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Tender

## Smart Meter Asset, AMI Network and Data Provision

Portsmouth Water Limited

F05: Contract notice – utilities

Notice identifier: 2024/S 000-000581

Procurement identifier (OCID): ocds-h6vhtk-03eae1

Published 8 January 2024, 7:06pm

### Section I: Contracting entity

#### I.1) Name and addresses

Portsmouth Water Limited

PO Box 8, West Street

Havant, Hampshire

PO9 1LG

#### Contact

Gerry Marlow

#### Email

[gerry.marlow@portsmouthwater.co.uk](mailto:gerry.marlow@portsmouthwater.co.uk)

#### Telephone

+44 2392499888

#### Country

United Kingdom

**Region code**

UKJ - South East (England)

**National registration number**

02536455

**Internet address(es)**

Main address

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

Buyer's address

<http://portsmouthwater.delta-esourcing.com>

**I.3) Communication**

The procurement documents are available for unrestricted and full direct access, free of charge, at

<https://Portsmouthwater.delta-esourcing.com>

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

<https://Portsmouthwater.delta-esourcing.com>

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**

## Smart Meter Asset, AMI Network and Data Provision

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

- 38421100 - Water meters

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

Supplies

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

This procurement is to provide Portsmouth Water with a smart meter data network capable of securely and consistently transmitting Smart meter data and the provision of AMI Smart meter asset in accordance with Portsmouth Water's Smart Deployment Plan. This is a mixed service and supply contract. The Contractor will provide smart meters for domestic and non-household connections, as well as managing the smart meter assets (including faults/failures and aftercare). The Contractor will be required to work in collaboration with Portsmouth Water's smart meter installation Contractor, which is the subject of a separate procurement.

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

Value excluding VAT: £40,000,000

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

This contract is divided into lots: No

## **II.2) Description**

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

- 38421100 - Water meters
- 32412000 - Communications network
- 32510000 - Wireless telecommunications system
- 50411100 - Repair and maintenance services of water meters
- 65500000 - Meter reading service
- 72300000 - Data services

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

NUTS codes

- UKJ - South East (England)

Main site or place of performance

SOUTH EAST (ENGLAND)

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

This procurement is to provide Portsmouth Water with a smart meter data network capable of securely and consistently transmitting Smart meter data and the provision of AMI Smart meter asset in accordance with Portsmouth Water's Smart Deployment Plan. This is a mixed service and supply contract. The requirements are summarised as follows:

**Smart Meter Asset:** The Contractor will procure new AMI smart meter assets that will be in operation across Portsmouth Water's supply area (both domestic and non-household) as a crucial component of the overall smart network. The selected Smart Meter will be authorised for use within the UK and ideally be able to fit within Portsmouth Water's existing meter chamber estate (to potentially reduce installation costs). The meter will also have to adhere to strict quality, flow and measurement standards that will be assessed through the procurement process and stipulated as requirements in the contract documents. Portsmouth Water's requirement is to ensure the Smart Network is compatible with the meter and can demonstrate that the meter has been used successfully at scale with an existing AMI network to provide consistent data to customers. The Contractor will manage the smart meter assets, including faults, failures and aftercare. The Contractor will also be required to work in collaboration with Portsmouth Water's smart meter installation Contractor, which is the subject of a separate procurement.

**Smart Network Provision:** The Contractor will collect and transmit meter reading data for Portsmouth Water. The Contractor will provide over the air (OTA) transmission of meter reading data through a Head End System (HES) and into Portsmouth Water's systems through integration with Portsmouth Water's Meter Data Management System (MDMS). This will enable Portsmouth Water to provide rich data to customers regarding their water usage. For further detail of the goods and services to be provided, organisations are referred to the draft Service Requirements issued as part of the SQ documents. The Contract is expected to start in December 2024 and will be for a total period of 20 years, with the first 8 years to install the smart meters and a further 12 years to provide ongoing maintenance and communication services to smart meter customers. Portsmouth Water is considering the inclusion of a break clause from year 10 of the Contract. Further details will be provided in the draft Contract.

#### **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: £40,000,000

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

Duration in months

240

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: 3

Maximum number: 4

Objective criteria for choosing the limited number of candidates:

The following criteria will be assessed: 1. Management Capability 2. Meter Asset Provision 3. IT and infrastructure 4. Appropriate level of Experience: Contracts of a similar nature – case studies 5. Analytics and Reporting

**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.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers**

List and brief description of conditions

Ofcom licensing for any necessary radio or other transmissions

#### **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**

If the credit rating returns a rating of 'above average risk' or 'high risk', the contracting entity will request further financial information for review and reserves the right to require a parent company guarantee. Collateral warranties and other forms of security will be required as appropriate.

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

Portsmouth Water is not proposing to finance any capital investment in communications network infrastructure and payment arrangements will be on a goods delivered and 'data as a service' model.

#### **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.1.4) 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: [2023/S 000-021834](#)

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

Date

8 February 2024

Local time

5:00pm

#### 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: Yes

Estimated timing for further notices to be published: 8 to 12 years

### **VI.2) Information about electronic workflows**

Electronic ordering will be used

Electronic invoicing will be accepted

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 at selection-stage will be invited to submit an initial tender. Interested organisations must complete and submit a completed Selection Questionnaire by the specified closing date and time. Submissions cannot be uploaded after this return deadline. Other than the Selection Questionnaire Pack and Selection 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 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 Applicants to proceed to the next stage of the procurement. 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 and the UK GDPR. If the organisation considers that any of the information submitted in the proposal should not be disclosed because of its commercial sensitivity, then this should be stated with the reason for

considering it commercially sensitive. Portsmouth Water will then endeavour to consult with the Applicant about such commercially 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.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Havant%2C-Hampshire:-Water-meters./4NKZU8XYZJ>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/4NKZU8XYZJ>

GO Reference: GO-202418-PRO-24920875

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

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

High Court

The Strand

London

WC2A 2LL

Country

United Kingdom

### **VI.4.3) Review procedure**

Precise information on deadline(s) for review procedures

VI.4.4) Portsmouth Water will incorporate a minimum 10 calendar day 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 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

The Strand

London

WC2A 2LL

Country

United Kingdom