

United Kingdom-Leeds: Repair and maintenance services of building installations

OJ S 135/2019 16/07/2019

Contract notice

Services

Legal Basis:

Directive 2014/24/EU

Section I: Contracting authority

I.1. Name and addresses

Official name: Yorkshire Housing Ltd

Postal address: Dysons Chambers, 12-14 Briggate

Town: Leeds

NUTS code: UKE Yorkshire and the Humber

Postal code: LS1 6ER

Country: United Kingdom

E-mail: tenders@tppl.co.uk

Telephone: +44 1954250517

Internet address(es):Main address: <http://www.yorkshirehousing.co.uk>**I.3. Communication**

The procurement documents are available for unrestricted and full direct access, free of charge, at: <https://www.delta-esourcing.com/tenders/UK-UK-Leeds:-Repair-and-maintenance-services-of-building-installations./PBKFC325K9>

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted electronically via: <https://www.delta-esourcing.com/respond/PBKFC325K9>

Tenders or requests to participate must be submitted to the abovementioned address

I.4. Type of the contracting authority

Body governed by public law

I.5. Main activity

Housing and community amenities

Section II: Object

II.1. Scope of the procurement**II.1.1. Title**

Swarcliffe PFI Repairs and Maintenance Framework

Reference number: YH/RIPP/01

II.1.2. Main CPV code

50700000 Repair and maintenance services of building installations

II.1.3. Type of contract

Services

II.1.4. Short description

Yorkshire Housing Ltd invites tenders for organisations to participate in a 48-month Framework Agreement for the supply of repairs and maintenance services to housing stock within the Swarcliffe area of Leeds.

Through a Private Finance Initiative ('PFI') with Leeds City Council, YH is responsible for managing delivery of a range of works and repairs to housing stock in Swarcliffe. This framework is to allow the appointment of a main contractor primarily to deliver reactive repairs /maintenance, void maintenance, adaptations and package repairs.

Services will be delivered under call-off contracts awarded via direct award or mini-competition processes. Any expenditure levels stated in this notice or the procurement documents are not a guarantee of purchases, and expenditure may vary up or down dependent on the needs of YH and LCC.

II.1.5. Estimated total value

Value excluding VAT: 4 000 000,00 GBP

II.1.6. Information about lots

This contract is divided into lots: no

II.2. Description

II.2.3. Place of performance

NUTS code: UKE Yorkshire and the Humber

Main site or place of performance: Yorkshire and The Humber.

II.2.4. Description of the procurement

Yorkshire Housing Ltd invites tenders for organisations to participate in a 48-month Framework Agreement for the supply of repairs and maintenance service so housing stock within the Swarcliffe area of Leeds. The range and types of services required are detailed procurement documents.

Through a Private Finance Initiative with Leeds City Council, YH is responsible for managing delivery of a range of works and repairs to housing stock in Swarcliffe. This framework is to allow the appointment of a main contractor primarily to deliver reactive repairs/maintenance, void maintenance, adaptations and package repairs.

The framework may potentially be accessed to award works associated with 'Access Refusals'. Access Refusals are typically whole or partial house improvements (e.g. windows and doors, heating, kitchens, bathrooms and electrical installations). These will be for properties that were not refurbished during the main programme of improvements.

There is no guarantee as to the number or frequency of these whole (or partial) house refurbishments that are classified as access refusals. However, to provide an indication there is likely to be in the region of one per annum and in any event no more than 14 (whole or partial) during the entirety of the framework. An example as to scope of activity and approach to pricing access refusals is provided in Appendix B, file '14. Access Refusal pricing scope. xlsx'.

Services will be delivered under call-off contracts ('Contract') awarded via direct award or mini-competition processes. The Agreement will be used by YH and may also be used by all other subsidiaries of the YH group of companies, both current and future.

Therefore, the envisaged approach is as follows; YH have issued this tender to create the agreement from which contracts will be awarded. The primary contract (covering day-to-day repairs/reactive maintenance, voids, adaptations and package repairs to housing stock in Swarcliffe) is intended to be awarded on a direct award basis to the service provider that ranks first following evaluation of submissions to participate in the Agreement.

Further packages of services covering repairs or other related works/services (e.g. access refusals) in the Swarcliffe area may be called-off either by direct award or through mini-competition. YH reserves the right to access the proposed agreement as required by the needs of the business. Therefore, YH cannot provide any guarantees and/or commitments that services, other than for the main requirement for the Swarcliffe area, will be awarded through this proposed agreement. As such alternative procurement methods may be used and/or services may be internalised via the YH Homeworks division.

The initial contract for services under the agreement covering the Swarcliffe area is to be awarded using the NHF form of contract (as detailed in Appendix B) with the NHF Schedule of Rates (Version 6) as the cost model. The duration is to be 2 years, with option to extend by 2 further increments of 12 months. Therefore, the total contract duration for the Swarcliffe area is 4 years.

The agreement will comprise of a single lot with a maximum of 5 service providers awarded a place on this agreement to ensure appropriate capacity and competition should further packages of services be awarded by YH.

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: 4 000 000,00 GBP

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

Duration in months: 48

This contract is subject to renewal: yes

Description of renewals:

Framework is likely to be re-tendered by YH within 48 months of award.

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

II.2.14. Additional information

Section III: Legal, economic, financial and technical information

III.1. Conditions for participation

III.1.2. Economic and financial standing

Selection criteria as stated in the procurement documents

III.1.3. Technical and professional ability

Selection criteria as stated in the procurement documents

III.2. Conditions related to the contract

III.2.2. Contract performance conditions

As stated in the procurement documents.

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: 13/08/2019 Local time: 12:00

IV.2.3. Estimated date of dispatch of invitations to tender or to participate to selected candidates

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

IV.2.7. Conditions for opening of tenders

Date: 13/08/2019 Local time: 12:05

Place:

TPPL or Yorkshire Housing Offices.

Information about authorised persons and opening procedure: Tenders will be opened via the Delta eSourcing system and only by authorised TPPL and YH officers.

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: yes

Estimated timing for further notices to be published:
48 months.

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 considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Leeds:-Repair-and-maintenance-services-of-building-installations./PBKFC325K9>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/PBKFC325K9>

Go reference: GO-2019712-PRO-15096756

VI.4. Procedures for review

VI.4.1. Review body

Official name: The High Court

Postal address: Royal Court of Justice, The Strand

Town: London

Postal code: WC2A 2LL

Country: United Kingdom

VI.4.3. Review procedure

Precise information on deadline(s) for review procedures:

The Contracting Authority will incorporate a minimum 10 calendar day (when using electronic means) standstill period at the point information on the award of the Framework Agreement is communicated to tenderers. This period allows unsuccessful tenderers to challenge the decision to award the Framework Agreement before it is executed/signed.

The Public Contracts Regulations 2015 ('Regulations') provide for aggrieved parties who have been harmed or 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 brought promptly and within the time limits as defined in the above regulations. Where an agreement has not been entered into the court may order the setting aside of the award decision or order the Contracting Authority to amend any document and may award damages. If the Framework Agreement has been entered into the court has the options to award damages and/or to shorten or order the Framework Agreement ineffective.

VI.5. Date of dispatch of this notice

12/07/2019