

UK-Edinburgh: tramline construction works

2006/S 20-021872

CONTRACT NOTICE

Works

SECTION I: CONTRACTING AUTHORITY

I.1) NAME, ADDRESSES AND CONTACT POINT(S):

tie Limited, Verity House, 19 Haymarket Yards, Attn: Ian Kendall, UK-Edinburgh EH12 5BH . Tel. +44 (0)131 622 8300 (general). E-mail: ian.kendall@tie.ltd.uk. Fax +44 (0)131 622 8301.

Internet address(es):

General address of the contracting authority: www.tiedinburgh.co.uk.

Further information can be obtained at: DLA Piper Rudnick Gray Cary Scotland LLP, Collins House, Rutland Square, Attn: Shannon Rousson, UK-Edinburgh EH1 2AA . Tel. +44 (0)131 242 5586. E-mail: shannon.rousseau@dlapiper.com. Fax +44 (0)131 242 5562. URL: www.dlapiper.com.

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained at: DLA Piper Rudnick Gray Cary Scotland LLP, Collins House, Rutland Square, Attn: Shannon Rousson, UK-Edinburgh EH1 2AA . Tel. +44 (0)131 242 5586. E-mail: shannon.rousseau@dlapiper.com. Fax +44 (0)131 242 5562. URL: www.dlapiper.com.

Tenders or requests to participate must be sent to: As in above-mentioned contact point(s).

I.2) TYPE OF THE CONTRACTING AUTHORITY AND MAIN ACTIVITY OR ACTIVITIES:

Body governed by public law.

SECTION II: OBJECT OF THE CONTRACT

II.1) DESCRIPTION

II.1.1) Title attributed to the contract by the contracting authority:

Edinburgh Tram Network: Procurement of Infraco.

II.1.2) Type of contract and location of works, place of delivery or of performance:

Works.

Design and execution.

Main site or location of works: The City of Edinburgh and surrounding areas as appropriate.

NUTS code: UKM25.

II.1.3) The notice involves:

II.1.4) Information on framework agreement:

II.1.5) Short description of the contract or purchase(s):

tie Limited ("tie"), is implementing its procurement strategy in relation to the procurement of the infrastructure works (including system integration services) and trams for Line One and Line Two of the proposed tram network in Edinburgh. In addition to Line One and Line Two, this procurement strategy will cover any modification, line extension, spur, interconnection and any additional lines, which together with Line One and Line Two (and any part of Line One or Line Two) are referred to in this Notice as the "Edinburgh Tram Network". This Notice advertises the procurement by tie of a contractor ("Infraco") who will be required to carry out and/or manage a comprehensive turnkey contract including the design, construction, installation, commissioning,

tram procurement, system integration, infrastructure maintenance, tram maintenance and supply of related equipment and materials in respect of the Edinburgh Tram Network, trams and related infrastructure, all in accordance with the terms of the contract to be entered into between Infraco and tie (the "Infraco Contract"). A brief of the works, services and supplies required from the successful Infraco will be included within the Memorandum of Information/Pre-Qualification Questionnaire to be issued by tie to interested parties who return a duly completed confidentiality and non-collusion undertaking. Functional requirements specifications for the works, services and supplies to be provided by Infraco will also be included within the Memorandum of Information/Pre-Qualification Questionnaire.

As part of tie's procurement strategy, Parsons Brinckerhoff Limited ("PB Limited") has been engaged by tie to provide system design services ("SDS") and to develop a detailed design for Line One, Line Two and other aspects (as required) of the Edinburgh Tram Network. This detailed design is being developed from the substantial design and investigative work which has already been carried out for tie in support of the parliamentary process currently underway for enabling legislation. PB Limited is also assisting tie and its advisers in various activities associated with land acquisition and compulsory purchase; relevant planning consents and permissions; traffic regulation orders; design of utilities diversions; stakeholder and other third party agreements. PB Limited is also undertaking comparative technology reviews to identify the most appropriate ways of delivering the functionality required of the tram system and its components. It is the current intention of tie that PB Limited will, in due course, be novated to the Infraco. PB Limited will, therefore, be required to provide services pre novation to tie, and post novation to the Infraco. A detailed brief of the services being provided by PB Limited and a copy of the executed SDS Agreement will be included within the invitation to negotiate documentation to be issued by tie to the tenderers for the Infraco Contract.

