

United Kingdom-Belfast: Firefighting vehicles
OJ S 232/2013 29/11/2013
Contract notice – utilities
Supplies

Directive 2004/17/EC

Section I: Contracting entity

I.1. Name and addresses

Official name: Belfast City Airport Limited
Postal address: Sydenham Bypass
Town: Belfast
Postal code: BT3 9JH
Country: United Kingdom
For the attention of: Seamus MacMahon
E-mail: seamus.macmahon@belfastcityairport.com
Telephone: +44 2890935131

Internet address(es):

General address of the contracting entity: <http://www.belfastcityairport.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

Airport-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

Procurement of Fire Vehicles.

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

Supplies

A combination of these

Main site or place of performance: George Best Belfast City Airport.

NUTS code UKN01 Belfast

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 years: 4

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

Estimated value excluding VAT

Range: between 795 000 and 2 385 000 GBP

Frequency and value of the contracts to be awarded: The Contracting Authority wishes to enter into a framework agreement with a single provider under which the Contracting Authority may (but does not give any commitment or undertaking to do so by entering into the framework agreement) purchase or lease up to 3 aerodrome rescue and fire-fighting foam producing vehicle(s). The Contracting Authority also may (but does not give any commitment or undertaking to do so by entering into the framework agreement) purchase training, maintenance and support services and supply of spare parts from the successful bidder, and the range in scope of estimated value above reflects the potential variation in the Contracting Authority's requirements from potential (but not committed) purchase of one vehicle (including whole life maintenance) to potentially up to three vehicles (and whole life maintenance for each of the vehicles). In each case the whole life maintenance is estimated to be a period of 15 years from the date of successful commissioning of the vehicles.

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

This procurement relates to the potential supply of aerodrome rescue and fire-fighting foam producing vehicles(s) to the Contracting Authority under the terms of a framework agreement. The Contracting Authority wishes to enter into the framework agreement with a single provider, which framework agreement sets out the terms upon which the Contracting Authority may (but does not commit or give any undertaking to do so) purchase or lease up to 3 aerodrome rescue and fire-fighting foam-producing vehicles ("Vehicles") and purchase training, maintenance and support services and supply of spare parts. It is currently anticipated that the framework agreement will, subject to any earlier termination in accordance with its terms, continue for a period of four (4) years from commencement. The Contracting Authority may call off purchase/leasing of Vehicles and supply of services under the terms of the framework agreement by way of a call-off agreement that sets out the commercial terms of each purchase ("Call-Off Agreement"). Each Call-Off Agreement (if any) will be entered into in accordance with the process described in, and the terms of, the framework agreement. It is anticipated currently that any Call-Off Agreement entered into during the term of the framework agreement will continue for the whole life of the Vehicles and require whole life maintenance (estimated to be a period of 15 years from the date of successful commissioning of the Vehicle(s)).

Further details are available in the Project Information Memorandum and Pre-Qualification Questionnaire available on request from the contact point referred to above.

II.1.6. CPV code(s)

34144210 Firefighting vehicles, 34144213 Fire engines, 35112000 Rescue and emergency equipment, 50100000 Repair, maintenance and associated services of vehicles and related equipment, 50110000 Repair and maintenance services of motor vehicles and associated equipment

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: yes

II.2. Scope of the procurement

II.2.1. Total quantity or scope

II.2.2. Information about options

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: 48 (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 performance bonds, retention bonds, deposits, parent company guarantees or other forms of undertaking or security to ensure proper contractual performance.

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

As set out in the contract documentation, which will be provided to all bidders invited to take part in the negotiation process.

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

Subject to the status and involvement of the parties, the Contracting Authority may require the parties to commit to joint and several liability in respect of the framework agreement. Alternatively the Contracting Authority may require the lead operator to take total responsibility or a consortium to form a legal entity and provide parent company guarantees before entering into any framework agreement.

III.1.4. Contract performance conditions

The performance of the contract is subject to particular conditions: yes
Description of particular conditions: The conditions applicable to the framework agreement are set out in the Pre-Qualification Questionnaire, Project Information Memorandum, Invitation to Negotiate and draft framework agreement. It will be a condition of the framework agreement that the successful bidder's staff obtain and maintain full security clearance for working airside during the term of the framework agreement. If any material elements of the framework agreement will be sub-contracted, sub-contractors must be identified and complete the relevant sections of the Pre-Qualification Questionnaire.

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 specified in the Pre-Qualification Questionnaire.

III.2.2. Economic and financial ability

List and brief description of conditions: The minimum standards to be met by the bidder are specified in full in the Pre-Qualification Questionnaire (available on request from the contact point specified above) and include, without limitation: minimum insurance coverage in relation

to: (a) Employer's liability insurance of GBP 10 million (each and every claim); (b) Public liability insurance of GBP 5 million (each and every claim); (c) product liability insurance of GBP 10 million (each and every claim); and (d) airside liability insurance of GBP 20 million (each and every claim).

III.2.3. Technical and professional ability

List and brief description of conditions: The minimum standards to be met by the successful bidder are specified in full in the Pre-Qualification Questionnaire.

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

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

IV.3.2. Previous publication concerning this procedure

no

IV.3.3. Conditions for obtaining specifications and additional documents

(except for a DPS)

Time limit for receipt of requests for documents or for accessing documents: ..

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

20.12.2013 - 12:00

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:
no

VI.3. Additional information

The Pre-Qualification Questionnaire and Project Information Memorandum are available on request from the contact point set out in section 1 of this notice.

The costs of responding to this OJEU notice and participation in the procurement will be borne by each bidder. All discussions and correspondence will be deemed strictly subject to contract until the formal framework agreement is entered into. Bidders should note that only once the Contracting Authority has entered into a Call-Off Agreement under the framework agreement will there be a binding commitment to purchase any Vehicles and/or services. The framework agreement will not be binding until it has been signed and dated by the authorised representatives of both parties. Bidders that satisfy the requirements of the pre-qualification process may be offered the opportunity of a site visit to inspect the Contracting Authority's current vehicles and the areas in which associated services are required. Further details will be provided by the Contracting Authority in due course. Bidders should note that continued whole life maintenance of the existing fleet of vehicles does not form part of this procurement and will continue to be carried out by the existing supplier.

All bidders must maintain the validity of their tender for 6 months from the date stated for receipt of the tender.

VI.4. Procedures for review

VI.4.1. Review body

Official name: Please refer to section VI.4.2 of this notice

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 all bidders. The standstill period provides time for unsuccessful bidders to challenge the award decision before the framework agreement is entered into. The Utilities Contracts Regulations 2006 (as amended) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (Northern Ireland).

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

VI.5. Date of dispatch of this notice

27.11.2013