstyrelsen) which is maximum 3 months old at the expiry of the time limit for request to participate. For foreign applicants, this documentation shall be in form of a declaration on oath and documentation for this signature shall be attached to the declaration. The declaration shall be issued according to the EC Public procurement directive, article 45, section 3, part 2. The documentation shall be maximum 3 months old at the expiry of the time limit for request to participate counted from the date of publication in the official journal of the EU.

D) The solemn declaration stating that the applicant has not any outstanding debts to public authorities in Denmark or in its own country.

E) Certificate of accident protection & insurance including general description of cover.

F) Adherence to the principles of the UN Global Compact (Employers 'Vattenfall Supplier Code of Conduct' is the Employers interpretation of these) will be mandatory as a contractual condition, please indicate your acceptance to these principles.

### III.2.2. Economic and financial ability

List and brief description of conditions: See further details under VI.3).

G) Respondent shall have the reputable and healthy financial standing necessary to execute the announced Contract with the corresponding risk profile.

If the applying entity is a branch, subsidiary or operating company of a holding company or group of companies and has an ultimate parent company, and is relying on its financial strength, the ultimate parent company shall have the reputable and healthy financial standing necessary to execute the announced Contract with the corresponding risk profile.

H) Full audited, consolidated annual reports, including management report and explanatory notes and with a non-qualified auditor opinion, for the most recent three years for the Respondent. Additional financial information must be provided that relates specifically to the field of business related to the scope of the announced contract.

If the applying entity is a branch, subsidiary or operating company of a holding company or group of companies and has an ultimate parent company, and is relying on its financial strength, the ultimate parent company provides full audited, consolidated annual reports, including management report and explanatory notes and with a non-qualified auditor opinion, for the most recent three years. Additional financial information must be provided that relates specifically to the field of business related to the scope of the announced contract.

I) The applicant shall confirm in writing, in case of a contract award, to provide Vattenfall with a security for any advance payments with advance payment bonds in a form and amount acceptable to Vattenfall and by an independent, third party bank acceptable to Vattenfall, with a minimum rating of A- / A3 (rating by Standard & Poor's and/or Moody's).

J) The applicant shall confirm in writing, in case of a contract award, to provide Vattenfall with performance bonds of at least 10 % of the price of the works in a form and amount acceptable to Vattenfall and by an independent, third party bank, acceptable to Vattenfall, with a minimum A- / A3 (rating by Standard & Poor's and/or Moody's). The guarantees have to be provided for each contractual part separately. Price of works means the agreed net amount to be stated in the contract for design, execution and completion of the works and the remedying of any defects and excludes adjustments (if any) in accordance with the contract.

K) If the applying entity is a branch, subsidiary or operating company of a holding company or group of companies and has an ultimate parent company, and is relying on its financial strength, the ultimate parent company provides a declaration expressing its willingness to fully guarantee any liability of its subsidiary during the duration of the contract. The guarantees have to be provided for each contractual part separately.

L) Declaration of joint and several liabilities in case parties are applying in the form of a consortium etc. Should any of these parties be a branch, subsidiary or operating company of a holding company or group of companies and has an ultimate parent company, each ultimate parent company provides a declaration expressing its willingness to fully guarantee any liability of its subsidiary during the duration of the contract.

M) If the Parent Company of the Respondent intends to provide a Parent Company Guarantee (PCG) then The Parent Company is to complete the 'company requirements' as listed in the financial and economic Section III.2.2). The information provided by the Parent Company for prequalification purposes will be used in the evaluation of Vattenfall's minimum and weighted requirements.

N) A full credit assessment will be a part of the evaluation procedure.

O)) The yearly turnover average over the last three years will be a minimum of approximately:

20 000 000 EUR. In case of a joint venture the combined sales amount should be at least 150 % of what is requested.

### III.2.3. Technical and professional ability

List and brief description of conditions: P) A reference list and a description of recent deliveries that is technically the same or equivalent deliveries to the contract in question, according to II.1.5. The description of each reference shall be sufficient for Vattenfall to evaluate the relevance of the reference to the contract in question, according to II.1.5. The description can be a general technical description of the reference with information of for example capacities, physical size, drawings, sub-suppliers, time of the deliveries, contract value and if the applicant was sub-supplier or turn-key supplier for the reference in question.

Q) Information of possible sub-suppliers, if relevant, to be used for supplying bigger equipment or engineering services to the contract in question according to II.1.5.

R) Information of the applicant's capability to supply deliveries similar to the contract in question according to II.1.5 including information of the applicants organisational and technical capacity.

Information can be a description of the organisational setup with size of staff listed according to technical discipline for the contract in question according to II.1.5, and listed for the last three completed fiscal years.

S) Description of the company's environmental management system if applicable and information on whether the system is certified according to ISO14001 or equal.

T) Applicant has to be OHSAS 18001 certified and will supply a proof thereof, or if applicant is not OHSAS 18001 certified, the applicant has to answer the HSE-Questionnaire. The answers will be subject to an evaluation using the score system included in the HSE-Questionnaire.

