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Contract

## Supply & Distribution of Specialist Produce

Glasgow City Council

F03: Contract award notice

Notice identifier: 2021/S 000-001425

Procurement identifier (OCID): ocds-h6vhtk-028ce7

Published 25 January 2021, 10:24am

### Section I: Contracting authority

#### I.1) Name and addresses

Glasgow City Council

Chief Executives Department, City Chambers

Glasgow

G2 1DU

#### Contact

Denise Kyle

#### Email

[denise.kyle@ced.glasgow.gov.uk](mailto:denise.kyle@ced.glasgow.gov.uk)

#### Telephone

+44 1412876403

#### Country

United Kingdom

**NUTS code**

UKM82 - Glasgow City

**Internet address(es)**

Main address

[www.glasgow.gov.uk](http://www.glasgow.gov.uk)

Buyer's address

[https://www.publiccontractsscotland.gov.uk/search/Search\\_AuthProfile.aspx?ID=AA00196](https://www.publiccontractsscotland.gov.uk/search/Search_AuthProfile.aspx?ID=AA00196)

**I.2) Information about joint procurement**

The contract is awarded by a central purchasing body

**I.4) Type of the contracting authority**

Regional or local authority

**I.5) Main activity**

General public services

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## **Section II: Object**

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

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

Supply & Distribution of Specialist Produce

Reference number

GCC005163CPU PCS-T Project\_16416

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

- 15894000 - Processed food products

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

Supplies

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

The Supply & Distribution of Specialist Produce including but not limited to pre-prepared, game & produce with Scottish provenance to Glasgow City Council including ALEOs. The main service user is Encore Catering Services who provide café, catering and banqueting services for events held at Glasgow Life premises and the City Chambers.

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

This contract is divided into lots: No

#### **II.1.7) Total value of the procurement (excluding VAT)**

Value excluding VAT: £425,339

## **II.2) Description**

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

- 15000000 - Food, beverages, tobacco and related products
- 15250000 - Seafood
- 15894000 - Processed food products
- 15242000 - Prepared fish dishes

### **II.2.3) Place of performance**

NUTS codes

- UKM82 - Glasgow City

Main site or place of performance

Glasgow, UK

### **II.2.4) Description of the procurement**

The Supply & Distribution of Specialist Produce (including pre-prepared, Game & Scottish) to council locations to be cooked and served by the councils in house catering provider, Encore Catering Services. Delivery will be required to locations including but not limited to The City Chambers, Glasgow Life venues including gyms, the Glasgow Royal Concert Hall, City Halls, Old Fruit Market, Mitchell Library, St. Mungo's Museum of Religious Art & Life, Kelvinhall Gallery of Modern Art and Kelvingrove Art Gallery & Museum. The Burrell Collection, Emirates Arena, Tramway Theatre and the Lighthouse.

### **II.2.5) Award criteria**

Quality criterion - Name: Price / Weighting: 45%

Quality criterion - Name: Quality / Weighting: 55%

Quality criterion - Name: Operational Service Levels - Contract Management / Weighting: 14% of Quality

Quality criterion - Name: Supply Chain Resilience / Weighting: 8% of Quality

Quality criterion - Name: Scottish Provenance / Weighting: 8% of Quality

Quality criterion - Name: Mobilisation of Contract / Weighting: 5% of Quality

Quality criterion - Name: Supply Chain Traceability / Weighting: 5% of Quality

Quality criterion - Name: Preserving Resource / Weighting: 3% of Quality

Quality criterion - Name: Co2 Emissions, Food Miles & Route Planning / Weighting: 3% of Quality

Quality criterion - Name: Waste & Recycling for a Circular Economy / Weighting: 4% of Quality

Quality criterion - Name: Fair Work Practices / Weighting: 5% of Quality

Price - Weighting: Price

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

Options: Yes

Description of options

Non-core items that are not included within the core basket of goods may be requested from the successful bidder and product reviews will be conducted as per the terms of the contract.

#### **II.2.13) Information about European Union Funds**

The procurement is related to a project and/or programme financed by European Union funds: No

#### **II.2.14) Additional information**

Bidders note that Affiliated Bodies may participate in this contract: City Building (Contracts) LLP; City Building (Glasgow) LLP; Culture and Sport Glasgow (Branded as Glasgow Life); Culture and Sport Glasgow (Trading) CIC; City Parking (Glasgow) LLP; City Property (Glasgow) LLP; City Property (Investments) LLP and Jobs and Business Glasgow Ltd.

