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Tender

## **D3 Cruise Berth**

BELFAST HARBOUR COMMISSIONERS

F05: Contract notice – utilities

Notice identifier: 2023/S 000-014291

Procurement identifier (OCID): ocds-h6vhtk-03cdc0

Published 19 May 2023, 10:26am

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

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

BELFAST HARBOUR COMMISSIONERS

Harbour Office, Corporation Square

BELFAST

BT1 3AL

#### **Contact**

Eugene McBride

#### **Email**

[tendersfc@belfast-harbour.co.uk](mailto:tendersfc@belfast-harbour.co.uk)

#### **Telephone**

+44 2890554422

#### **Country**

United Kingdom

**Region code**

UKN06 - Belfast

**Justification for not providing organisation identifier**

Not on any register

**Internet address(es)**

Main address

<http://www.belfast-harbour.co.uk/>

**I.3) Communication**

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

<http://www.belfast-harbour.co.uk/corporate/corporate-tender>

Additional information can be obtained from the above-mentioned address

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

**I.6) Main activity**

Port-related activities

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## **Section II: Object**

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

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

D3 Cruise Berth

Reference number

P271

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

- 45220000 - Engineering works and construction works

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

Works

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

Belfast Harbour Commissioners is seeking expressions of interest from contractors who may wish to submit a tender for the construction of a new heavy duty quay and deep water berth at D3, a 46 acre reclaimed site at the northern extent of Belfast Harbour.

The primary requirement of the project is to provide a new berth for the increasing number of cruise ships which call to Belfast, but there are several other possible future uses for the quay which have been considered in the design, including dry bulk, break bulk and project cargoes such as those associated with the offshore wind industry.

The scope of work will include construction of a 340m combi-wall type quay structure with mooring dolphins built approximately 60m out from the existing revetment, with mooring dolphins and return walls at either end and a heavy duty relieving slab and infill behind. There will also be dredging of the berthing pocket, hinterland surfacing and associated drainage, lighting, access roadway and services.

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

Value excluding VAT: £100,000,000

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

This contract is divided into lots: No

## II.2) Description

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

- 45000000 - Construction work

### II.2.3) Place of performance

NUTS codes

- UKN06 - Belfast

Main site or place of performance

Belfast Harbour

### II.2.4) Description of the procurement

This procurement relates to the construction of a new heavy duty quay and deep water berth at D3, a 46 acre reclaimed site at the northern extent of Belfast Harbour. Full planning permission was granted on 23rd July 2019 (reference number LA04/2016/0421/F) and is valid for 5 years (expires July 2024). Marine licences were issued in July 2022.

The primary function of the project is as a new cruise berth to accommodate vessels up to 360m in length. However, there are several other possible uses for D3 such as dry bulk, break bulk and project cargoes, including for the offshore wind industry, which have also been considered in the design. The scope of work consists of a 340m combi-wall type quay structure with return walls and mooring dolphins at either end which will be built approximately 60m out from the existing revetment. Compacted rock fill will be placed behind the the quay wall and a 35-50m wide heavy duty piled relieving slab is to be constructed along the length of the quay. The berth pocket and approaches will be dredged to up to -13mHD. The will also be hinterland asphalt surfacing and associated drainage; fenders and bollards, high mast lighting, foundations for a cruise building and electrical infrastructure, and a new access roadway with entrance barriers, lighting and services including power, water, telecoms ducts and sewerage.

This tender process has been structured in 2 stages as described below.

In Stage 1, all shortlisted Bidders will be invited to submit tenders which will be assessed on the basis of 50% quality and 50% cost, based on an exemplar design which will be provided in the tender documents. The successful tenderer will be appointed under the terms of a Pre-Construction Services Agreement to work with BHC and its design team in Stage 2 to develop the precise scope and cost for the final scheme and to facilitate an open book tendering process for the key sub-contract packages at Stage 2. This will enable BHC to progress commercial arrangements with potential end users and take

forward an FID proposal for Board approval. If approved, and subject to the terms of the Pre-Construction Services Agreement, then BHC may, at its discretion, appoint the successful tenderer to undertake the works. It is intended that the FIDIC Conditions of Contract for Construction (for Building and Engineering Works designed by the Employer) will be used, but with amendments to suit this particular project.

