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Tender

Framework for the Provision of Inspection, Maintenance and Repair of Physical Education Equipment, Outdoor Equipment and Play Areas

Glasgow City Council

F02: Contract notice

Notice identifier: 2022/S 000-002596

Procurement identifier (OCID): ocds-h6vhtk-0310be

Published 28 January 2022, 5:14pm

The closing date and time has been changed to:

2 March 2022, 12:00pm

See the [change notice](#).

Section I: Contracting authority

I.1) Name and addresses

Glasgow City Council

Chief Executives Department, City Chambers

Glasgow

G2 1DU

Contact

Sharon Wallace

Email

sharon.wallace@glasgow.gov.uk

Telephone

+44 1412762473

Country

United Kingdom

NUTS code

UKM82 - Glasgow City

Internet address(es)

Main address

www.glasgow.gov.uk

Buyer's address

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.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at

<https://www.publictendersscotland.publiccontractsscotland.gov.uk>

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

<https://www.publictendersscotland.publiccontractsscotland.gov.uk>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title

Framework for the Provision of Inspection, Maintenance and Repair of Physical Education Equipment, Outdoor Equipment and Play Areas

Reference number

GCC005173CPU

II.1.2) Main CPV code

- 50870000 - Repair and maintenance services of playground equipment

II.1.3) Type of contract

Services

II.1.4) Short description

Glasgow City Council would like to invite Tender bids for the Framework for the Provision of Inspection, Maintenance and Repair of Physical Education Equipment, Outdoor Equipment and Play Areas

II.1.5) Estimated total value

Value excluding VAT: £480,000

II.1.6) Information about lots

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV code(s)

- 45236290 - Repair work on recreational areas
- 37400000 - Sports goods and equipment

II.2.3) Place of performance

NUTS codes

- UKM82 - Glasgow City

Main site or place of performance

Glasgow

II.2.4) Description of the procurement

Glasgow City Council would like to invite tender bids for the Inspection, Maintenance and Repair of Physical Education and Outdoor Play Equipment.

This involves one annual safety inspection at various establishments within Education Services and community gymnasiums and any required/agreed repairs and maintenance works.

II.2.5) Award criteria

Quality criterion - Name: Process / Weighting: 17

Quality criterion - Name: Personnel / Weighting: 5

Quality criterion - Name: Unscheduled Call Outs / Weighting: 4

Quality criterion - Name: Sustainability / Weighting: 4

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

Price - Weighting: 65

II.2.6) Estimated value

Value excluding VAT: £480,000

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

Duration in months

51

This contract is subject to renewal

Yes

Description of renewals

This Framework will run for 2 years. The Council will have the option to extend for 12 months and an option to extend for up to an additional 15 months which will consist of a 12 Month extension and up to 3 Month demobilisation/mobilisation period, exercised by the Council serving notice on the supplier in accordance with the Council's Terms and Conditions.

II.2.10) Information about variants

Variants will be accepted: No

II.2.11) Information about options

Options: No

II.2.13) Information about European Union Funds

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

Section III. Legal, economic, financial and technical information

III.1) Conditions for participation

III.1.2) Economic and financial standing

List and brief description of selection criteria

In order to pass the Financial Check section of the contract, it is mandatory for companies to attain the undernoted:-

Bidders must comply with the undernoted financial requirements in order to participate in the tendering process: -

There is a minimum financial requirement that affects balance sheet strength and liquidity.

Financial requirements for balance sheet strength and liquidity should be calculated on latest filed accounts with Companies House.

There is also a further requirement regarding current liquidity, which can be met by a Letter of Comfort from the bank of the bidder.

Balance Sheet Strength

Net worth of the organisation must be positive at the time of evaluation and organisation must not be subject to an insolvency process. Intangibles can be included for purposes of the Total Assets figure. The above would be expressed in the ratio Total Assets/ Total Liabilities.

- Liquidity Ratios

Current Ratio - $\text{Current Assets} / \text{Current Liabilities}$

Leverage Ratio - $\text{Long-term Bank Debt} / \text{Net Worth}$

Applicants must achieve a score of 5 and above from a combination of above two liquidity ratios.