Under a separate procurement, tie is procuring the supply of the trams for the Edinburgh Tram Network, and on-going maintenance of those trams. It is currently envisaged that around 26 trams will be required for the Edinburgh Tram Network. An option to acquire further trams to meet increased demand on, or future extension of, the Edinburgh Tram Network is also being sought. It is currently anticipated that this competition will lead to the award of an agreement for the design, manufacture and supply of trams, capital spares, special tools and associated equipment ("Tram Supply Agreement") and an agreement for the ongoing maintenance of such trams and the supply of tram consumable spares ("Tram Maintenance Agreement"). On execution of the contract between Infraco and tie, it is currently proposed that the Tram Supply Agreement and the Tram Maintenance Agreement will each be novated to Infraco or to such other party as tie may direct.

The tram supplier will be expected to deliver the trams to Infraco following the anticipated novation of the Tram Supply Agreement. The tram supplier will be required to liaise closely with PB Limited in relation to the detailed design of the trams, and with Infraco in relation to various matters including the installation of certain on-board equipment to be supplied by Infraco (e.g. supervisory and communications equipment), the co-ordination of supply of the trams within the overall construction and commissioning programme, the commissioning of the trams, and assistance with the management of the interface with other parts of the system. The tram supplier may also supply related installations, equipment and services including electrical and mechanical systems, supervisory and communications equipment (including virtual loop and GPS positioning systems), tram control equipment and depot equipment.

The tram supplier will also be required to supply maintenance services (including maintenance vehicles) and tram consumable spares (with spares being supplied for up to 30 years from the commencement of passenger carrying operations). The period during which tram maintenance services are to be provided could be up to the proposed 30 years of the trams' expected life.

A separate procurement is also taking place for major works relating to utilities diversion under a single contract to be known as the Multi-Utilities Diversion Framework Agreement ("MUDFA"). The MUDFA works will consist

largely of civil engineering works but will also include other works and services, as required by tie, to divert and/or alter a range of utilities in connection with the Edinburgh Tram Network. It is currently anticipated that the successful MUDFA contractor will be required to divert or alter the following utilities: foul, potable water, gas, power and communications.

The MUDFA works will be carried out in advance of and in conjunction with the implementation of the Infraco Contract. Under the MUDFA, there will be a design interface with PB Limited. The successful Infraco will be required by the Infraco Contract to liaise with the MUDFA contractor and co-ordinate the works stipulated under the Infraco Contract with the utilities diversion works being carried out under MUDFA.

tie appointed Transdev Edinburgh Tram Limited ("Transdev") in 2004 to support the development of and the planned procurements of the various elements of the Edinburgh Tram Network, and Transdev will be the eventual operator of the commissioned Edinburgh Tram Network. The successful Infraco will be required by the Infraco Contract to work with Transdev in respect of the commissioning procedures to be carried out under the Infraco Contract and the contract entered into between tie and Transdev. It is currently intended that the Infraco and Transdev will enter into a contract under which Transdev will supply drivers to the Infraco in order for commissioning to take place.

Interested parties should note that the terms and conditions of contract which the successful Infraco will be required to enter into with tie contain a variation mechanism, and that the scope of works and services described above may be varied and that such variation could include the Infraco carrying out works or providing services or supplies in relation to the Edinburgh Airport Rail Link project.

II.1.6) Common procurement vocabulary (CPV):

45234126, 45234121, 29813130, 29813200, 45220000, 50220000, 50225000, 74230000, 35200000, 35222000, 35222100, 35230000, 45234127, 45234128, 74232000, 74233300, 45315100, 45351000, 50222000, 45100000, 74200000, 74231120, 74231130, 74240000, 74250000, 35221000, 50100000, 50111000, 29813300, 31620000, 31621000, 31621100, 31621200, 29850000, 29852100, 29861200, 29861500, 30144200, 30254300, 31682400, 32235000.