It is currently anticipated that quality submissions at Stage 1 will require shortlisted Bidders to answer a number of questions on their approach to management and delivery of the project, which will be evaluated and an overall quality score awarded. The price aspect will require shortlisted Bidders to price an exemplar design via a Bill of Quantities. The purpose of the pricing assessment at Stage 1 of the process will not be to identify a contract sum for the works, but to identify the most economically advantageous tender and obtain an accurate cost for the exemplar design, with reliable rates for all the key elements (e.g. piling, reinforced concrete, dredging, infilling). It is currently anticipated that the preliminaries, mark-up percentages and key rates will be fixed for Stage 2 of the tender process, to ensure consistency in pricing is maintained during any design development that may take place.

In Stage 2, the design will be further developed and refined in conjunction with the successful tenderer to achieve the final agreed scope, programme and contract price for the works. It is expected that a number of design development workshops will be held. The successful tenderer will be expected to bring their expertise in programming, buildability, optioneering, value engineering and health & safety, quality and environmental best practice into the process. The Pre-Construction Services Agreement will set out the terms under which the design development fees will be paid. In the event of any significant changes in scope or programme during the design development process, any additional fees payable to the contractor will be calculated based on the hourly rates for team members specified by the contractor in its tender submission.

Contractors who wish to participate in this procurement will be required to provide contact details before downloading the tender documents. Contractors who fail to provide their details to BHC or register in this manner will not receive any clarifications or updated information provided by BHC during the tender process.

#### **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: £100,000,000

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

Duration in months

32

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: 6

Objective criteria for choosing the limited number of candidates:

Subject to a sufficient number of compliant responses being received, BHC intends (according to the process described in the Pre-Qualification Questionnaire) to invite a maximum of the top 6 (six) ranked compliant Applicants to the invitation to tender stage of this process, provided that BHC, acting at its discretion, reserves the right to invite less than 6 (six) Applicants to negotiate. Where there is a tie for 6th (sixth) place, all Applicants in 6th (sixth) place will be invited to tender. For the purposes of this exercise, a tie for 6th (sixth) place is deemed to occur where two or more Applicants have identical scores.

### **II.2.10) Information about variants**

Variants will be accepted: Yes

### **II.2.11) Information about options**

Options: 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

Price is not the only award criterion and all criteria are stated only in the procurement

documents

### **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**

Please refer to the Pre-Qualification Questionnaire. Furthermore BHC reserves the right to require bonds, deposits, guarantees or other forms of undertaking or security to ensure proper contractual performance.

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

Further information will be provided in the contract documents.

### **III.1.8) Legal form to be taken by the group of economic operators to whom the contract is to be awarded**

Subject to the status and involvement of the parties, BHC may require the parties to commit to joint and several liability in respect of the contract. Alternatively, BHC may require the lead operator to take total responsibility or a consortium to form a legal entity before entering into any contract.

## **III.2) Conditions related to the contract**

### **III.2.2) Contract performance conditions**

Further information will be provided within the Pre-Qualification Questionnaire & Invitation to Tender documents.

### **III.2.3) Information about staff responsible for the performance of the contract**

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract

## **Section IV. Procedure**

### **IV.1) Description**

#### **IV.1.1) Type of procedure**

Negotiated procedure with prior call for competition

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

Date

12 June 2023

Local time

12:00pm

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

30 June 2023

#### **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: 3 (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 invoicing will be accepted

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

BHC reserves the right at any time to:

- reject any or all responses and to cancel or withdraw from this procurement at any stage;
- award a contract without prior notice;
- change the basis, the procedures and timescales set out or referred to within the procurement documents; or
- require a bidder to clarify any submissions in writing and/or to provide additional information.

Bidders who wish to participate in this procurement will be required to provide contact details before downloading the tender documents. Bidders who fail to provide their details to BHC or register in this manner will not receive any clarifications or updated information provided by BHC during the tender process. The costs of responding to this notice and participation in the process will be borne by each bidder. All discussions and correspondence will be deemed strictly subject to contract until a formal contract is entered into. The formal contract shall not be binding until it has been signed and dated by the duly authorised representatives of both parties.

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

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

High Court of Justice in Northern Ireland

Royal Courts of Justice, Chichester Street

Belfast

BT1 3JF

Email

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

Country

United Kingdom

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

Precise information on deadline(s) for review procedures

BHC will incorporate a minimum 10 calendar day standstill period at the point information on the award of contract is communicated to all bidders. The standstill period provides time for unsuccessful bidders to challenge the award decision before the contract is entered into. The Utilities Contracts Regulations 2016 (as amended) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (Northern Ireland).

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

Belfast Harbour Commissioners

Harbour Office, Corporation Square

Belfast

BT1 3AL

Country

United Kingdom

Internet address

<http://www.belfast-harbour.co.uk>