Scoring Method

Current Ratio

Range Score

0.00 to 0.80 0

0.81 to 0.90 1

0.91 to 1.00 2

1.01 to 1.10 3

1.11 to 1.20 4

1.21 and above 5

Leverage Ratio

0.01 to 19.99 5

20.00 to 39.99 4

40.00 to 59.99 3

60.00 to 79.99 2

80.00 to 100.00 1

Intangibles can be included for purposes of the Net Worth figure.

If an applicant is only required to file abbreviated accounts with Companies House, then in the event of the company being successful in the procurement process, full set of accounts will be required in order to verify the above ratios have been complied with.

An applicant should have no outstanding issues, with regard to statutory filing requirements with Companies House.

Applicants must not be the subject of an insolvency process.

Applicants who do not comply with the above financial requirements but are part of a Group, can provide a Parent Guarantee if the Parent company satisfies the financial requirements stipulated above.

Due to the negative financial consequences of the pandemic, Glasgow City Council also requires assurance regarding the current liquidity of the bidding company.

The bidder must provide a Letter of Comfort from its own bank to satisfy the above financial requirement.

If the pandemic has had an adverse effect on the latest set of accounts filed with Companies House, Glasgow City Council will take that into account in determining financial suitability for the contract. The above, however, should not impinge on the financial viability of the company, as defined by the ratios set out in the financial requirements.

The Council reserves the right at its own discretion to seek such other information from the Applicant in accordance with Regulation 61(7) or Regulation 61(8) of the Public Contracts

(Scotland) Regulations 2015 to prove the Applicant's economic and financial standing.

Any Bidder that fails to achieve or exceed the criteria as stated above will be excluded at this stage.

Minimum level(s) of standards possibly required

Glasgow City Council's Insurance Requirements are:

Bidder shall take out and maintain, throughout the period of the contract, Employer's Liability insurance to the value of at least TEN MILLION POUNDS STERLING (10,000,000 GBP) in respect of any one event and unlimited in the period.

Bidder shall take out and maintain, throughout the period of the contract, Public Liability insurance to the value of at least FIVE MILLION POUNDS STERLING (5,000,000 GBP) in respect of any one event and unlimited in the period.

Bidder shall take out and maintain, throughout the period of the contract, Products Liability insurance to the value of at least FIVE MILLION POUNDS STERLING (5,000,000 GBP) in respect of any one event and in the aggregate.

Bidder shall take out and maintain throughout the period of their services and for a further 2 year on completion of their service, Professional Indemnity insurance to the value of a minimum TWO MILLION (2,000,000 GBP) POUNDS STERLING in respect of any one claim and in the aggregate.

The above insurances shall be with an insurance company registered with Financial Conduct Authority (FCA) in the UK, or equivalent body for other EU member states by the council and any organisation shall not sub-let or sub-contract any part of the commission unless the sub-contractor is similarly insured, unless the council agrees otherwise. It is the express responsibility of the lead organisation to ensure this is the case.

Should the Bidder not have the specified insurances at the time of tendering then, the Bidder must certify in their response to this ITT that the specified insurance will be obtained.

The Council reserves the right at its own discretion to seek such other information from the Applicant in accordance with Regulation 61(7) or Regulation 61(8) of the Public Contracts (Scotland) Regulations 2015 to prove the Applicant's economic and financial standing.

The Bidder appointed to the contract shall, during the lifetime of the contract, inform the Council immediately of any material changes to the information provided in their submission in relation to economic and financial standing.

Any Bidder that fails to achieve or exceed the criteria as stated above will be excluded at this

stage.

III.1.3) Technical and professional ability

List and brief description of selection criteria

Please provide 2 relevant examples of supplies and/or services carried out during the last three years as specified in the Contract Notice:

(Examples from both public and/or private sector customers and clients may be provided)

Responses should not exceed 2 X A4 sided of paper for each example and should be submitted in Ariel font 11. Where a submission exceeds the maximum number of sides of A4 paper requested, no account will be taken of the content of the contents beyond the maximum.

