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Contract

## **Dfl:2309911-Belfast Tidal Flood Alleviation Scheme**

Department for Infrastructure - Rivers

F20: Modification notice

Notice identifier: 2024/S 000-011302

Procurement identifier (OCID): ocds-h6vhtk-02e5d8

Published 8 April 2024, 3:37pm

### **Section I: Contracting authority/entity**

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

Department for Infrastructure - Rivers

49 Tullywiggan Road

Cookstown

BT80 8SG

#### **Contact**

Owen McGivern

#### **Email**

[Owen.mcgivern@infrastructure-ni.gov.uk](mailto:Owen.mcgivern@infrastructure-ni.gov.uk)

#### **Telephone**

+44 2886768340

#### **Country**

United Kingdom

**Region code**

UK - United Kingdom

**Internet address(es)**

Main address

<https://etendersni.gov.uk/epps/cft/prepareViewCfTWS.do?resourceId=2309911>

Buyer's address

<https://www.infrastructure-ni.gov.uk/>

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**Section II: Object**

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

**II.1.1) Title**

DfI:2309911-Belfast Tidal Flood Alleviation Scheme

Reference number

612601EK

**II.1.2) Main CPV code**

- 45220000 - Engineering works and construction works

**II.1.3) Type of contract**

Works

**II.2) Description**

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

- 45240000 - Construction work for water projects
- 45200000 - Works for complete or part construction and civil engineering work

**II.2.3) Place of performance**

NUTS codes

- UKN0 - Northern Ireland

#### **II.2.4) Description of the procurement at the time of conclusion of the contract:**

The objective of this procurement was for the provision of Develop and Build services by an Economic Operator's Team (EOT). The EOT will complete the detailed develop and build of a tidal flood defence for Belfast along the tidal reach of the River Lagan, The defence is approx. 8.6km long from Stranmillis Weir on Lockview Road to Northern Road in Belfast Harbour Estate. The defence will comprise a combination of concrete flood walls, sheet pile flood walls, and bored pile flood walls, walls with security fencing / railings, glass flood walls, demountable barriers (normally installed and normally stored), temporary barriers and flood gates. The contract also includes demolition of existing boundary walls along the line of defence, wall cladding, back drainage, hard and soft landscaping along the scheme, Landowner and Stakeholder consultations, all necessary permissions, licences, permits, consents and approvals, and completion of Lands Agreements.

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

Duration in months

36

#### **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 IV. Procedure**

### **IV.2) Administrative information**

#### **IV.2.1) Contract award notice concerning this contract**

Notice number: [2021/S 000-024169](#)

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## Section V. Award of contract/concession

### Contract No

1

### V.2) Award of contract/concession

#### V.2.1) Date of conclusion of the contract/concession award decision:

25 January 2024

#### V.2.2) Information about tenders

The contract/concession has been awarded to a group of economic operators: No

#### V.2.3) Name and address of the contractor/concessionaire

Charles Brand Group Ltd

Rosemount House 21-23 Sydenham Road

Belfast

BT3 9HA

Email

[info@charlesbrand.com](mailto:info@charlesbrand.com)

Telephone

+44 2890455531

Country

United Kingdom

NUTS code

- UKN0 - Northern Ireland

National registration number

NI622052

Internet address

<https://charlesbrand.com>

The contractor/concessionaire is an SME

No

**V.2.4) Information on value of the contract/lot/concession (at the time of conclusion of the contract;excluding VAT)**

Total value of the procurement: £16,990,057.20

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## **Section VI. Complementary information**

### **VI.3) Additional information**

CPD, in its capacity as a Central Purchasing Body, is administering this procurement on behalf of the Contracting Authority.. . The. Contracting Authority expressly reserves the right:. . i. not to award any contract/framework agreement as a result of the procurement. process commenced by publication of this notice or to cancel the procurement at any stage; and. ii. to make whatever changes it may see. fit to the content and structure of the tendering competition. . and in no circumstances will the Authority be liable for any costs incurred. by Economic Operators or Candidates. Any expenditure, work or effort undertaken prior to contract award is accordingly at the sole risk. of the Economic Operator or Candidate participating in this procurement process. This project will be used to progress the Government's. wider social, economic and environmental objectives.. . No business whatsoever is guaranteed under any resulting framework agreement. or contract indeed there is no guarantee that any framework agreement or contract will be put in place in relation to this notice. No. compensation etc will be paid if a contract or framework agreement is withdrawn for any reason. Economic Operators should take part in. this process only on the basis that they fully understand and accept this position. ..

