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Tender

DN762135 Competitive Dialogue Process for Peterborough Integrated Renewable Infrastructure (PIRI) Project

Peterborough City Council

F02: Contract notice

Notice identifier: 2025/S 000-003909

Procurement identifier (OCID): ocds-h6vhtk-04b121

Published 6 February 2025, 10:20am

Section I: Contracting authority

I.1) Name and addresses

Peterborough City Council

Sand Martin House, Bittern Way

Peterborough

PE28TY

Contact

Mrs Helga Kendall

Email

Helga.Kendall@peterborough.gov.uk

Telephone

+44 1733384593

Country

United Kingdom

Region code

UK - United Kingdom

Internet address(es)

Main address

https://www.peterborough.gov.uk/business/supplying-the-council/supply-opportunities

Buyer's address

https://www.peterborough.gov.uk/business/supplying-the-council/supply-opportunities

I.3) Communication

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

https://procontract.due-north.com/Advert/Index?advertId=a978660b-b6e3-ef11-8134-005056b64545

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

https://procontract.due-north.com/Advert/Index?advertId=a978660b-b6e3-ef11-8134-005056b64545

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title

DN762135 Competitive Dialogue Process for Peterborough Integrated Renewable Infrastructure (PIRI) Project

Reference number

DN762135

II.1.2) Main CPV code

• 65000000 - Public utilities

II.1.3) Type of contract

Services

II.1.4) Short description

The Council is seeking a long-term Development Partner to enter into a golden share corporate special purpose vehicle (Project Co) with the Council for the development and delivery of the PIRI heat and power network. Project Co shall own, operate and deliver the PIRI network. The Development Partner / Project Co will be required to provide:

- Investment
- Design and build of:
- o a new district heat (DH) network across the City
- o a new private wire (PW) network across the City

o new PERF heat offtake facility and expansion or modification of existing power offtake facility

o a new back up energy centre for the heat network

- Manage and maintain the assets
- Operate the new energy networks

- Manage the retailing of heat and electricity sales

Following completion of the procurement process, the Council will enter into a Development Agreement with the Development Partner. Under the Development Agreement the Development Partner will commercialise the PIRI network. The Development Period is intended to be a relatively short period of time that includes the following activity:

- negotiation and agreement with the Council of the offtake of heat and power from the Peterborough energy recovery facility;
- negotiation and agreement of the heat and / or power supply agreements with a number of private and public sector customers (including the Council) (as further detailed in [x] of the Descriptive Document);
- developing the financial model for the project;
- securing finance for the delivery of the PIRI network
- developing the design of the PIRI network;
- securing the necessary consents and land rights required to deliver the PIRI network;
 and
- procuring the contractors required to deliver the PIRI network.

If it is determined in accordance with the Development Agreement that the project is to be delivered by the Development Partner, the Development Agreement shall terminate, and the parties shall enter into a Shareholders' Agreement. The Shareholders Agreement shall govern the control of the parties in respect of Project Co. Under the Shareholders' Agreement the Council's rights of control will be limited to specific reserved matters.

It is anticipated that the network will provide heat and / or power to a number of private and public sector customers (including the Council) (as further detailed in the Descriptive Document) by way of contractual arrangements at the conclusion of the Development Period.

Where it is determined in accordance with the Development Agreement that the Development Partner will implement the PIRI network it is the Council's intention to enter into the connection and supply arrangements (in respect of both heat and power) with Project Co without undertaking a separate procurement.

The Contract Value is derived only from the existing TEM and therefore does not include expansion of the network.

The area of the PIRI network is within a prospective heat network zone (Heat network zoning maps - GOV.UK) and the Council is developing the project based on the Department of Energy Security and Network Zero's AZP model documentation.

II.1.5) Estimated total value

Value excluding VAT: £436,000,000

II.1.6) Information about lots

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV code(s)

- 65000000 Public utilities
- 71314000 Energy and related services

II.2.3) Place of performance

NUTS codes

• UK - United Kingdom

II.2.4) Description of the procurement

The Council is seeking a long-term Development Partner to enter into a golden share corporate special purpose vehicle (Project Co) with the Council for the development and delivery of the PIRI heat and power network. Project Co shall own, operate and deliver the PIRI network. The Development Partner / Project Co will be required to provide:

- Investment
- Design and build of:
- o a new district heat (DH) network across the City
- o a new private wire (PW) network across the City

o new PERF heat offtake facility and expansion or modification of existing power offtake facility

o a new back up energy centre for the heat network

- Manage and maintain the assets
- Operate the new energy networks
- Manage the retailing of heat and electricity sales

Following completion of the procurement process, the Council will enter into a Development Agreement with the Development Partner. Under the Development Agreement the Development Partner will commercialise the PIRI network. The Development Period is intended to be a relatively short period of time that includes the following activity:

- negotiation and agreement with the Council of the offtake of heat and power from the Peterborough energy recovery facility;
- negotiation and agreement of the heat and / or power supply agreements with a number of private and public sector customers (including the Council) (as further detailed in [x] of the Descriptive Document);
- developing the financial model for the project;
- securing finance for the delivery of the PIRI network
- developing the design of the PIRI network;
- securing the necessary consents and land rights required to deliver the PIRI network;
 and
- procuring the contractors required to deliver the PIRI network.

If it is determined in accordance with the Development Agreement that the project is to be delivered by the Development Partner, the Development Agreement shall terminate, and the parties shall enter into a Shareholders' Agreement. The Shareholders Agreement shall govern the control of the parties in respect of Project Co. Under the Shareholders' Agreement the Council's rights of control will be limited to specific reserved matters

It is anticipated that the network will provide heat and / or power to a number of private and public sector customers (including the Council) (as further detailed in the Descriptive Document) by way of contractual arrangements at the conclusion of the Development Period.

Where it is determined in accordance with the Development Agreement that the Development Partner will implement the PIRI network it is the Council's intention to enter into the connection and supply arrangements (in respect of both heat and power) with

Project Co without undertaking a separate procurement.

The estimated value of electricity and heat income received by Project Co will be approximately £436m over a 40 year operating period. This includes variable, standing and connection charges and excludes inflation. The Project Company will continue to own the PIRI network following this period"

Capex Value: £82m which is before the assumed £13.5 GHNF capital.

The area of the PIRI network is within a prospective heat network zone (Heat network zoning maps - GOV.UK) and the Council is developing the project based on the Department of Energy Security and Network Zero's AZP model documentation.

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: £436,000,000

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

Duration in months

12

This contract is subject to renewal

No

II.2.9) Information about the limits on the number of candidates to be invited

Envisaged number of candidates: 3

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: Yes

Description of options

Extension of agreements at the discretion of the contracting authority

II.2.13) Information about European Union Funds

The procurement is related to a project and/or programme financed by European Union funds: No

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

Section IV. Procedure

IV.1) Description

IV.1.1) Type of procedure

Competitive dialogue

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: <u>2024/S 000-034560</u>

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

Date

10 March 2025

Local time

12:00pm

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: 12 (from the date stated for receipt of tender)

Section VI. Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

VI.4) Procedures for review

VI.4.1) Review body

High Court of England and Wales

7 The Rolls Building, Fetter Lane

London

E4A 1NL

Country

United Kingdom