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Tender

## **Havant Thicket Reservoir Project - Main Works Pipeline**

Portsmouth Water

F05: Contract notice – utilities

Notice identifier: 2021/S 000-000072

Procurement identifier (OCID): ocds-h6vhtk-02878e

Published 4 January 2021, 11:08pm

### **Section I: Contracting entity**

#### **I.1) Name and addresses**

Portsmouth Water

PO Box 8, West Street

Havant

#### **Email**

[HTRprocurement@portsmouthwater.co.uk](mailto:HTRprocurement@portsmouthwater.co.uk)

#### **Country**

United Kingdom

#### **NUTS code**

UKJ31 - Portsmouth

#### **Internet address(es)**

Main address

[www.portsmouthwater.co.uk](http://www.portsmouthwater.co.uk)

Buyer's address

<http://www.portsmouthwater.co.uk/>

### **I.3) Communication**

Access to the procurement documents is restricted. Further information can be obtained at

<https://portsmouthwater.app.jaggaer.com/esop/toolkit/opportunity/opportunityDetail.do?opportunityId=50168&oppList=CURRENT>

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

<https://portsmouthwater.app.jaggaer.com/go/775362240175DB8517BC>

Tenders or requests to participate must be submitted to the above-mentioned address

### **I.6) Main activity**

Water

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## **Section II: Object**

### **II.1) Scope of the procurement**

#### **II.1.1) Title**

Havant Thicket Reservoir Project - Main Works Pipeline

#### **II.1.2) Main CPV code**

- 45240000 - Construction work for water projects

#### **II.1.3) Type of contract**

Works

#### **II.1.4) Short description**

This represents a flagship project to construct the first new strategic water resource, and

corresponding pipeline, in the South East for decades. Construction work is anticipated to start on the Havant Thicket Reservoir Project (the "Project") in 2024, for completion by 2029. The Project is socially, economically and environmentally significant. It is the product of collaborative regional water planning particularly between Portsmouth Water and Southern Water, and forms a key step in increasing water resilience in the South East.

This Contract Notice relates to the appointment of the main works contractor for pipeline construction works and contractors for a pipeline construction framework agreement, which are further described at Section II.2.4). The main reservoir works contract under the Project is the subject of a separate contract notice being published at or around the same time as this Contract Notice.

#### **II.1.5) Estimated total value**

Value excluding VAT: £79,400,000

#### **II.1.6) Information about lots**

This contract is divided into lots: No

### **II.2) Description**

#### **II.2.2) Additional CPV code(s)**

- 03000000 - Agricultural, farming, fishing, forestry and related products
- 42122000 - Pumps
- 42122100 - Pumps for liquids
- 44160000 - Pipeline, piping, pipes, casing, tubing and related items
- 44161000 - Pipelines
- 44161200 - Water mains
- 44161600 - Low-pressure pipeline
- 44162000 - Piping
- 44162500 - Drinking-water piping
- 44163160 - Distribution pipes and accessories
- 44163230 - Pipe connectors

- 44212318 - Pipeline supports
- 45000000 - Construction work
- 45112000 - Excavating and earthmoving work
- 45112100 - Trench-digging work
- 45221220 - Culverts
- 45221230 - Shafts
- 45231110 - Pipelaying construction work
- 45231112 - Installation of pipe system
- 45231300 - Construction work for water and sewage pipelines
- 45232100 - Ancillary works for water pipelines
- 45232150 - Works related to water-distribution pipelines
- 45233220 - Surface work for roads
- 45233227 - Slip road construction work
- 45240000 - Construction work for water projects
- 45317100 - Electrical installation work of pumping equipment
- 65100000 - Water distribution and related services
- 65110000 - Water distribution
- 71300000 - Engineering services
- 71310000 - Consultative engineering and construction services
- 71311000 - Civil engineering consultancy services
- 71311300 - Infrastructure works consultancy services
- 71313400 - Environmental impact assessment for construction
- 71322200 - Pipeline-design services
- 71530000 - Construction consultancy services
- 71540000 - Construction management services
- 71541000 - Construction project management services

### **II.2.3) Place of performance**

NUTS codes

- UKJ31 - Portsmouth

### **II.2.4) Description of the procurement**

The Main Works Pipeline (Pipeline) Contract and Framework Agreement encompass:

- A contract for the construction of a 4.6km long 1200/700mm dia. bi-directional pipeline running from Bedhampton pumping station to the Havant Thicket Reservoir (the 'Pipeline Contract'); and
- A framework agreement for pipeline construction works (the 'Framework Agreement').

