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Tender

## **Framework Agreement for Winter Service Operations Within the Administrative Area of Kirklees**

Kirklees Council

F02: Contract notice

Notice identifier: 2023/S 000-011547

Procurement identifier (OCID): ocds-h6vhtk-03c348

Published 21 April 2023, 3:31pm

### **Section I: Contracting authority**

#### **I.1) Name and addresses**

Kirklees Council

Town Hall, Ramsden Street

Huddersfield

HD1 2TA

#### **Email**

[highways.contracts@kirklees.gov.uk](mailto:highways.contracts@kirklees.gov.uk)

#### **Telephone**

+44 1484221000

#### **Country**

United Kingdom

#### **Region code**

UKE44 - Calderdale and Kirklees

**Justification for not providing organisation identifier**

Not on any register

**Internet address(es)**

Main address

<http://www.kirklees.gov.uk>

Buyer's address

<https://yortender.eu-supply.com>

**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://yortender.eu-supply.com>

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

<https://yortender.eu-supply.com>

**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**

Framework Agreement for Winter Service Operations Within the Administrative Area of Kirklees

Reference number

KMCHS-387

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

- 90620000 - Snow-clearing services

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

Services

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

The 'services' will consist of the provision of labour, plant, and vehicles to carry out carriageway and footway Winter Service Operations predominantly on the public highway within the administrative area of Kirklees Council.

These operations include the precautionary application of de-icing agent to the carriageway and footway, throughout the winter maintenance season (refer to File 03 Price Schedule, Schedule 1 & 2 of the tender documents).

During and after periods of heavy snow fall or extended snow fall additional resources are sought to support service delivery during these events, operations will include snow ploughing, de-icing agent application and snow clearance services, (refer to File 03 Price Schedule, Schedule 2). The notice will be formally published on the 21/04/2023 with the tender documents to be published through YORtender on 24/04/2023.

#### **II.1.5) Estimated total value**

Value excluding VAT: £4,400,000

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

This contract is divided into lots: No

## **II.2) Description**

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

- 16000000 - Agricultural machinery
- 90620000 - Snow-clearing services

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

NUTS codes

- UKE44 - Calderdale and Kirklees

Main site or place of performance

The Borough of Kirklees Council

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

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These operations include the precautionary application of de-icing agent to the carriageway and footway, throughout the winter maintenance season (refer to File 03 Price Schedule, Schedule 1 & 2 of the tender documents).

During and after periods of heavy snow fall or extended snow fall additional resources are sought to support service delivery during these events, operations will include snow ploughing, de-icing agent application and snow clearance services, (refer to File 03 Price Schedule, Schedule 2).

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

Price is not the only award criterion and all criteria are stated only in the procurement documents

### **II.2.6) Estimated value**

Value excluding VAT: £4,400,000

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

Start date

1 October 2023

End date

30 September 2025

This contract is subject to renewal

Yes

Description of renewals

The contract is for 24 months from 1st October 2023 to 30th September 2025 with the provision to extend a further two years (1+1) until 30th September 2027.

#### **II.2.10) Information about variants**

Variants will be accepted: No

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

Options: No

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

NB File 03 Price Schedule, if Schedule 1 - Precautionary Gritting is completed then Contractors must also complete Schedule 2 - Winter Service Operations including Snow Clearing.

If you prefer you can price item(s) in Schedule 2 - Winter Service Operations including Snow Clearing ONLY.

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## **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

In accordance with (i) Article 57 and 59 to 61 of Directive 2014/24/EU and (ii) Regulations 57 to 61 of the Public Contract Regulations 2015 (SI 2015/102), and as set out in the selection questionnaire ("SQ") available from the address as set out in Section (I.1) of this notice above, the Council of the Borough of Kirklees acting as the principal contracting authority reserves the right to refuse any Contractor's application and to exclude its tender from the evaluation in any of the circumstances as follows:

(i) in the event the completed SQ, supporting information and/or any other tender submissions are incomplete, inaccurate or misleading or otherwise not submitted in accordance with the requirements set out in the SQ or any of the other Tender Documents; and/or;

(ii) for any reason specified in Regulation 57 (Exclusion Grounds) of the Public Contracts Regulations 2015 (SI 2015/102), which requires or permits the principal contracting authority not to select or to treat any Contractor as an ineligible Contractor; and / or

(iii) Contractors scoring "Fail" in the SQ will not be selected for consideration of their tender submission.

Section 7 - Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015.

Answering "Yes" to question 7.1 and "No" to Question 7.2 will result in exclusion unless the Contractor:

(1) can demonstrate that you are legally exempt from the requirement to comply with the annual reporting requirements contained within section 54 of the Act; or

(2) commit to comply with such reporting requirements within 6 months of the date of your submitted questionnaire.

#### **III.1.2) Economic and financial standing**

Selection criteria as stated in the procurement documents

#### **III.1.3) Technical and professional ability**

List and brief description of selection criteria

Contractors must complete Part 3: Section 6 of the SQ.

Contractors must provide details of up to three (3) contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise ("VCSE") that are relevant to the principal contracting authority's requirements. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three (3) years. The named contact provided should be able to provide written evidence to the principal contracting authority to confirm the accuracy of the information provided below. Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the Consortium is newly formed or a Special Purpose Vehicle ("SPV") will be created for this contract) then three (3) separate examples should be provided between the principal member(s) of the proposed Consortium or SPV (three (3) examples are not required from each member). Where the Contractor is a SPV, or a Managing Agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract. If the Contractor cannot provide at least one (1) example for Questions 6.1 see Question 6.3, in no more than five hundred (500) words, Contractors must provide an explanation for this e.g. is the Contractor's organisation a new start-up or have you provided works in the past but not under a contract.

