

UK-Glasgow: car repair services

OJ S 95/2012 19/05/2012

Contract notice

Services

Directive 2004/18/EC

Section I: Contracting authority

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**I.1. Name and addresses**

Official name: Strathclyde Joint Police Board

Postal address: 173 Pitt Street

Town: Glasgow

Postal code: G2 4JS

Country: United Kingdom

For the attention of: Corporate Procurement Department

E-mail: [procurementtenders@strathclyde.pnn.police.uk](mailto:procurementtenders@strathclyde.pnn.police.uk)

Telephone: +44 1415326901

Fax: +44 1415326907

**Internet address(es):**

General address of the contracting authority: <http://www.strathclyde.police.uk>

Address of the buyer profile: [http://www.publiccontractsscotland.gov.uk/search/Search\\_AuthProfile.aspx?ID=AA00122](http://www.publiccontractsscotland.gov.uk/search/Search_AuthProfile.aspx?ID=AA00122)

**Additional information can be obtained from:**

the abovementioned address

**Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from:**

the abovementioned address

**Tenders or requests to participate must be submitted:** Official name: Strathclyde Joint Police Board

Postal address: 173 Pitt Street

Town: Glasgow

Postal code: G2 4JS

Country: United Kingdom

Contact person: Legal Services

For the attention of: Legal Services Manager

E-mail: [procurementtenders@strathclyde.pnn.police.uk](mailto:procurementtenders@strathclyde.pnn.police.uk)

Telephone: +44 1415326901

Fax: +44 1415326907

Internet address: <http://www.strathclyde.police.uk>

**I.2. Type of the contracting authority**

Body governed by public law

**I.3. Main activity**

Other: Police Authority for the Strathclyde Police Force area with the functions referred to in Section 2 of the Police (Scotland) Act 1967.

**I.4. Contract award on behalf of other contracting authorities**

The contracting authority is purchasing on behalf of other contracting authorities: no

## Section II: Object of the contract

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### II.1. Description

#### II.1.1. Title attributed to the contract by the contracting authority

Provision of a vehicle accident damage repair service.

#### II.1.2. Type of contract and place of performance or delivery

Services

Service category No 1: Maintenance and repair services

Main site or place of performance: Various locations within the Strathclyde police force area as may be required.

NUTS code UKM3 South Western Scotland

#### II.1.3. Information about a framework agreement or a dynamic purchasing system

The notice involves a public contract

#### II.1.4. Information about framework agreement

#### II.1.5. Short description of the contract or purchase(s)

The Police Authority anticipates that there may be awards to several contractors as a result of this tender exercise but reserves the right to award to one contractor.

The Contractor(s) must provide a service for the collection of damaged vehicles from workshop locations at Strathclyde police / ambulance premises; the repair of the said vehicles and their delivery back to workshop locations at Strathclyde police / ambulance premises (the "Services"). All transportation of vehicles must be by secure full lift recovery vehicles: the Force will accept no alternative methods.

The Contractors' premises must have adequate and appropriate facilities to provide vehicle repair services to the standards detailed in the ITT and must include the capability for:

- Refinishing works,
- Paint/spray,
- Fitting of beacons, lights, aerials, audible warning devices, reflective / fluorescent marking tape etc,
- Removal and replacement of damaged bodywork panels,
- Removal and replacement of mechanical and electrical components; and,
- An alignment of complete body and steering geometry.

The premises must be within one hour's travel of the Transport department based at the Meiklewood Road Complex, Glasgow, to allow nominated representatives of the joint board the opportunity to visit and monitor repairs as required.

The Services must be available during normal working hours (Monday to Friday, 9:00 to 17:00 hours) and at any other times detailed by the Contractor in its tender submission.

Vehicle repairs are to be carried out in accordance with the ITT specification and to the quality standards set by the appropriate vehicle manufacturer and within the repair times set by an approved automotive repair costing system.

It is desirable that tenderers have obtained, or are in the process of achieving, certification under quality standard ISO 9001:2000 and environmental standard ISO 14001:2004 or equivalents.

Welders employed and/or appointed by the Contractor to carry out welding repairs must be accredited to BS 1140:1993 or equivalent for spot welding and BS 4872-2:1976 or equivalent for MIG welding and must adhere to any new legislation in relation to welding repair work undertaken over the period of the Contract.

