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Tender

Purchase, Maintenance & Repair Provision of 26-ton Hydrogen Fuel Cell Electric Refuse Collection Vehicles

Glasgow City Council

F02: Contract notice

Notice identifier: 2021/S 000-006322

Procurement identifier (OCID): ocds-h6vhtk-02a024

Published 29 March 2021, 10:48am

Section I: Contracting authority

I.1) Name and addresses

Glasgow City Council

Chief Executives Department, City Chambers

Glasgow

G2 1DU

Contact

Raji Purba

Email

raji.purba@glasgow.gov.uk

Telephone

+44 1412879077

Fax

+44 1412879399

Country

United Kingdom

NUTS code

UKM82 - Glasgow City

Internet address(es)

Main address

www.glasgow.gov.uk

Buyer's address

http://www.publiccontractsscotland.gov.uk/search/Search_AuthProfile.aspx?ID=AA00196

I.3) Communication

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

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

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

Purchase, Maintenance & Repair Provision of 26-ton Hydrogen Fuel Cell Electric Refuse Collection Vehicles

Reference number

GCC005116CPU

II.1.2) Main CPV code

- 34144511 - Refuse-collection vehicles

II.1.3) Type of contract

Supplies

II.1.4) Short description

The contract is split into the following two elements:

One off purchase of 26 ton hydrogen fuel cell electric refuse collection vehicles* to be delivered by 31st October 2022 via phased delivery as detailed in the Invitation to Tender document. The estimated budget for the purchase of the FCEV RCV's is 5,500,000GBP.

* The number of vehicles purchased will be dependent on the commercial submissions and budget availability at the time of contract award.

Three years maintenance and repair with two options for up to 12 months extensions. The estimated budget for the maintenance is 1,500,000GBP over 5 years

II.1.5) Estimated total value

Value excluding VAT: £7,000,000

II.1.6) Information about lots

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV code(s)

- 34144511 - Refuse-collection vehicles
- 34144512 - Refuse-compaction vehicles
- 90500000 - Refuse and waste related services
- 34144510 - Vehicles for refuse
- 34144500 - Vehicles for refuse and sewage
- 90000000 - Sewage, refuse, cleaning and environmental services
- 90511200 - Household-refuse collection services
- 90511000 - Refuse collection services
- 90511100 - Urban solid-refuse collection services
- 90512000 - Refuse transport services

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 council invites tender bids for the purchase of 26 tonne hydrogen fuel cell electric refuse collection vehicles and maintenance and repair provision for up to a period of five years.

This procurement is an important step for Glasgow City Council (GCC) in response to the impending climate emergency which shall be support the decarbonisation of the fleet and shall reduce the city's carbon emissions.

The maintenance and repair provision for hydrogen fuel cell electric refuse collection vehicles shall ensure GCC continues to meet its legal requirements in terms of vehicle servicing and maintenance.

The Service shall work within the current GCC operating model to ensure there is no detrimental operational impact or additional vehicle downtime.

The contract is estimated to be awarded in June 2021 with a start date to be confirmed.

The council is looking to award the entire contract to one Supplier.

II.2.5) Award criteria

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

Quality criterion - Name: Quality / Weighting: 35%

Price - Weighting: 60

II.2.6) Estimated value

Value excluding VAT: £7,000,000

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

Duration in months

36

This contract is subject to renewal

Yes

Description of renewals

Two possible 12 month extensions

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.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions

As stated in Invitation to Tender

III.1.2) Economic and financial standing

List and brief description of selection criteria

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

There is a minimum financial requirement that affects Minimum Turnover

Trading Performance and Liquidity

There is also a further requirement regarding Current Liquidity, which can be met by a Letter of Comfort from the bank of the Bidder (see below)

Minimum Turnover

Minimum Turnover to be set at 7.5m GBP per annum for the most recent financial year

Trading Performance Ratio

An overall positive outcome on pre-tax profit over a 3 year period

Exceptional items can be excluded from calculation

Liquidity Ratios

Current Ratio - Current Assets/Current Liabilities

Leverage Ratio - Long-term Debt/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.