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### **Section IV. Procedure**

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

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

Open procedure

##### **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.2.1) Previous publication concerning this procedure**

Notice number: [2020/S 133-328057](#)

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## **Section V. Award of contract**

### **Contract No**

GCC005163CPU

A contract/lot is awarded: Yes

### **V.2) Award of contract**

#### **V.2.1) Date of conclusion of the contract**

20 November 2020

#### **V.2.2) Information about tenders**

Number of tenders received: 1

Number of tenders received from SMEs: 0

Number of tenders received from tenderers from other EU Member States: 0

Number of tenders received from tenderers from non-EU Member States: 0

Number of tenders received by electronic means: 1

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

#### **V.2.3) Name and address of the contractor**

Braehead Foods

7 Moorfield Park

Kilmarnock

KA2 0FE

Country

United Kingdom

NUTS code

- UK - UNITED KINGDOM

Internet address

<https://www.braeheadfoods.co.uk/>

The contractor is an SME

Yes

#### **V.2.4) Information on value of contract/lot (excluding VAT)**

Total value of the contract/lot: £425,339

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## **Section VI. Complementary information**

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

Additional Information

All products supplied must be fresh therefore not previously frozen unless otherwise agreed. Fresh produce must comply in all respects with the relevant provisions of law, as amended, governing the quality of products for human consumption and labelling as follows:

- (i) Food Safety Act 1990
- (ii) The Food Hygiene (Scotland) Regulations 2006
- (iii) EEC Regulations 852/2004, 853/2004 and 854/2004
- (iv) The General Food Regulations 2004
- (v) The Food Information Regulations 2014

Economic operators may be excluded from this competition if they are in any of the situations referred to in Regulation 58 of the Public Contracts (Scotland) Regulations 2015. Information regarding the European Single Procurement Document and contracting authority specific requirements can be found in the Supplier Guidance Document which is located in the Buyers Attachment area of Public Contracts Scotland-Tender (PCS-T).

Freedom of Information Act - Information on the FIO Act is contained in Appendix A of the ITT. Bidders must note the implications of this legislation and ensure that any information

they wish the council to consider withholding is specifically indicated on the FIO Certificate (NB the council does not bind itself to withhold this information).

Tenderers Amendments - Bidders must enter any clause, condition, amendment to specification or any other qualifications they may wish to make conditional on this offer.

Prompt Payment - The successful bidder shall, as a condition of being awarded the tender, be required to demonstrate to the councils satisfaction that all funds due to the tenderers permitted sub-contractors in respect of the contract are paid timeously and that as a minimum invoices rendered by sub-contractors in respect of payments due to any sub sub-contractors, if any. Bidders will be required to complete the prompt payment certificate.

Non-Collusion - Bidders will be required to complete the Non-Collusion certificate.

Insurance Mandate - the Successful Bidder will be required to sign the Insurance Mandate contained in the Buyers Attachments area within PCS-T, authorising the council to request copies of insurance documents from the bidder's insurance provider. If the mandate is not signed and returned, the council reserves the right to request copies of insurance certificates from the bidder at any point during the contract period.

Terms and Conditions - these are located with the Attachments Area of PCS-T.

Additional information pertaining to this contract notice is contained within the ITT and ESPD statements documents situated within the attachments area of PCS-T. Bidders must ensure they read these documents in line with this contract notice.

Bidders must provide pricing as instructed within the ITT and the Commercial Envelope within PCS-T. Failure to follow instructions may result a non-compliant bid that will be rejected and considered no further.

Bidders must complete Appendices 15-Cost Drivers, 16-Fillings & Mousseline Choices and 17-Nutritional Data & Allergen Information which are located within the General Attachments are of PCS-T as per instructions.

(SC Ref:641574)

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

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

Glasgow Sheriff Court & Justice of the Peace Court

PO Box 23 1 Carlton Place

Glasgow

G5 9DA

Email

[glasgow@scotcourts.gov.uk](mailto:glasgow@scotcourts.gov.uk)

Country

United Kingdom

Internet address

<https://www.scotcourts.gov.uk/the-courts/court-locations/glasgow-sheriff-court-and-justice-of-the-peace-court>

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

Precise information on deadline(s) for review procedures

Glasgow City council ("the council") must, by notice in writing as soon as possible after the decision has been made, inform all tenderers and candidates concerned of its decision to award the contract, conclude the framework agreement or establish a dynamic purchasing system. The Council must allow a period of at least the relevant standstill period (where the notice is sent by facsimile or electronic means the period is 10 days ending at midnight at the end of the 10th day after that on which the last notice is sent. When sent by other means the period is 15 days) to elapse between the date of despatch of the notice referred to in Regulation 85(1) of the Public Contracts (Scotland) Regulations 2015 ("The Regulations"). The Council is obliged to comply with the regulations and any eligible economic operator can bring an action in the Sheriff Court of the Court of Session where a consequence of a breach by the Council, suffers or risks suffering loss or damage.

The bringing of court proceedings during the standstill period means that the council must not enter into the contract, conclude the framework agreement or establish the dynamic purchasing system unless the proceedings are determined, discontinued or disposed of: or

the court, by interim order, brings to an end the prohibition. The bringing of court proceedings after the standstill period has elapsed and the remedies that are available to the courts are detailed in the Regulations. Economic operators can write to the Council seeking further clarification on the notice, to which the Council must respond within 15 days. Economic Operators should be mindful to seek their own independent legal advise when they consider appropriate to do so.