Vehicles held by the Contractor(s), whether awaiting repair, or awaiting delivery after repairs have been completed, are to be held free of any storage charge. During working hours the vehicles must be held in a facility with a secure perimeter protected by means acceptable to the Force. Outwith working hours the vehicles must be held under cover in a secure facility protected by means acceptable to the Force.

The Contractor(s) must guarantee all repair work to cover faulty materials and workmanship for a minimum period of twelve months, or for the remaining period of the vehicle warranty, whichever is the greater, from the date the work is carried out. Any parts fitted should be covered by the part manufacturer's normal warranty terms. The Contractor guarantee for materials and workmanship and any part warranty must be transferable to the first owner of the vehicle upon disposal by the Police Authority should the guarantee/warranty still be valid. Should a repair or replacement be unsuccessful within the period of the Contractor's guarantee or part warranty, the Contractor will be required to carry out rectification work, including collection/delivery of the vehicle, free of charge.

Note: to register your interest in this notice and obtain any additional information please visit the Public Contracts Scotland web site at [http://www.publiccontractsscotland.gov.uk/Search/Search\\_Switch.aspx?ID=216117](http://www.publiccontractsscotland.gov.uk/Search/Search_Switch.aspx?ID=216117).

**II.1.6. CPV code(s)**

50112100 Car repair services

**II.1.7. Information about the Government Procurement Agreement (GPA)**

The procurement is covered by the Government Procurement Agreement: yes

**II.1.8. Lots**

This contract is divided into lots: no

**II.1.9. Information about variants**

Variants will be accepted: no

**II.2. Scope of the procurement**

**II.2.1. Total quantity or scope**

The contract period shall commence on 1.12.2012 and endure until 30.11.2015.

Strathclyde Police operates a fleet of approximately 1 200 vehicles and in addition controls a number of vehicles for legitimate police business. The Force's vehicle fleet will vary in size and composition over time. The Services provided must apply without amendment to all vehicles within the Force vehicle fleet and any additional vehicle hired, leased or under the control of the Police Authority at any time during the period of the Contract.

Estimated value excluding VAT: 1 750 000 GBP

**II.2.2. Information about options**

Options: no

**II.2.3. Information about renewals**

This contract is subject to renewal: no

**II.3. Duration of the contract or time limit for completion**

Start 1.12.2012. Completion 30.11.2015

**Section III: Legal, economic, financial and technical information**

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**III.1. Conditions related to the contract**

### **III.1.1. Deposits and guarantees required**

A Parent Company or other guarantee may be required.

### **III.1.2. Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them**

For the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 it is acknowledged that the agreed credit period will be 30 days. Payment of invoices will be made within 30 days from the date of the invoice issued at the time of, or subsequent to, the delivery of the goods and/or the service performance conforming to the terms and conditions of this contract after confirmation of the aforementioned by an authorised officer of Strathclyde Joint Police Board.

All prices on the Tender must be in Sterling and all payments made to the successful Tenderer will also be in Sterling.

### **III.1.3. Legal form to be taken by the group of economic operators to whom the contract is to be awarded**

Strathclyde Joint Police Board will require each Supplier in the Group to be jointly and severally liable for the satisfactory performance of any Contract. This assurance will be required, in writing, before any contract can be awarded to any such Group.

### **III.1.4. Contract performance conditions**

The performance of the contract is subject to particular conditions: no

## **III.2. Conditions for participation**

### **III.2.1. Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers**

### **III.2.2. Economic and financial ability**

List and brief description of conditions: (1) All candidates will be required to provide a statement, covering the 3 previous financial years including the overall turnover of the candidate and the turnover in respect of the activities which are of a similar type to the subject matter of this notice.

Where a candidate has been trading for less than three years they will be required to provide a statement covering the actual number of years trading including the overall turnover of the candidate and the turnover in respect of the activities which are of a similar type to the subject matter of this notice.

Minimum level(s) of standards possibly required: Minimum average annual turnover of 900 000 GBP.

### **III.2.3. Technical and professional ability**

List and brief description of conditions:

(1) Details of the educational and professional qualifications of their managerial staff; and those of the person(s) who would be responsible for providing the services or carrying out the work or works under the contract.

Please note educational and professional qualifications will only be required for those person (s) carrying out welding repairs.

Minimum level(s) of standards possibly required:

Welders employed to carry out welding repairs must be accredited to BS 1140:1993 or equivalent for spot welding and BS 4872-2:1976 or equivalent for MIG welding.

