



Mr Bob Earnshaw  
Dounreay Stakeholder Group  
c/o June Love  
dounreay.com  
Thurso

29<sup>th</sup> March 2010  
Our Ref: NLLWF/3/LTR/DSR/0335/IS

Dear Bob

## **LLW DISPOSAL FACILITIES**

I advise that DSRL has published a contract notice, to start the procurement process for the design and build of the first two vaults of the LLW disposal facilities at Dounreay. Companies are being invited to express interest in tendering for the design and construction of the disposal facilities. I attach a copy of the OJEU notice for your information.

Yours sincerely

A handwritten signature in black ink, appearing to read 'M. Mackay' or similar, written in a cursive style.

*pp* **Michael Tait**  
**Senior Project Manager**



This notice in TED website: <http://ted.europa.eu/udl?uri=TED:NOTICE:87574-2010:TEXT:EN:HTML>

**UK-Thurso: waste-treatment plant construction work**

**2010/S 59-087574**

**CONTRACT NOTICE**

**Works**

**SECTION I: CONTRACTING AUTHORITY**

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

Dounreay Site Restoration Limited  
Building D2003, Zone 10, Dounreay  
Contact: Contracts Officer  
Attn: Debbie Denoon  
KW14 7TZ Thurso  
UNITED KINGDOM  
Tel. +44 1847806003  
E-mail: [debbie.denoon@dounreay.com](mailto:debbie.denoon@dounreay.com)  
Fax +44 1847802521  
**Internet address(es)**

General address of the contracting authority [www.dounreay.com](http://www.dounreay.com)

**Further information can be obtained at:** As in above-mentioned contact point(s)

**Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained at:** As in above-mentioned contact point(s)

**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

Other Nuclear Decommissioning

The contracting authority is purchasing on behalf of other contracting authorities No

**SECTION II: OBJECT OF THE CONTRACT**

**II.1) DESCRIPTION**

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

Design and construction of a new low level waste disposal facility.

**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 Dounreay, Thurso, Caithness, KW14 7TZ, UNITED KINGDOM.

NUTS code UKM61

**II.1.3) The notice involves**

A public contract

**II.1.4) Information on framework agreement**

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

Detailed design and construction of phase 1 of the new low level waste disposal facility adjacent to the Dounreay site. Phase 1 of this facility will comprise two below ground vaults, each approximately 80m long by 45m wide and excavated into Caithness Flagstone rock to a depth of approximately 20m. A shallow groundwater catchment system and deeper excavation pumping system will be required, and the extracted water passed through a passive on-site water treatment system. Each vault is to be completed with concrete walls and floors constructed to a standard consistent with water retaining structures with a steel framework roof.

**II.1.6) Common procurement vocabulary (CPV)**

45222100

**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**

No

**II.2) QUANTITY OR SCOPE OF THE CONTRACT**

**II.2.1) Total quantity or scope**

Detailed Design and construction of phase 1 of the new low level waste disposal facility adjacent to the Dounreay site. Phase 1 of this facility will comprise two below ground vaults, each approximately 80m long by 45m wide and excavated into Caithness Flagstone rock to a depth of approximately 20m. A shallow groundwater catchment system and deeper excavation pumping system will be required, and the extracted water passed through a passive on-site water treatment system. Each vault is to be completed with concrete walls and floors constructed to a standard consistent with water retaining structures with a steel framework roof. The site is located in an environmentally sensitive area so all construction activities must be carried out in a manner that minimises impact to the local environment, including noise, dust generation, ground borne vibrations and local traffic. The site currently has constraints which exclude the use of blasting during excavations, although this constraint may be lifted by the time the contract is let. As a result, tenderers will be requested to provide costed estimates for both blasting assisted and non blasting excavation options. All excavated material is to be stored in a waste storage area adjacent to the excavation.

The contractor will be required to obtain the appropriate CAR (groundwater abstraction) and PPC (pollution control) licenses associated with groundwater abstraction and treatment as well as the operation of the rock spoil waste storage facility, and maintain these during construction of the facilities.

The facilities will require a Radioactive Substance Act authorisation prior to the emplacement of waste. The Employer is progressing this authorisation by means of an Environmental Safety Case. The contractor will be required to demonstrate that the detailed design and construction satisfies the current assumptions within the Environmental Safety Case.

The contract will be under the NEC3 incentivised target cost conditions. The contract will include a series of key performance indicators based on issues such as safety, waste minimisation, and stakeholder / environmental impact.

Excluding VAT

Range between 60 000 000 and 80 000 000 GBP

**II.2.2) Options**

Yes

description of these options: Phase 2 Build - construction of two additional vaults of similar size and standard to phase 1 planned to commence April 2014.