II.1.7) Contract covered by the Government Procurement Agreement (GPA):

Yes.

II.1.8) Division into lots:

No.

II.1.9) Variants will be accepted:

Yes.

II.2) QUANTITY OR SCOPE OF THE CONTRACT

II.2.1) Total quantity or scope:

II.2.2) Options:

II.3) DURATION OF THE CONTRACT OR TIME-LIMIT FOR COMPLETION:

SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) CONDITIONS RELATING TO THE CONTRACT

III.1.1) Deposits and guarantees required:

To be set out within the invitation to negotiate documentation and the Infraco Contract which the successful Infraco will enter into with tie. Candidates will be required to accept any requirements for duty of care, collateral warranties, parent company guarantees, performance bonds, retentions and conflicts of interest, which are set out in the Infraco Contract.

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions regulating them:

Payment terms and any requirements for financing will be set out in the invitation to negotiate and in the terms of the Infraco Contract. It is tie's current intention to invite Tenderers to submit a standard tender and various mandatory variant tenders. It is currently proposed that the standard tender will be based on the project being fully conventionally funded by the public sector with no requirement for financing from the successful Infraco. One of the mandatory variant tenders will be based on the project being funded by a combination of conventional funding from the public sector and financing provided by the successful Infraco. The level of the financing to be provided by the successful Infraco is still to be finally determined. The proposed repayment term is currently under review. It is not tie's intention to be prescriptive in terms of how tenderers propose to provide any required financing or the source of that financing or whether all or part of that financing is provided by external parties or by the successful Infraco itself. Tenderers will be encouraged to propose innovative solutions which offer value for money to tie.

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded:

Each organisation in any group of successful contractors will be jointly and severally liable for the due performance of the Infraco Contract. tie may require that the Infraco Contract is entered into by a single entity.

III.1.4) Other particular conditions to which the performance of the contract is subject:

III.2) CONDITIONS FOR PARTICIPATION

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:

Information and formalities necessary for evaluating if requirements are met: To be set out in the Memorandum of Information and Pre-Qualification Questionnaire to be sent out by tie to interested parties. Legal position – means of proof required:

To be set out in the Memorandum of Information and Pre-Qualification Questionnaire to be sent out by tie to interested parties.

III.2.2) Economic and financial capacity:

Information and formalities necessary for evaluating if requirements are met: To be set out in the Memorandum of Information and Pre-Qualification Questionnaire to be sent out by tie to interested parties.

III.2.3) Technical capacity:

Information and formalities necessary for evaluating if requirements are met: To be set out in the Memorandum of Information and Pre-Qualification Questionnaire to be sent out by tie to interested parties.

III.2.4) Reserved contracts:

III.3) CONDITIONS SPECIFIC TO SERVICES CONTRACTS

III.3.1) Execution of the service is reserved to a particular profession:

III.3.2) Legal entities should indicate the names and professional qualifications of the staff responsible for the execution of the service:

SECTION IV: PROCEDURE

IV.1) TYPE OF PROCEDURE

IV.1.1) Type of procedure:

Negotiated.

Candidates have already been selected: no.

IV.1.2) Limitations on the number of operators who will be invited to tender or to participate:

Envisaged minimum number: 3. Maximum number: 5.