The above ratios and minimum turnover requirements should be calculated on last set of accounts filed at Companies House.

For non-UK companies, ratios and minimum turnover should be calculated on information contained in the most recent audited accounts.

Applicants must not be the subject of an insolvency process.

Applicants who have been trading for less than the 3 years noted above must provide evidence that they are complying with the above minimum financial requirements for the period in which they have been trading.

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.

Where the Applicant is a group of economic operators (such as a consortium), at least one of the members of that group (preferably the lead), must demonstrate compliance with minimum financial requirements.

Due to the negative financial consequences of the pandemic, Glasgow City Council also requires assurance regarding current liquidity of the bidding company. The Bidder as a part of their tender submission must provide a Letter of Comfort from its own bank to satisfy the above financial requirement.

Glasgow City Council reserves the right, at its own discretion, to seek such other information from the Bidder in accordance with Regulations 61(7) or Regulation 61 (8) of the Public Contracts (Scotland) Regulations 2015 to prove the Bidder'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

INSURANCES

All insurance figures are reviewable by Glasgow City Council for each project being tendered. Glasgow City Council will make the final decision on the level required for each project. There may be an option to require a lower level of insurance cover depending on the risk involved however all changes to the standard insurance requirements must be approved in advance by Financial Services (Insurance Section).

Employer's Liability

The Bidder shall take out and maintain throughout the period of their services Employer's Liability insurance to the value of at least TEN MILLION (10000000) POUNDS STERLING in respect of any one claim and unlimited in the period.

Public Liability

The Bidder shall take out and maintain throughout the period of their services Public Liability insurance to the value of at least FIVE MILLION (5000000) POUNDS STERLING in respect of any one claim and unlimited in the period. Such insurance shall extend to cover Sales & Service Indemnity

Products Liability

The Bidder shall take out and maintain throughout the period of their services Products Liability insurance to the value of at least FIVE MILLION (5000000) POUNDS STERLING in respect of any one claim and in the aggregate.

Motor Insurance

The Bidder shall take out and maintain throughout the period of their services, at least statutory motor insurance cover as per the Road Traffic Act 1988.

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. No organisation may sub-let or sub-contracts any part of the commission unless the sub-contractor is similarly insured, except with the Council's express permission in writing. 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 Invitation to Tender then, the Bidder must certify in their response to this ITT that the specified insurance will be obtained prior to contract award.

Confirmation of Insurances

The Bidder is required to confirm that these levels of insurance would be in place should the Bidder be awarded this contract.

If the Bidder does not have the specified insurances or not certify an undertaking to do so, this WILL result in the Bidder not being taken to the next stage in the evaluation process.

All successful service provider will be required to sign an Insurance Mandate, which will be issued in conjunction with the award letter authorising the Council to request copies of insurance documents from the service provider's insurance provider.

If the mandate is not signed and returned the Council reserves the right to request copies of insurance certificates from bidders at any point during the contract period.

III.1.3) Technical and professional ability

List and brief description of selection criteria

Please refer to Document One - Invitation to Tender and Document Eleven - Single Procurement within the Attachment area of the portal within PCST.

4C.9 SPD Question

Please provide details of relevant tools, plant or technical equipment available to you in

relation to this procurement exercise.

The weighting will be out of 100% with 20% attributed to this question

4C.1.2 SPD Question

For public supply and public service contracts only, please provide 2 relevant examples of supplies and/or services carried out during the last three years as specified in the Contract Notice which should include the customer contact name, value of contract and contract start and end dates.

SPD Statement

Please note that we are allowing examples carried out during the last five years instead of three years as stipulated in the online SPDS question.

At least one example should be within the last 5 years and ideally, one example should ideally be from the public sector.

Relevant examples should include the development, construction and satisfactory delivery of fuel cell electric vehicles.

The response should include, but not be limited to;

Client, Contract value, Contract dates.