Phase 3 Build - construction of two additional vaults of similar size and standard to phase 1 planned to commence April 2018.

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

Starting 1.3.2011. Completion 11.4.2024

**SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION**

**III.1) CONDITIONS RELATING TO THE CONTRACT**

**III.1.1) Deposits and guarantees required**

The prequalification questionnaire and rules, which are available on request, will provide details.

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

Tenders are to be priced in GBP and payment will only be made in GBP.

The prequalification questionnaire and rules, which are available on request, will provide details.

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

Where a group of economic operators is seeking to undertake the contract, joint and several liability is required.

The prequalification questionnaire and rules, which are available on request, will provide details.

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

Yes

The prequalification questionnaire and rules, which are available on request, will provide details.

**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: In accordance with Regulations 23 - 29 of the Public Contracts (Scotland) Regulations 2006 and to be detailed in the prequalification questionnaire.

**III.2.2) Economic and financial capacity**

Information and formalities necessary for evaluating if requirements are met: The prequalification questionnaire and rules, which are available on request, will provide details.

Minimum level(s) of standards possibly required To be considered a provider must be able to demonstrate an annual turnover in excess of 30 000 000 GBP.

**III.2.3) Technical capacity**

Information and formalities necessary for evaluating if requirements are met:

The prequalification questionnaire and rules, which are available on request, will provide details.

**III.2.4) Reserved contracts**

No

**III.3) CONDITIONS SPECIFIC TO SERVICES CONTRACTS**

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

No

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

No

**SECTION IV: PROCEDURE**

**IV.1) TYPE OF PROCEDURE**

**IV.1.1) Type of procedure**

Restricted

- IV.1.2) **Limitations on the number of operators who will be invited to tender or to participate**  
Envisaged minimum number 5 maximum number 6
- IV.1.3) **Reduction of the number of operators during the negotiation or dialogue**  
Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated No
- 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**  
No
- 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**  
No
- IV.3.3) **Conditions for obtaining specifications and additional documents**  
Time limit for receipt of requests for documents or for accessing documents 21.4.2010 - 16:15  
Payable documents No
- IV.3.4) **Time-limit for receipt of tenders or requests to participate**  
28.4.2010 - 16:15
- IV.3.5) **Date of dispatch of invitations to tender or to participate to selected candidates**  
17.8.2010
- 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**
- IV.3.8) **Conditions for opening tenders**  
Date: 5.11.2010 - 14:00  
Place Dounreay.  
Persons authorised to be present at the opening of tenders Yes  
Dounreay Site Restoration Limited Tender Board (Chairman and Secretary).

**SECTION VI: COMPLEMENTARY INFORMATION**

- VI.1) **THIS IS A RECURRENT PROCUREMENT**  
No
- VI.2) **CONTRACT RELATED TO A PROJECT AND/OR PROGRAMME FINANCED BY EU FUNDS**  
No
- VI.3) **ADDITIONAL INFORMATION**  
Documents - All documents must be in English or with an English translation.  
Payment - All documents to be priced in GBP and all payments made in GBP.  
Cost of tendering - The Contracting Authority (Dounreay Site Restoration Limited) reserves the right not to award a contract. The costs of tendering shall be the responsibility of tenderers.

English Law - The Contract shall be considered as a contract made in England and shall be governed by, and construed in accordance with, the provisions of English Law.

Annul - Dounreay Site Restoration Limited reserve the right to annul the tendering process and not award a contract.

Subcontract - Dounreay Site Restoration Limited work within strict safety guidelines and you will be required to specify and justify any proposals to subcontract.

**VI.4) PROCEDURES FOR APPEAL**

**VI.4.1) Body responsible for appeal procedures**

**VI.4.2) Lodging of appeals**

Precise information on deadline(s) for lodging appeals: Dounreay Site Restoration Limited will incorporate a minimum 10 calendar day standstill period at the point information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before a contract is entered into.

If an appeal regarding the award of a contract has not been successfully resolved the Public Contracts Regulations 2006 no 5, which apply to England, Wales and Northern Ireland, and the Public Contracts (Scotland) Regulations 2006 no 1, which apply to Scotland, 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 sheriff court, the Court of Session, (Scotland) or in England and Wales and Northern Ireland, the High Court. Any such action must be brought promptly (generally within 3 months) Where a contract has not been entered into the Court may order the setting aside of the award decision or order the authority to amend any document and may award damages. If the contract has been entered into the Court may only award damages.

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

**VI.5) DATE OF DISPATCH OF THIS NOTICE:**

24.3.2010