The HSE-Questionnaire can be requested from the contact point (see I.1.). In addition, if the applicant is not OHSAS 18001 certified, applicant shall provide details on ongoing certification schemes of the HSE management system. Employer will review the details on the HSE system of the applicant as supplied as part of the Request to Qualify. In the Invitation to Tender (ITT) tenderers will be asked to provide as part of their Tender a statement that subcontractors and persons working on the project site are willing to participate in the video safety training ending with a test before entering the project site even though they have SCC (Safety, health and environment Checklist Contractors), VCA or equivalent certification.

U) HSE performance statistics of the past 5 years or the five most recent similar construction (management) projects in which the applicant (and, in case applicant is a Joint Venture, for each participant) performed a substantial part of the scope. The HSE performance statistics must include subcontractors' figures.

These statistics shall include as a minimum Lost Time Incident Frequency per 1 000 000 man-hours and Total Recordable Case Frequency per 1 000 000 man-hours and total hours worked on site and shall also cover the performance of all involved sub-contractors under applicant's operational control.

Applicant is requested to provide the statistics mentioned below for the years 2007-2011, with figures for each individual year.

Number of Fatalities\*.

Number of LTI defined as numbers of injuries resulting in lost time lasting for one day or more.

\*.

Number of RWC\*.

Number of MTC \*.

Man hours \* worked under contractors control.

LTIF (number of LTI x1,000,000/ man-hours worked).

TRCF (number of (FAT+LTI+RWC+MTC) x 1,000,000/ man-hours worked).

Before contract signing the validity of the figures will be subject to an audit.

\* Incident categorization conform OHSAS definitions.

#### **III.2.4. Information about reserved contracts**

#### **III.3. Conditions specific to services contracts**

##### **III.3.1. Information about a particular profession**

Execution of the service is reserved to a particular profession: no

##### **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**

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#### **IV.1. Type of procedure**

##### **IV.1.1. Type of procedure**

Negotiated

Some candidates have already been selected (if appropriate under certain types of negotiated procedures): no

#### **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**

MaxBio NJV3 - Civil structures for wood pellet storage

##### **IV.3.2. Previous publication concerning this procedure**

no

##### **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**

31.12.2012 - 15:00

##### **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**

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### **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**

1. The application must be signed and submitted in writing in one official paper-version and/or submitted in electronic form by physical media or sent to the email address given in I.1. Hardcopies and/or physical data media should be put in a sealed envelope. Each application shall be marked with the EU notification number and be marked as 'confidential'.
2. Applicant shall also name a single contact person with his/her detailed contact information including email, telephone, visiting address and postal address in case of clarification during prequalification process.
3. For convenience and efficiency, the employer would like to see the application structured according to the numbering in Section III.2) and should contain the requested information in the respective categories. The employer reserves the right to disregard information not placed in the herefore provided categories. Indications of earlier applications are not sufficient for verification.
4. With the Request to Qualify the applicant agrees to a change in the person of the employer. It cannot be ruled out that during the tendering process, a different person e.g. within the Vattenfall Group becomes the employer.
5. The obligation to provide third party certificates does not apply if and when a similar register is not kept or registration is not required. The applicant has to demonstrate and explain this.
6. In the context of the previous item 5 foreign applicants are encouraged to provide comparable third party certificates. Their equivalence is to be demonstrated. The entire application is to be written in English, including respective proofs and appendixes. If an official document or third party certificate is not written in Danish or English, a literal translation must be provided by a sworn interpreter.
7. An applicant may, also as a member of an applicant consortium, also refer to the skills of third companies (such as subcontractors) in demonstrating the suitability. Then the applicant must submit proof for the other company regarding the items III.2.1) and III.2.3). The obligation to submit proof for the technical capacity (III.2.3) is limited to the part or the parts of services, for which the third company shall be responsible. In addition, the applicant has to demonstrate that the necessary resources are made available by the third company. This can be carried out by a personally signed letter of commitment from the other company or the other companies respectively. An applicant cannot use the financial strength of a subcontractor to demonstrate the financial capability of the applicant itself.
8. Vattenfall reserves the right to demand further statements and proof (including minimum requirements). Furthermore, it reserves the right to request a personal presentation or visit of company or reference site of a candidate to verify for example the self-declarations. Applicants are not entitled to claim an additional demand or a visit or to do a personal presentation.
9. Questions are exclusively to be sent via email to the contact point until 7 calendar days before the application deadline. Thereafter, incoming questions are not considered. The employer will try to reply in a timely manner.
10. Request to participate shall be delivered to the contact person in I.1 no later than the date and time stated in section IV.3.4.
11. Applications will be evaluated. Applicant's performances will be assessed and valued using the general information as requested in this Contract Notice. Specific information in the

application regarding the Environmental management system, HSE management system, HSE statistics and technical capacity according to the references, applicants capability and sub-suppliers as mentioned in section III.2.3 will be scored which results in a ranking of the Applicants. For ranking purpose, weighting for each item included in section III.2.3 is as follows: P-30 %, Q-10 %, R-30 %, S-10 %, T-10 % and U-10 %. The Applicants with the highest ranking will be selected as Tenderers (maximum 5). In case the final rankings of two applicants are equal, the applicant with the most relevant reference will be selected. The specifications for contract awarding will be described in the tender documents. For reasons of maximum transparency, the employer announces some general rules in advance. There is, however, no entitlement for employer to comply with them. Therefore, specifications and changes can occur in the context of the ITT.

