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Tender

Water Supply and Services Framework

Surrey County Council
Dukefield Energy Limited

F02: Contract notice

Notice identifier: 2025/S 000-005909

Procurement identifier (OCID): ocids-h6vhtk-04e42d

Published 19 February 2025, 3:24pm

Section I: Contracting authority

I.1) Name and addresses

Surrey County Council

Woodhatch Place

Reigate

RH2 8EF

Email

chloe.sharpe2@reading.gov.uk

Country

United Kingdom

Region code

UKJ25 - West Surrey

Internet address(es)

Main address

<https://supplierlive.proactisp2p.com/Account/Login>

I.1) Name and addresses

Dukefield Energy Limited

167 Chorley New Road

Bolton

BL1 4RA

Contact

Steve Davies

Email

steve.davies@dukefieldprocurement.co.uk

Telephone

+44 7966040564

Country

United Kingdom

Region code

UKD3 - Greater Manchester

Internet address(es)

Main address

<https://supplierlive.proactisp2p.com/Account/Login>

I.2) Information about joint procurement

The contract involves joint procurement

The contract is awarded by a central purchasing body

I.3) Communication

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

<https://supplierlive.proactisp2p.com/Account/Login>

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

<https://supplierlive.proactisp2p.com/Account/Login>

I.4) Type of the contracting authority

Body governed by public law

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title

Water Supply and Services Framework

Reference number

SCC/DE/WATER/01

II.1.2) Main CPV code

- 65100000 - Water distribution and related services

II.1.3) Type of contract

Services

II.1.4) Short description

The Contracting Authority wishes to establish a Framework Agreement to meet the water supply and services needs of public sector organisations.

The framework will address the provision of services that facilitate the supply of metered and unmetered water, metered and unmetered wastewater, trade effluent services and ancillary services.

The framework will be open for use by all contracting authorities across the UK public sector (and any future successors to these organisations). These include (but not limited to) central government departments and agencies, Non Departmental Public Bodies, NHS bodies, Local Authorities, Police Authorities, Emergency Services, Educational Establishments, Hospices, Registered Charities, National Parks and Registered Social Landlords.

Full details of the classification of eligible end user establishments and geographical areas is available at:

<https://www.dukefieldenergy.co.uk/fts-eligible-users>

There will be a single framework Lot. There will be a maximum of 6 suppliers awarded a place on the framework.

II.1.5) Estimated total value

Value excluding VAT: £400,000,000

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
- 39370000 - Water installations

- 42122130 - Water pumps
- 50411100 - Repair and maintenance services of water meters
- 60600000 - Water transport services
- 65100000 - Water distribution and related services
- 71314000 - Energy and related services
- 71631430 - Leak-testing services
- 71800000 - Consulting services for water-supply and waste consultancy
- 90713100 - Consulting services for water-supply and waste-water other than for construction

II.2.3) Place of performance

NUTS codes

- UK - United Kingdom

II.2.4) Description of the procurement

The Contracting Authority wishes to establish a Framework Agreement to meet the water supply and services needs of public sector organisations.

The framework will address the provision of the supply of metered and unmetered water, metered and unmetered wastewater, trade effluent services and ancillary services.

The framework will be open for use by all contracting authorities across the UK public sector (and any future successors to these organisations). These include (but not limited to) central government departments and agencies, Non Departmental Public Bodies, NHS bodies, Local Authorities, Police Authorities, Emergency Services, Educational Establishments, Hospices, Registered Charities, National Parks and Registered Social Landlords.

Full details of the classification of eligible end user establishments and geographical areas is available at:

<https://www.dukefieldenergy.co.uk/fts-eligible-users>

There will be a single framework Lot. There will be a maximum of 6 suppliers awarded a place on the framework.

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: £400,000,000

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

Duration in months

48

This contract is subject to renewal

No

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: Yes

Description of options

48 month(s) from the commencement date, with 36 initial month(s) and option to extend 1x12 month(s).

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

Open procedure

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: 6

In the case of framework agreements, provide justification for any duration exceeding 4 years:

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

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

Date

24 March 2025

Local time

12:00pm

IV.2.4) Languages in which tenders or requests to participate may be submitted

English

IV.2.7) Conditions for opening of tenders

Date

24 March 2025

Local time

12:00pm

Section VI. Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: No

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

Surrey County Council's Internal Reference Number is SCC/DE/WATER/01.