- IV.1.3) **Reduction of the number of operators during the negotiation or dialogue:**
- IV.2) **AWARD CRITERIA**
- IV.2.1) **Award criteria:**
The most economically advantageous tender in terms of the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document.
- IV.2.2) **An electronic auction will be used:**
- IV.3) **ADMINISTRATIVE INFORMATION**
- IV.3.1) **File reference number attributed by the contracting authority:**
- IV.3.2) **Previous publication(s) concerning the same contract:**
Notice number in OJ: 2005/S 193-190097 of 4.10.2005.
- IV.3.3) **Conditions for obtaining specifications and additional documents or descriptive document**
Payable documents:
Terms and method of payment: The Memorandum of Information and Pre-Qualification Questionnaire will be sent by tie on or after 6.3.2006 to all parties who have expressed an interest and returned a duly completed confidentiality and non-collusion undertaking to tie on 6.3.2006 (15:00).
- IV.3.4) **Time-limit for receipt of tenders or requests to participate:**
6.3.2006 - 15:00.
- IV.3.5) **Date of dispatch of invitations to tender or to participate to selected candidates:**
25.4.2006.
- IV.3.6) **Language(s) in which tenders or requests to participate may be drawn up:**
English.
- IV.3.7) **Minimum time frame during which the tenderer must maintain the tender:**
Duration in month(s): 12 (from the date stated for receipt of tender).
- IV.3.8) **Conditions for opening tenders:**
Persons authorised to be present at the opening of tenders: yes.
Tenders will be opened in accordance with tie's standard procedures.

SECTION VI: COMPLEMENTARY INFORMATION

- VI.1) **THIS IS A RECURRENT PROCUREMENT:**
Yes.
Estimated timing for further notices to be published: Not recurrent.
- VI.2) **CONTRACT RELATED TO A PROJECT AND/OR PROGRAMME FINANCED BY EU FUNDS:**
No.
- VI.3) **ADDITIONAL INFORMATION:**
Framework agreement: No.
Non-mandatory notice: No.
tie is a wholly owned subsidiary of City of Edinburgh Council ("CEC"). tie is responsible for the delivery of CEC's integrated transport initiative for Edinburgh and South East Scotland of which the Edinburgh Tram Network is an integral component. tie will conduct the proposed procurement process on behalf of itself as principal and also as agent for CEC. The contract awarded may be entered into by either or both of these bodies or another duly authorised and related entity.
It is estimated that the design, construction and commissioning works will have a duration of 36 months from the effective date of the Infraco Contract to the scheduled opening date of the system. The final programme

will be included in the Infraco contract which the successful Infraco will be required to enter into with tie. The minimum overall duration of the Infraco Contract is likely to be 36 months plus a 6 year period in which the Infraco would be expected to maintain the infrastructure. In addition to the mandatory variant tender in respect of the provision of financing by the successful Infraco, it is tie's current intention to invite other mandatory variants on the basis of different Infraco Contract durations from a minimum of 36 months plus 6 years up to a maximum of 36 months plus 30 years. Any other required mandatory variant tenders will be specified in the invitation to negotiate.

Candidates who will be invited to negotiate will be selected from those who make a pre-qualification submission to tie in accordance with the Memorandum of Information and Pre-Qualification Questionnaire which will be sent out by tie on or after 6.3.2006 to all parties who have expressed an interest and returned a duly completed confidentiality and non-collusion undertaking on 6.3.2006 (15:00). Interested parties will be required to make a pre-qualification submission on 31.3.2006 (15:00). Pre-qualification submissions will be assessed in accordance with Regulations 14 to 17 (inclusive) of the Public Works Contracts Regulations 1991 (as amended).

tie reserves the right not to evaluate any pre-qualification submission received past the relevant deadline, compliance with which is the sole responsibility of interested parties (including obtaining evidence of receipt by tie).

tie intends to hold a presentation about this procurement to all parties who have expressed an interest to this notice and who have returned duly completed confidentiality and non-collusion undertakings within the required timescales, on 15.3.2006.

tie reserves the right not to award any contract as a result of the procurement process initiated by this notice and to make whatever changes tie sees fit to the content, process, timing and structure of the procurement process. Parties which alter their composition after making a pre-qualification submission will be the subject of re-evaluation.

tie, CEC and the Scottish Ministers shall have no liability for any costs howsoever incurred by those participating in the pre-qualification and tender process.

VI.4) PROCEDURES FOR APPEAL

VI.4.1) Body responsible for appeal procedures:

VI.4.2) Lodging of appeals:

VI.4.3) Service from which information about the lodging of appeals may be obtained:

VI.5) DATE OF DISPATCH OF THIS NOTICE:

27.1.2006.