A brief project description, Vehicle type, Number of vehicles and vehicle performance. together with the teams' role in its delivery; defining the key roles over the service provision

Name(s) of key sub-subcontractors and their roles

Approach taken in delivery of the example project services; demonstrating successful management and implementation of the key consultant roles, comparable with those required of this commission, and identifying how project constraints and challenges were addressed, and how project objectives and aspirations were met.

The weighting will be out of 100% with 40% attributed to example 1

The weighting will be out of 100% with 40% attributed to example 2

A minimum pass mark of 60% out of 100% is required in total for this section.

Any Bidder who fails to achieve the minimum score for this section will be excluded at this

stage.

III.2) Conditions related to the contract

III.2.2) Contract performance conditions

As referenced in Document One - Invitation to Tender and Document Two - Terms & Conditions

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

Date

29 April 2021

Local time

12:00pm

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

29 April 2021

Local time

12:00pm

Place

Glasgow

Section VI. Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: This contract is for one off purchase of refuse collection vehicles. The maintenance and repair provision is for 36 months with the option to extend for 2 additional periods of up to 12 months each. Therefore it is estimated that the notice for this re-tender will be issued in 2025 should be extensions be exercised.

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

Economic operators may be excluded from this competition if they are in any situations referred to in regulation 58 of the Public Contracts (Scotland) Regulations 2015.

Information regarding the Single Procurement Document and contracting authority specific requirements can all be found in Document Eleven , which is available within the attachment area of Public Contracts Scotland.

For ESPD Questions 4D.1, 4D1.1, 4D1.2, 4D2, 4D2.1 and 4D2.2; applicants should hold the relevant certificates for Quality Assurance Schemes and Environmental Management Standards . If bidders do not hold the relevant certificates, they will be required to respond

to supporting questions as detailed in Document Eleven.

Bidders must complete Document Six – Health and Safety Questionnaire and submit it with the tender submission (Only bidders who pass the health and safety aspect shall be considered).

Freedom of Information Act

Information on the FOI Act is contained in Appendix A of the ITT. Applicants must note the implications of this legislation and ensure that any information they wish the council to consider withholding is specifically indicated on the FOI 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 qualification they may wish to make conditional to this offer.

Prompt Payment

The successful Supplier shall, as a condition of being awarded the tender, be required to demonstrate to the council's satisfaction that all funds due to the tenderer's permitted sub-contractors in respect of these works are paid timeously and that as a minimum invoices rendered by subcontractors shall (unless formally disputed by the tenderer) be paid within 30 days of receipt. The successful tenderer shall also impose this condition on its sub-contractors in respect of payments due to any sub-sub-contractors, if any.

Non Collusion

Bidders will be required to complete the Non Collusion certificate.

Insurance Mandate

All successful suppliers will be required to sign an Insurance Mandate, contained in the buyers attachments area within the PCS Tender portal authorising the Council to request copies of insurance documents from the supplier's insurance provider. If the mandate is not signed and returned the Council reserves the right to request copies of insurance certificates from bidders at any point during the contract period.

Terms and Conditions are located within the attachments area within the PCS Tender portal and are reference Document Two

Additional information pertaining to this contract notice is contained in the Invitation to Tender Document One and SPD Document Eleven situated within the attachments area

of PCS-T.

Bidders must ensure they read all the attachments available in the suppliers attachment area in line with this contract notice.

The buyer is using PCS-Tender to conduct this ITT exercise. The Project code is 18311. 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:

<http://www.publiccontractsscotland.gov.uk/info/InfoCentre.aspx?ID=2361>

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

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

The council is seeking Mandatory un-scored and Voluntary Community Benefits. Please refer to the Document One - Invitation to Tender -

contained within the Buyers Attachment area of PCS-T for further information and the number of points the Bidder must provide Community Benefits for.

(SC Ref:648523)

VI.4) Procedures for review

VI.4.1) Review body

Glasgow Sheriff Court and Justice of the Peace Court

PO BOX 23 1 Carlton Place

Glasgow

G5 9DA

Email

glasgow@scotcourts.gov.uk

Country

United Kingdom

Internet address

www.glasgow.gov.uk

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures

Glasgow City 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. 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 86 of The Public Contract (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 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.