The Pipeline Contract outturn value is estimated to be £30.9m. (Note: the values provided in this notice reflect projected outturn costs at the end of the construction periods, and are not guaranteed minimum or maximum contract values.)

The NEC4 ECC Option C (Target Cost with Activity Schedule) is the proposed form of contract for the Pipeline Contract.

The most economically advantageous Tenderer as defined in the ITT will be awarded the Pipeline Contract. In addition, it is envisaged that the highest scoring four Tenderers (including the successful Tenderer) will be admitted to the Framework Agreement. The Framework Agreement will be for a maximum period of eight (8) years.

The scope of the Framework Agreement is envisaged to extend to:

- Construction of an 8km long 600mm dia. pipeline running from Farlington water treatment works to the Nelson reservoir;
- Call off for a replacement contractor for the Pipeline Contract, in the event of early termination of such Contract; and
- Works of a similar nature to the Pipeline Contract which are connected to the Project including to Portsmouth Water's wider network.

The total estimated outturn value of the Framework Agreement is £48.5m, comprising the following estimated values of potential call-off contracts:

- i)Farlington to Nelson pipeline call-off - £14.5m
- ii)Replacement Pipeline Contractor call-off - £30.9m

### iii) Associated pipeline work call-off(s) - £3.1m

No guarantee is given that any call-offs will be made and the Framework Agreement will not be exclusive. It is also possible for the Framework Agreement to be used for only part of the scope described above, and not the full extent described. Portsmouth Water may (but shall not be obliged to) increase the number of Tenderers to be admitted to the Framework Agreement if there are sufficient Tenderers which meet the minimum requirements to be set out in the ITT. Portsmouth Water also reserves the right to admit less than four Tenderers to the Framework Agreement.

It is envisaged that the Pipeline Contract and Framework Agreement will commence in 2022. Portsmouth Water reserves the right to terminate the Pipeline Contract and Framework Agreement at any time in accordance with the contractual provisions for termination. The dates stated in II.2.7) are approximate and are subject to change.

Except as expressly set out within the procurement documentation, 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, Pipeline Contract and Framework Agreement for a clear and unequivocal variation mechanism allowing it, following award, to vary elements of the Contract and Framework Agreement. The mechanism with which Portsmouth Water may undertake such variation will be stated in the documentation to be made available to Tenderers at ITT stage.

Organisations should be aware that due to the nature of the works, any contract (including any Framework Agreement) formed as a result of this procurement process shall be executed as a deed. Organisations should seek legal advice on the implications of this prior to submitting their tenders, where appropriate. Please note that the organisations wishing to participate in this procurement are required to first agree to the confidentiality agreement accessed through the above link, in order to be given access to the full set of procurement documents.

Any queries must be made to [HTRprocurement@portsmouthwater.co.uk](mailto:HTRprocurement@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**

Value excluding VAT: £79,400,000

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

Duration in months

96

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: 4

Maximum number: 5

**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

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## **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 parent companies to provide guarantees in support of a subsidiary. Collateral warranties and other forms of security will be required as appropriate (for example, performance bond and bonds in relation to advance payment for long lead items). Further details and requirements will be provided in procurement documentation.

#### **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 Contract 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. 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 procurement documentation.

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## **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: 4

#### **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.2.1) Previous publication concerning this procedure**

Notice number: [2020/S 034-081833](#)

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

Date

15 February 2021

Local time

12:00pm

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

4 May 2021

#### **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)

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## **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 uses the negotiated procedure with prior call for competition (Utilities Contracts Regulations Reg. 47), and is being conducted in successive stages. and Accordingly, 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 outline 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 any contract or to award only part of the opportunities described in this Notice. If Portsmouth Water takes up this right, then it will not be responsible for or required to pay the expenses or losses, which may be incurred by any organisation or Tenderer resulting therefrom. 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 4-5 Applicants to invite to tender. 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 ITT. It reserves the right at any time to close negotiations and award the Contract.

Portsmouth Water undertakes to hold confidential any information provided in the proposal submitted, subject to its obligations under the law including Environmental Information Regulations 2004 (EIR) and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679). 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 endeavour 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 contracts.

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

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

High Court

Royal Court of Justice, The Strand

London

WC2A 2LL

Telephone

+44 2079476000

Country

United Kingdom

### **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 each Contract or Framework Agreement 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 a 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**

High Court

Royal Court of Justice, The Strand

London

WC2A 2LL

Telephone

+44 207476000

Country

United Kingdom