

United Kingdom-Belfast: Support services for air transport
OJ S 229/2014 27/11/2014
Contract notice – utilities
Services

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: Raymond Hooke
E-mail: raymond.hooke@belfastcityairport.com
Telephone: +44 2890939093
Fax: +44 2890939094

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

Fuel farm management and into-plane services agreement.

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

Services

Service category No 3: `Air transport services of passengers and freight, except transport of mail

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 notice involves a public contract

II.1.4. Information about framework agreement

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

Belfast City Airport ('BCA') is seeking to appoint an operator to provide services and operate facilities for the purposes of aviation fuel distribution, into-plane and refuelling operations at George Best Belfast City Airport ('Airport') throughout hours of operation at the Airport (as detailed in section 3 of the Project Information Memorandum available on request from the address detailed at section I.1 above). It is currently anticipated that the key role of the appointed party will be to assist BCA in its objective to provide at the airport: (1) a safe, cost efficient and operationally effective system for receipt, storage and distribution of jet fuel to operating aircraft; (2) at all times ensure that an adequate stock of fuel is available in order to provide uninterrupted service to operating aircraft; (3) full management responsibility for the operation of the fuel facility, to include: (a) ensuring product quality assurance; (b) providing stock management services; (c) performing into-plane operations in line with all appropriate industry standards; and (d) maintaining a management system for health, safety and environmental matters (including issuing risk assessments where appropriate).

The successful operator will be responsible for the overall management and provision of the services in accordance with principles of open and fair access to all fuel suppliers.

The operator will assist BCA with the management of the financial and operational aspects of the relationship with operating airlines, including calculation and collection of fees in respect of services delivered.

The operator may be required to transfer into its employment the staff currently employed by the incumbent operator and in doing so, must abide by all relevant TUPE Regulations.

The operator will utilise BCA's facilities and equipment to provide the Services and operate the fuel facilities, including refuelling bowsers. Full details of the equipment which will be made available can be found at Annex B of the Project Information Memorandum. BCA will retain ownership of the fuelling facilities, associated equipment and infrastructure at BCA. The successful contractor will however be required to replace and refurbish certain tractor and trailer units, as detailed in the Project Information Memorandum.

Throughout the contract, the operator will be expected to: (a) provide and maintain manuals, procedures and processes for the safe and efficient operation of the facility in line with industry standards; and (b) provide, as appropriate, technical support linked to any development of the fuelling facilities, including demand forecasting, and any ongoing maintenance of the facilities.

II.1.6. CPV code(s)

63730000 Support services for air transport, 63733000 Aircraft refuelling services, 34960000 Airport 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

The below represents estimated contract value per annum.

Estimated value excluding VAT

Range: between 400 000 and 500 000 GBP

II.2.2. Information about options

Options: yes

Description of options: It is envisaged that the initial contract term may be up to 36 months with the option (exercisable at BCA's discretion) to extend (all or part of the services) for 2 consecutive periods of 12 months.

Provisional timetable for recourse to these options:
in months: 36 (from the award of the contract)

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

The Contracting Authority reserves the right to require performance 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 contract. 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 contract.

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 contract are set out in the Pre-Qualification Questionnaire, Project Information Memorandum, Invitation to Negotiate and draft contract documents. It will be a condition of the contract that the successful bidder's staff obtain and maintain full security clearance for working airside during the contract. If any material elements of the contract will be sub-contracted, sub-contractors must be identified and complete the relevant sections of the Pre-Qualification Questionnaire.

The operator will contract with BCA for provision of the services identified in section II.1.5 and BCA shall collect certain charges in respect of such services from its airline customers. The operator will also be required to commit to the following: (a) a Storage and Into-Plane Agreement detailing the terms and operational requirements to be provided on behalf of all fuel suppliers; and (b) an aviation fuel indemnity agreement (between BCA, the operator and all fuel suppliers at the Airport). For full details, please refer to Section 3 of the Project Information Memorandum.

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 upon request from the contact point specified above).

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 (available upon request from the contact point specified above).

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

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)

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

18.12.2014 - 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. All costs of responding to this notice and participating in the procurement will be borne by each bidder.

All discussions and correspondence will be deemed strictly subject to contract until the formal contract is entered into. The contract 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 areas in which services are currently provided. Further details will be provided by BCA in due course.

The Transfer of Undertakings (Protection of Employment) Regulations and/ or The Service Provision Change (Protection of Employment) Regulations 2006 may apply to the staff /operatives currently engaged in the provision of the services. Further information will be provided at the Invitation to Negotiate stage of this process. Bidders are required to seek their own advice, make their own investigations and include for this if applicable in their tender responses.

Each bidder must maintain the validity of its tender open for acceptance for a period of 6 months from the deadline for receipt of tenders.

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: BCA will incorporate a 10 calendar day standstill period at the point information on award of the contract is communicated to all bidders. The standstill period provides time for unsuccessful bidders to challenge the award decision before the contract is entered into. The Utilities Contract Regulations 2006 (as amended) provide for aggrieved parties who have been harmed or are at risk of harm by 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

25.11.2014