The weighting will be 50% for each example with 100% attributed to two examples for this contract. Bidders must score in total a minimum of 60% for SPD question 4C1.2. Any Bidder who fails to achieve the minimum points score will be excluded at this stage.

III.2) Conditions related to the contract

III.2.2) Contract performance conditions

The supplier must complete all Inspection / Maintenance of Physical Education Equipment within the specified timelines

99% successfully completed no later than the anniversary inspection date

All agreed repairs to equipment will be delivered and met within the specified timelines

99% within 28 days from receipt of Purchase Order

All complaints raised by GCC to be logged, officially acknowledged, investigated and resolved to GCC satisfaction within one month of being raised.

The target is 99% within one month of being raised.

All maintenance and repair work carried out must be fully guaranteed against defects in materials and workmanship for the minimum period of 12 months from the completion date of each inspection, maintenance and repair.

During the guarantee period the supplier must respond to any notification of defects within 3-5 working days.

Section IV. Procedure

IV.1) Description

IV.1.1) Type of procedure

Open procedure

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement

Framework agreement with a single operator

In the case of framework agreements, provide justification for any duration exceeding 4 years:

3 Month period after 4 years for demobilisation/mobilisation.

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

Originally published as:

Date

28 February 2022

Local time

12:00pm

Changed to:

Date

2 March 2022

Local time

12:00pm

See the [change notice](#).

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: 4 (from the date stated for receipt of tender)

IV.2.7) Conditions for opening of tenders

Date

28 February 2022

Local time

12:00pm

Section VI. Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: September/October 2025

VI.2) Information about electronic workflows

Electronic ordering will be used

Electronic invoicing will be accepted

Electronic payment will be used

VI.3) Additional information

Health & Safety – Bidders must complete the Health & Safety Questionnaire as part of their submission response. The Questionnaire will be evaluated pass or fail.

Freedom of Information Act – Information on the FOI Act is contained in Appendix A of the ITT. Bidders note the implications of the legislations and ensure any information they wish the council to consider withholding is specifically indicated on the certificate contained within the Technical response envelope within the PCS-T portal (The council does not bind itself to withholding this information).

Tenders Amendments Certificate – Bidders must enter any clause, condition, amendment to specification or any other qualification they may wish to make conditional to this offer in the tenders amendment certificate contained within the Technical response envelope within the PCS-T portal.

Prompt Payment Certificate – The successful bidder shall as a condition of being awarded to the framework will be required to demonstrate to the council's satisfaction that all funds due to the tenderers permitted sub-contractors in respect of these works are paid timeously and that as a minimum invoices rendered by sub-contractors shall (unless formally disputed by the bidder) be paid within 30 days of receipt. The successful bidder shall impose this condition on it sub-contractors in respect of payments due to any sub-contractors, if any.

Bidders are required to complete the Non Collusion Certificate contained in Technical response area in PCS-T portal.

All suppliers will be required to sign an Insurance Mandate in Technical response envelope

within PCS-T portal. If it is not signed and returned the Council reserve the right to request copies of Certificates from bidders at any point during the contract period.

Terms and conditions are located within the buyer's attachment area with PCS-T portal.

The buyer is using PCS-Tender to conduct this ITT exercise. The Project code is 42048. For more information see:

<http://www.publiccontractsscotland.gov.uk/info/InfoCentre.aspx?ID=2343>

Community benefits are included in this requirement. For more information see:

<https://www.gov.scot/policies/public-sector-procurement/community-benefits-in-procurement/>

A summary of the expected community benefits has been provided as follows:

Bidders must offer a minimum of 25 points worth of Community Benefits from the Community Benefits Menu. Bidders must review the Community Benefits Menu and indicate the type and volume of any Community Benefits outcomes which they propose to deliver through this contract. The outcomes offered must meet the minimum Community Benefits points required for the contract.

(SC Ref:675409)

VI.4) Procedures for review

VI.4.1) Review body

Glasgow Sheriff Court and Justice of the Peace Court

PO Box 231 Carlton Place

Glasgow

G5 9DA

Email

glasgow@scotcourts.gov.uk

Country

United Kingdom

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 or the Court of Session where as 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 advice when they consider appropriate to do so.