### **III.2.4. Information about reserved contracts**

### **III.3. Conditions specific to services contracts**

#### **III.3.1. Information about a particular profession**

#### **III.3.2. Information about staff responsible for the performance of the contract**

## **Section IV: Procedure**

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### **IV.1. Type of procedure**

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

Open

#### **IV.1.2. Information about the limits on the number of candidates to be invited**

#### **IV.1.3. Information about reduction of the number of solutions or tenders during negotiation or dialogue**

### **IV.2. Award criteria**

#### **IV.2.1. Award criteria**

The most economically advantageous tender in terms of Price is not the only award criterion and all criteria are stated only in the procurement documents

#### **IV.2.2. Information about electronic auction**

An electronic auction will be used: no

### **IV.3. Administrative information**

#### **IV.3.1. File reference number attributed by the contracting authority**

12/008

#### **IV.3.2. Previous publication concerning this procedure**

#### **IV.3.3. Conditions for obtaining specifications and additional documents or descriptive document**

Time limit for receipt of requests for documents or for accessing documents: 27.6.2012

#### **IV.3.4. Time limit for receipt of tenders or requests to participate**

4.7.2012 - 12:00

#### **IV.3.5. Estimated date of dispatch of invitations to tender or to participate to selected candidates**

#### **IV.3.6. Languages in which tenders or requests to participate may be submitted**

English.

#### **IV.3.7. Minimum time frame during which the tenderer must maintain the tender**

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

#### **IV.3.8. Conditions for opening of tenders**

Date: 4.7.2012 - 12:00

Place:

Legal Services Department, Strathclyde Police Headquarters, 173 Pitt Street, Glasgow G2 4JS, UNITED KINGDOM.

Persons authorised to be present at the opening of tenders: yes

Information about authorised persons and opening procedure: Those persons authorised by Strathclyde Joint Police Board's Standing Orders Relating to Contracts.

## **Section VI: Complementary information**

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

This is a recurrent procurement: yes

Estimated timing for further notices to be published: Further notices should be published Nov /Dec 2014.

### **VI.2. Information about European Union funds**

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

This Contract shall be governed by the Law of Scotland.

Candidates should note that a detailed finance check will be carried out by the Director of Finance and Resources, or his authorised representative, to validate the Candidate's financial status. The Authority may seek independent financial advice to assist with the validation of the information declared by Candidates.

Electronic copies (e-mail, disc, etc) of the ITT documentation will not be available.

Tenderers are asked to note draft legislation (The Police and Fire Reform (Scotland) Bill) is currently before the Scottish Parliament that is intended to create a Police Service of Scotland and a single Scottish Police Authority which will replace the current 8 Police Forces and Authorities and the Scottish Police Services Authority. The current timescale for the establishment of the new Force and Authority is 1 April 2013. As currently drafted the legislation anticipates that any rights or obligations which an existing Police Authority has or may have under a contractual arrangement or other agreement will transfer to the Scottish Police Authority.

(SC Ref:216117).

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

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

#### **VI.4.2. Review procedure**

Precise information on deadline(s) for review procedures: The Contracting Authority will issue to all tenderers by electronic means a formal award decision notification. The notification will give reasons for the award decision and provide details of the standstill period during which period the Contracting Authority will refrain from awarding any contract, which period shall not be less than ten clear days from the date of the issue of the notification. If proceedings are served on the Contracting Authority in relation to a contract that has not yet been entered into, the procurement process will be automatically suspended. The Public Contracts (Scotland) Regulations 2012 as amended provide for aggrieved parties to take action in the Sheriff Court or Court of Session. Any proceedings brought under the Regulations (other than proceedings seeking an ineffectiveness order) must be brought within thirty days of the date on which the unsuccessful party knew, or ought to have known, that grounds for starting the proceedings had arisen unless the Court considers that there is a good reason for extending the period within which proceedings may be brought, in which case the Court may extend that period up to a maximum of three months from that date. Any proceedings seeking an ineffectiveness order must be brought within thirty days of the relevant date under Regulation 47 (8) of the Public Contracts (Scotland) Regulations 2012 as amended, or, if neither of the circumstances in Regulation 47 (8) apply, within six months of the date the contract was entered into.

**VI.4.3. Service from which information about the review procedure may be obtained**

**VI.5. Date of dispatch of this notice**

17.5.2012