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

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

The Royal Courts of Justice

Chichester Street

Belfast

BT1 3JF

Email

[adminoffice@courtsni.gov.uk](mailto:adminoffice@courtsni.gov.uk)

Telephone

+44 3002007812

Country

United Kingdom

Internet address

<https://www.justice-ni.gov.uk>

#### **VI.4.2) Body responsible for mediation procedures**

RICS

9-11 Corporation Square, Belfast BT1 3AJ

Belfast

BT1 3AJ

Telephone

+44 2476868555

Country

United Kingdom

Internet address

<https://www.rics.org>

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

Precise information on deadline(s) for review procedures

This procurement is governed by the Public Contracts Regulations 2015 and provides for

economic operators who have suffered, or who risk suffering, loss, or damage, as a consequence of an alleged breach of the duty owed in accordance with Regulation 91 to start proceedings in the High Court. A standstill period commenced at the point information on the award of the contract was communicated to tenderers. That notification provided information on the award decision. The standstill period, which was for a minimum of 10 calendar days provided time for unsuccessful tenderers to challenge the award decision before the contract was entered into.

#### **VI.4.4) Service from which information about the review procedure may be obtained**

Construction Procurement Delivery CPD, Department of Finance NI

Clare House 303 Airport Road West

Belfast

BT3 9ED

Country

United Kingdom

Internet address

<https://www.finance-ni.gov.uk/contact>

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## **Section VII: Modifications to the contract/concession**

### **VII.1) Description of the procurement after the modifications**

#### **VII.1.1) Main CPV code**

- 45220000 - Engineering works and construction works

#### **VII.1.2) Additional CPV code(s)**

- 45240000 - Construction work for water projects
- 45200000 - Works for complete or part construction and civil engineering work

#### **VII.1.3) Place of performance**

NUTS code

- UKN0 - Northern Ireland

**VII.1.4) Description of the procurement:**

The objective of this procurement was for the provision of Develop and Build services by an Economic Operator's Team (EOT). The EOT were appointed to complete the detailed develop and build of a tidal flood defence for Belfast along the tidal reach of the River Lagan, The defence is approx. 8.6km long from Stranmillis Weir on Lockview Road to Northern Road in Belfast Harbour Estate. The defence design shall comprise a combination of concrete flood walls, sheet pile flood walls, and bored pile flood walls, walls with security fencing / railings, glass flood walls, demountable barriers (normally installed and normally stored), temporary barriers and flood gates. The contract also included for the demolition of existing boundary walls along the line of defence, wall cladding, back drainage, hard and soft landscaping along the scheme, Landowner and Stakeholder consultations, all necessary permissions, licences, permits, consents and approvals, and completion of Lands Agreements.

**VII.1.5) Duration of the contract, framework agreement, dynamic purchasing system or concession**

Duration in months

36

**VII.1.6) Information on value of the contract/lot/concession (excluding VAT)**

Total value of the contract/lot/concession:

£32,800,000

**VII.1.7) Name and address of the contractor/concessionaire**

Charles Brand Group Ltd

Rosemount House 21-23 Sydenham Road

Belfast

BT3 9HA

Email

[info@charlesbrand.com](mailto:info@charlesbrand.com)

Telephone

+44 2890455531

Country

United Kingdom

NUTS code

- UKN0 - Northern Ireland

National registration number

NI622052

Internet address

<https://charlesbrand.com>

The contractor/concessionaire is an SME

No

## **VII.2) Information about modifications**

### **VII.2.1) Description of the modifications**

Nature and extent of the modifications (with indication of possible earlier changes to the contract):

Need for modification brought about by circumstances which a diligent contracting authority/entity could not have foreseen, 72(1)(b) and 72(1)(c) of The Public Contracts Regulations

Modification to allow for changes to the law, design development, changes required by third party stakeholders and modifications due to unforeseen elements of work prior to and during construction. The estimated value of the contract is increased by approximately £15m. The scope and nature of the works remains unchanged and the works continue to be carried out at the same general location as indicated at tender stage.

### **VII.2.2) Reasons for modification**

Need for modification brought about by circumstances which a diligent contracting authority/entity could not foresee.

Description of the circumstances which rendered the modification necessary and explanation of the unforeseen nature of these circumstances:

Description of the circumstances which rendered the modification necessary and explanation of the unforeseen nature of these circumstances:

During the ongoing development, construction and engagement a number of necessary modifications have been identified which a diligent contracting authority/entity could not have foreseen, Modification of contract governed by The Public Contracts Regulations. 'The main modifications have come about because of (i). Application of X1 inflation; (ii). Changes to the repositioning of flood defenses on 3rd party lands and associated delays. These and other more minor modifications include:

1. The change in the law restricting the entitlement to use rebated diesel ("red diesel") for most sectors including construction from April 2022.
2. Impact of hyperinflation on construction materials.
3. Change in defense wall construction type;
4. A need to advance the tree clearance/ground investigations along the flood defense route ahead of the construction start;
5. Design changes and landowner driven reinstatement changes;
6. Dealing with numerous unrecorded utility intervention requirements and delays by existing utility companies in moving services;
7. Variable and Unfavorable ground conditions affecting design solution including seepage analysis,
8. The need for stop logs at Clarendon Dock

These modifications above have not changed the scope of this contract, and each modification has been assessed and implemented in line with the terms of the contract.

### **VII.2.3) Increase in price**

Updated total contract value before the modifications (taking into account possible earlier contract modifications, price adaptations and average inflation)

Value excluding VAT: £16,990,057.20

Total contract value after the modifications

Value excluding VAT: £32,800,000