The framework is being delivered by Surrey County Council and its partners Dukefield Energy Ltd (who are a subsidiary of Dukefield Ltd). Dukefield Energy Ltd are acting as agents of Surrey County Council in the development and ongoing contract management of this framework.

The contracting authority will be using an eTendering system to conduct the procurement exercise. To access the procurement documentation suppliers must register their company details on the ProActis system at: <https://supplierlive.proactisp2p.com/Account/Login>

The tender is available from the opportunities menu on the login page of the site.

The contracting authority shall not be under any obligation to accept the lowest tender or indeed any tender. Surrey County Council expressly reserves the rights:

- (a) to terminate the procurement process and not to award any contract as a result of the procurement process at any time;
- (b) to make whatever changes it may see fit to the content and structure of the procurement as detailed within the tender documentation;
- (c) to award a contract covering only part of the it's requirements if explicitly detailed within the tender documentation;
- (d) to disqualify any organisation from the process that canvasses any employee of the Contracting Authority during the procurement process or standstill period if applicable;

(e) seek clarifications to tender responses on the basis that any clarification sought will not confer any undue competitive advantage in the favour of any supplier from whom such clarifications are being sought;

(f) where the contracting authority can evidence that there is a conflict of interest, either personal or in consideration of any organisation bidding for the contract, the contracting authority shall have the explicit right to immediately exclude that person or organisation from the tender process entirely;

(g) where the contracting authority has engaged in any pre-market soft testing prior to the commencement of the procurement process, the contracting authority reserves the right to name any organisation that has been involved in these discussions and release any and all specifications/ discussion documents to the market where appropriate to the subject matter of this procurement;

(h) the contracting authority will not be liable for any costs incurred by tenderers;

(i) the value of the framework provided in section II.1.5) is only an estimate and the contracting authority will not guarantee any business through this framework agreement;

and

(j) the contracting authority wishes to establish a framework agreement open for use by all Public Sector Bodies as stated in II.1.4).

Tenderers should note, in reference to section IV.1.3), envisaged maximum number of participants to the framework:

Where, following the evaluation of bids, more than one tenderer is tied with the same final evaluation score and are ranked in the last supplier award position, each of these tenderers shall be deemed to occupy the last framework agreement contract award position for the framework for the purpose of calculating the maximum number of suppliers under the framework.

The contracting authority will award a framework agreement to additional tenderers beyond the stated maximum number, where their final evaluation score (s) is within 0.5% of the last placed position.

For the avoidance of doubt, the last placed position in respect of this framework is sixth place. Therefore, tenderers within 0.5%, along with the tenderer in last placed position, shall be deemed to occupy the last framework agreement contract award position for the framework.

VI.4) Procedures for review

VI.4.1) Review body

Court of Justice

London

Country

United Kingdom

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures

Surrey County Council will incorporate a minimum 10-day standstill period at the point information on the award of contract is communicated to tenderers.

Bidders who are unsuccessful shall be informed by the Contracting Authority as soon as possible after the decision is made as to the reasons why the bidder was unsuccessful.

If an appeal regarding the award of the contract has not been successfully resolved, the Public Procurement Regulations provide for the aggrieved parties who have been harmed or who are at risk of harm by the breach of the rules to take action in the High Court (England, Wales and Northern Ireland).

Any action must be generally brought within 3 months. If a declaration of ineffectiveness is sought, any such action must be brought within 30 days where the Contracting Authority has communicated the award of the contract and a summary of reasons to tenderers, or otherwise within 6 months of the contract being entered into.

Where a contract has not been entered into, the Court may order the setting aside of the award decision or order the Contracting Authority to amend any document and may award damages. If the Contract has been entered into the Court may, depending on the circumstances, award damages, make a declaration of ineffectiveness, order the Contracting Authority to pay a fine, and/or order that the duration of the contract be shortened.

The purpose of the standstill period referred to above is to allow the parties to apply to the Courts to set aside the award decision before the contract is entered into.