Minimum level(s) of standards possibly required:

Section 6 - Relevant experience and contract examples:

Responses to Section 6 will be scored as follows:

Pass - The Contractor has provided either:

1. at least one example of a previous contract that meets the minimum requirements set out in Section 6, and demonstrates to the reasonable satisfaction of the principal contracting authority that the Contractor possesses the relevant general technical expertise and professional experience to be entrusted with the principal contracting authority's contract.

OR.

2. a satisfactory reason as to why the Contractor is unable to provide any examples of previous contracts that are relevant to the principal contracting authority's requirements under this Procurement e.g. that your organisation is a new start-up or you have provided works in the past but not under a contract as set out in Question 6.3.

However Contractors are asked to note that:

(i) If Contractors need to use more than one example to demonstrate that they possess the relevant general technical expertise and professional experience, they may do so up to a maximum of three (3) examples.

(ii) The principal contracting authority reserves the right to confirm the accuracy of any information provided in response to Section 6 with any named customer contact(s).

(iii) Any replies from any named customer contact(s) which lead the principal contracting authority, acting reasonably, to doubt any significant representations made in the Contractor 's responses to Section 6 may result in exclusion.

Fail - The Contractor:

1. has failed to provide any examples of any previous contracts in response to Section 6; and has failed to provide a satisfactory reason as to why they were unable to provide any examples;

OR.

2. the examples given in response to Section 6 do not demonstrate to the satisfaction of the principal contracting authority that the Contractor possesses the relevant general technical expertise and professional experience to be entrusted with the principal contracting authority's Contract.

## **III.2) Conditions related to the contract**

### **III.2.2) Contract performance conditions**

The performance of the Works Orders by the Contractor during the Framework Period will be subject to review by the principal contracting authority and the other contracting authorities, carried out in accordance with the tender documents which are available to download at

<https://yortender.eu-supply.com>

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## **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 several operators

#### **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

24 May 2023

Local time

1:00pm

#### **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: 6 (from the date stated for receipt of tender)

#### **IV.2.7) Conditions for opening of tenders**

Date

24 May 2023

Local time

1:05pm

Place

The above time and date for opening is estimated, subject to change.

Information about authorised persons and opening procedure

Representatives of Corporate Procurement, Audit and any other authorised officer of the Council.

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## **Section VI. Complementary information**

### **VI.1) Information about recurrence**

This is a recurrent procurement: Yes

### **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**

The contracting authority (i.e. the Council of the Borough of Kirklees) considers that this Framework Agreement may be suitable for economic operators that are small or medium enterprises ("SMEs"). However, any selection of economic operators will be based solely on the criteria set out for the procurement, and the Framework Agreement will be awarded on the basis of the most economically advantageous tender based on lowest price only. The award criteria is set out in the procurement documentation (available to download at <https://yortender.eu-supply.com>). With regards to the estimated total value of works for the entire duration of the Framework Agreement, please note the values stipulated in Section II.1.5 of this Notice above covers the potential spend of Council of the Borough of Kirklees, throughout the duration of the Framework Agreement. Notwithstanding the range of values stipulated in Section II.1.5, however, for the avoidance of doubt please note that:

i) The estimates given in Section II.1.5 of this Notice are strictly estimated values only.

ii) Any information supplied in the Tender Documents as to the likely volumes of works or the times when they are likely to be required are given purely as indication of past experiences of the Council.

iii) The anticipated usage of this Framework Agreement is unknown at present. Tenderers should note that it is not possible to establish an exact future workload and it is therefore not possible to guarantee that all or any of the successful economic operators with whom Kirklees Council enters into the Framework Agreement will in fact be called upon to execute Services on behalf of the Council. Unless otherwise specifically stated elsewhere in the Tender Documents, there is no minimum or maximum value/quantity of Services that may be ordered on anyone occasion and the rates tendered must therefore reflect the likelihood of varying magnitude of Services and types of Services.

iv) The Council is not bound to enter into any Services Order or other contract following discussions or other representations and the Council shall not incur any liability in respect of any failure to enter into any Service Contract or in connection with the total volume, type of Services or value of Services anticipated by the economic operators or which any economic operator is asked to carry out.

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

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

High Court of England and Wales

United Kingdom

Country

United Kingdom

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

Precise information on deadline(s) for review procedures

In accordance with Regulation 86 (Notices of decisions to award a contract or conclude a framework agreement), Regulation 87 (Standstill periods) and Chapter 6 (Applications to Court) of the Public Contract Regulations 2015 (SI 2015/102), the principal contracting authority has incorporated a minimum ten (10) calendar day standstill period at the point that information on the conclusion of the Framework Agreement was communicated to Contractors. This period allowed any unsuccessful Contractor(s) to seek further debriefing from the contracting authority before the award (or non-award) of the Framework Agreement. Such additional information should have been (and can still be) requested from the address at Sections I.1 and I.3 of this Notice above. If an appeal regarding the award (or non-award) of the Framework Agreement has not been successfully resolved,

then the Regulations 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 High Court (England, Wales and Northern Ireland). Any such action must be started within thirty (30) days beginning with the date when the aggrieved party first knew or sought to have grounds for starting the proceedings had arisen. The Court may extend the time limited for starting proceedings where the Court considers that there is a good reason for doing so, but not so as to permit proceedings to be started more than three (3) months after that date. Where the Framework agreement has not been awarded, the Court may order the setting aside of the award decision or reorder the contracting authority to amend any document and may award damages. If however the Framework Agreement has been awarded, the Court may only award damages or, where the contract award procedures have not been followed correctly, declare the Framework Agreement to be ineffective.