Contract awarding requires the approval of the employer's boards. Contract awarding is subject to existing permits under public law. Contract awarding is subject to the economically viable implementation of the services to be determined by the employer.

## 12. Joint Ventures Requirements

If the Respondent is a Joint Venture of two or more legal entities (herein referred to as "Joint Venture" or "JV") whether incorporated or unincorporated - the following additional requirements apply:

12.1. The obligations, risks and liabilities imposed on the Respondent by the tender process and / or by any agreement as a result of this tendering process, if awarded, shall be guaranteed by the partners in that Joint Venture jointly and severally. The Respondents Application and any resulting tender and/or agreement shall be signed for each of those parties by the person or persons authorized to make legally valid commitments;

12.2. At Conditional Contract Award, the Respondent shall submit proof that the agreement amongst the Joint Venture partners provides that:

a) if a Joint Venture partner goes into liquidation or has a receiving order issued against it, such partner will consent to, and the other partner(s) shall procure that all construction equipment, including without limitation tools, computer programs, and software furnished by the partner in question, and all subcontracts entered into by it, shall continue to be available, or, as the case may be, shall be assigned to the other partner(s), and

b) the structure and membership of the Joint Venture shall be maintained throughout the validity period of the tender and/or agreement;

c) statement to evidence that the Joint Venture is registered in the register of companies.

12.3. The following information shall be included in the Respondents Application:

d) the full legal name, interest and role of each of the partners in the Joint Venture;

e) the full legal name of the partner nominated to act as manager of the Joint Venture and who, in such capacity, is authorized or shall be authorized to incur liabilities and enter into contractual relationships with third parties, including settlement of any disputes hereunder, to receive and act upon instruction from Vattenfall, to make and receive payments, all on behalf of the Joint Venture.

f) statement to evidence that the Joint Venture partners are jointly & severally liable.

g) statement of consent of the parent of each Joint Venture partners that the respective subsidiary has entered into the Joint Venture for the purpose of this Contract.

h) each Joint Venture partner shall have the reputable and healthy financial standing necessary to execute the announced Contract with the corresponding risk profile. In case of a Joint Venture the yearly combined turnover average over the last three years will be minimal 4.5 (four and one half) times of the value of the Contract. To evidence the aforementioned, full audited, consolidated annual reports, including management report and explanatory notes and with a non-qualified auditor opinion, for the most recent three years for each of the Joint Venture partners. Additionally each Joint Venture partner shall provide financial information

that relates specifically to the field of business related to the scope of the announced Contract.

i) statement of willingness from each of the Joint Venture partners that at contract award, each is willing to issue security for any advance payments with advance payment bonds in a form and amount acceptable to Vattenfall and by an independent, third party bank with a minimum rating of A-/A3 (rating by Standard Poor's and/or Moody's).

j) statement of willingness from each of the Joint Venture partners that at contract award, each is willing to issue performance bonds of approx. 10 % of the price of the works, valid until take over of the works, in a form and amount acceptable to Vattenfall and issued by an independent third party bank with a minimum A-/A3 (rating by Standard Poor's and/or Moody's). Price of works means the agreed net amount to be stated in the contract for design, execution and completion of the works and the remedying of any defects and excludes adjustments (if any) in accordance with the contract.

12.4. The Joint Venture shall remain unchanged throughout the whole procedure for the settlement of Contract. If unforeseen circumstances require a change in the composition of such consortium, the awarding entity may allow such change at its sole discretion provided that the change does not distort competition amongst the Tenderers.

#### **VI.4. Procedures for review**

##### **VI.4.1. Review body**

Official name: Klagenævnet for Udbud

Postal address: Kampmannsgade 1

Town: Copenhagen

Postal code: 1780

Country: Denmark

E-mail: [klfu@erst.dk](mailto:klfu@erst.dk)

Telephone: +45 33307000

Fax: +45 33307600

Internet address: [www.klfu.dk](http://www.klfu.dk)

##### **VI.4.2. Review procedure**

Precise information on deadline(s) for review procedures: The statutory deadline for complaints, according to Danish law, is 30 calendar days calculated from when the applicant receives notice on the prequalification result. No later than concurrently with filing a complaint with the complaint board (Klagenævnet for Udbud), the claimant shall in writing notify the contracting entity of the alleged violation and that the claim will be filled with the complaints board.

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

Official name: Konkurrence- og forbrugerstyrelsen

Postal address: Carl Jacobsens vej 35

Town: Valby

Postal code: 2500

Country: Denmark

E-mail: [kfst@kfst.dk](mailto:kfst@kfst.dk)

Telephone: +45 41715000

Fax: +45 41715100

Internet address: [www.kfst.dk](http://www.kfst.dk)

#### **VI.5. Date of dispatch of this notice**

23.11.2012