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Tender

Supply, Delivery, Fitting, Puncture Repair and Disposal of Tyres for Vehicle and Plant

Glasgow City Council

F02: Contract notice

Notice identifier: 2022/S 000-028370

Procurement identifier (OCID): ocids-h6vhtk-037447

Published 10 October 2022, 10:58am

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

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

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

Supply, Delivery, Fitting, Puncture Repair and Disposal of Tyres for Vehicle and Plant

Reference number

GCC005347CPU

II.1.2) Main CPV code

- 50116500 - Tyre repair services, including fitting and balancing

II.1.3) Type of contract

Services

II.1.4) Short description

Glasgow City Council is inviting tender bids for the Supply, Delivery, Fitting, Puncture Repair and Disposal of Tyres for Vehicle and Plant.

Glasgow is intending to appoint one Service Provider to provide all associated services listed below:

Supply, Fit, Puncture Repair (and associated services) & Disposal of tyres for

Cars & Vans.

Trucks

Agricultural/Plant

Supply Only for tyres for

Cars and Vans

Trucks

Agricultural/Plant

II.1.5) Estimated total value

Value excluding VAT: £3,800,000

II.1.6) Information about lots

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV code(s)

- 19511100 - Tyre flaps
- 19511300 - Tyre treads
- 34350000 - Tyres for heavy/light-duty vehicles
- 34351000 - Light-duty tyres
- 34351100 - Tyres for motor cars
- 34352000 - Heavy-duty tyres
- 34352100 - Tyres for trucks
- 34352200 - Tyres for buses
- 34352300 - Agrarian tyres
- 34411200 - Tyres for motorcycles
- 34432100 - Tyres for bicycles
- 34631400 - Wheel axles and tyres and other parts of locomotives or rolling stock
- 34913200 - Retreaded tyres
- 50116500 - Tyre repair services, including fitting and balancing
- 50116510 - Tyre-remoulding services

II.2.3) Place of performance

NUTS codes

- UKM82 - Glasgow City

II.2.4) Description of the procurement

The service shall be required seven days a week, 24 hours a day, 365 days a year to

accommodate Glasgow City Council's operational requirements.

The council has deemed the following four areas where Supply, Fit, Puncture Repair (and associated services) & Disposal for tyres services will be required during the contract period of which the council reserves the right to add or remove areas during the contract period:

Council premises within Glasgow Boundary

Third Party premises within Scotland used by the council for Vehicle Maintenance within 30 miles of 91 Jessie Street, G42 0PG

Roadside breakdown within 50 miles of 91 Jessie Street, G42 0PG which is the main depots

Service Provider premises

Tyre Management is vital for the Council to obtain best value of which the council requires comprehensive digital fleet audit for all council vehicles and fleet inspection of certain vehicles.

II.2.5) Award criteria

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

Quality criterion - Name: Service Delivery / Weighting: 17.5

Quality criterion - Name: Sustainability / Weighting: 5

Quality criterion - Name: Management Information / Weighting: 2.5

Price - Weighting: 70

II.2.6) Estimated value

Value excluding VAT: £1,300,000

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

Duration in months

24

This contract is subject to renewal

Yes

Description of renewals

The contract is expected to run for two years with an option to extend for two periods each up to 12-month. Any extension will be exercised by the council serving notice on the bidder 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.2.12) Information about electronic catalogues

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue

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

Financial Check

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

There is a minimum financial requirement that affects trading performance, balance sheet strength and current liquidity. Financial requirements for trading performance and balance sheet strength should be calculated on latest filed accounts with Companies House.

Trading Performance

An overall positive outcome on EBITDA earnings over a 3 year period.

Exceptional items can be excluded from the calculation.

The above would be expressed in the ratio EBITDA/Turnover.

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.

If a Bidder 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 Bidder should have no outstanding issues, with regard to statutory filing requirements with Companies House.

Bidder 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.

Bidders 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 potential negative financial consequences of the pandemic on company finances, Glasgow City Council also requires assurance regarding current liquidity of the bidding company

The Bidder 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.

Glasgow City Council's Insurance Requirements are:

>Bidder shall take out and maintain, throughout the period of the contract, Employers' Liability – in accordance with Regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 to a minimum indemnity limit of GBP 10 million each and every occurrence;

>Bidder shall take out and maintain, throughout the period of the contract, Products Liability – to a minimum indemnity limit of GBP 5 million each and every occurrence and in the aggregate in respect of Products.

>Bidder shall take out and maintain, throughout the period of the contract, Public Liability – to a minimum indemnity limit of GBP 5 million each and every occurrence and in the aggregate in respect of Products. Public Liability should extend to cover Service Indemnity;

>Motor Vehicle - in accordance with the provisions of the current Road Traffic Act 1988 to a minimum indemnity limit of GBP 5 million each and every occurrence

III.1.3) Technical and professional ability

List and brief description of selection criteria

Technical & Professional Ability

Bidders are required to provide evidence of having the necessary capacity and capability to deliver the requirement as described in Section 11.2.4/2.2 of the Contract Notice and Section 4 of this ITT document.

Bidders are required to respond to question 4C.1 within the qualification submission of the tender.

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

Example 1 - 50%

Example 2 - 50%

Total Section 100%

Bidders must score a minimum threshold of 60% across both examples and/or Any Bidder who fails to achieve the minimum points score for any question will be disqualified.

Please refer to Document One - Invitation to Tender within the Attachment area of the portal within PCST for further information

III.2) Conditions related to the contract

III.2.2) Contract performance conditions

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

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract

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

11 November 2022

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

11 November 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: June 2024

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.

For SPD Questions 4D.1, 4D1.1, 4D1.2, 4D2, 4D2.1 and 4D2.2; Bidders 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 at the Request for Document Stage of the tender process.

Bidders must complete Document Two – 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 Three

Additional information pertaining to this contract are contained in the Invitation to Tender Document One.

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

The buyer is using PCS-Tender to conduct this ITT exercise. The Project code is 22306. 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:

Mandatory – Supplier Proposals

A total of 90 community benefit points must be provided by the successful Service Provider during the contract period.

90 community benefits points will be triggered once the spend reach the undernoted thresholds

30 points @ reaching GBP 800,000

30 points @ reaching GBP 1,600,000

30 points @ reaching GBP 2,400,000

Bidders are required to offer the minimum CB points as detailed above as a mandatory requirement.

Bidders must confirm that they will meet these obligations in full by completing the relevant areas within the Community Benefits Menu.

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

(SC Ref:707172)

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.