INVITIATION TO TENDER FOR THE SUPPLY, INSTALLATION & MAINTENANCE OF AN AUTOMATIC BALER

**CONTRACT REF. YOR/TFR/020**

**PART ONE: INFORMATION & INSTRUCTIONS FOR SUPPLIERS**

Issue Date: 2nd February 2018

Closing Date & Time: 14th May 2018, 12 Noon

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| Yorwaste Limited  Mount View  Standard Way  Northallerton  DL6 2YD |  |

# INFORMATION AND INSTRUCTIONS FOR SUPPLIERS

* 1. **OVERVIEW**
     1. Yorwaste Ltd (“the Company”) is a waste management and recycling company based and operating in Yorkshire. The Company is owned by North Yorkshire County Council and City of York Council but is run at arms-length.
     2. In relation to the Public Contract Regulations 2015 regulation 27 (the Open Procedure), the Company is inviting Suppliers to be included in the process by submitting a tender.
     3. The Company requires the supply, installation and subsequent maintenance of an automatic baler installing at its waste management site at Harewood Whin, Rufforth*.* The successful Supplier shall also be responsible for the maintenance of the baler for three years following the Installation Date.
     4. As part of the procurement process, all Suppliers shall be required to visit our site at Harewood Whin to inspect where we wish to have the baler installed. This is so the Suppliers can assess the flooring etc. We shall provide several dates and will endeavour to be as flexible as possible to accommodate all Suppliers. We shall aim to have these visits completed by the middle of March 2018.
     5. In addition, the Company shall visit the Supplier to see the proposed baler. It is expected that on this visit the Supplier shall demonstrate to the Company that the baler can bale a range of materials that must include, cardboard, plastic film, ferrous and non-ferrous cans, plastic bottles, and preferably all other materials that the manufacturer specifies can be baled. It is thought these visits will have taken place by the middle of April 2018. These visits shall be scored and make up 10% of the overall quality score.
     6. The Contract will be let for an initial period of three years intended to commence on 1st August 2018with an option to extend for onefurther period of two yearsup to a maximum contract period of five years.
     7. The successful Supplier will be responsible for providing this requirement, liaising closely with the Contract Manager Chris Tomlinson.
  2. **INDICATIVE PROCUREMENT TIMETABLE**
     1. The Company does not bind itself to accept any Tender but every effort will be made to reach a decision on the award of the Contract(s). Suppliers should note that if the Company either decides not to accept any Tenders or to abandon the procurement process at any stage it will not be responsible for any costs which Suppliers may have incurred as a consequence of the Company’s decision.

1.2.2 The procurement is intended to follow the time-line below. Please note the Company reserves the right to amend this time-table if required.

|  |  |  |
| --- | --- | --- |
| 1 | Contract Notice sent for Publication | 2nd February 2018 |
| 2 | Procurement Document (this ITT) published online | 2nd February 2018 |
| 3 | Deadline for questions regarding the Tender | 7th May 2018 |
| 4 | Deadline for receipt of Tender | 14th May 2018 |
| 5 | Evaluation Period | 14th to 31st May 2018 |
| 6 | Contract Awarded | 1st June 2018 |
| 7 | Stand Still Period (10 days) | 1st to 11th June 2018 |
| 8 | Contract Award Notice issued | 12th June 2018 |
| 9 | Contract Start | 1st July 2018 |

* 1. **SUBMISSION OF TENDER**

1.3.1 Tenders should be submitted via the ProContract procurement portal no later than: 12 Noon, 14th May 2018.

1.3.2 Any queries regarding this procurement should be submitted via the ProContract portal no later than 12 Noon, 7th May 2018.

1.3.3 The Supplier’s attention is specifically drawn to the date and time for receipt of Tenders and **no submission after the closing date and time will be considered**.

**1.4 EVALUATION**

1.4.1 The evaluation of the Tenders is a three-stage process. The first stage involves the Company evaluating the baler on the site visits as referenced in paragraph 1.1.5. The second stage involves the Company evaluating the Suppliers response to the Quality Questionnaire. The Suppliers that pass all thresholds and provide all the information requested will be scored before proceeding to stage three, the price evaluation.

1.4.2 For both the Stage 2 and Stage 3 an initial examination will be made to establish the completeness of submitted documents.

1.4.3 Throughout the whole process, the Company reserves the right to seek clarifications from Suppliers, where this is considered necessary to achieve a complete understanding of the Tenders received.

1.4.4 The Company will assess the Tenders as indicated herein using the following criteria;

Site Visit 10%

Quality 30%

Price 60%

The sub-criteria for the quality is included in paragraph 1.4.5 below.

1.4.5 When on the site visit the Company shall score the performance of the baler on a score of 0 to 10 as per the scale below. The better the performance of the baler and the wider range of materials we are shown it can bale, the higher the score will be.

1.4.6 Suppliers will be asked a number of questions. The questions will be a mix of information only and scored questions. Please see the table below for further information.

|  |  |
| --- | --- |
| **Quality Questionnaire** | **Question Type** |
| 1. Supplier Information | Information only |
| 2. Grounds for Mandatory Exclusion | Threshold |
| 3. Grounds for Discretionary Exclusion | Threshold |
| 4. Economic & Financial Standing | Threshold |
| 5. Wider Group Information | Information only |
| 6. Technical & Professional Ability | Scored – 5% |
| 7. Modern Slavery Act | Threshold |
| 8. Additional Questions | Threshold / Scored – 25% |

1.4.7 The scored questions will be scored using the following scale of awarding marks between 0 and 10:

|  |  |
| --- | --- |
| **0** | **Completely unsatisfactory/unacceptable response**  No response to the question or serious deficiencies in meeting the required standards. |
| **1-2** | **Very poor response**  The response is barely compliant with a lot of shortfalls in meeting the required standards. |
| **3-4** | **Poor response**  The response is partially compliant with some shortfalls in meeting the required standards. |
| **5-6** | **Acceptable response**  The response is compliant and meets the basic contract standards. Any concerns are only of a minor nature. |
| **7-8** | **Good response**  The response is fully compliant and clearly indicates a full understanding of the contract. The required standards consistently deliver all the required contract standards. |
| **9-10** | **Excellent response**  The response is fully compliant and indicates the ability to exceed the required standards of the contract. |

1.4.8 Providing the Supplier has supplied all the information required and passed all thresholds, they shall be scored on the relevant questions. Any Suppliers who achieve a score of 4 or below on any one question shall be disqualified and shall not proceed to the price evaluation. Suppliers who achieve scores of 5 or higher across all questions will then be put through to the price evaluation.

1.4.9 The maximum price % is given to the lowest submitted price for each section of the Price Schedule. Other price scores will be calculated on a pro rata basis for the lowest submitted price.

1.4.10 The scores from the site visit, quality questionnaire and price evaluation will be combined to give a total score.

**1.5 SUPPLIER’S WARRANTIES**

1.5.1 All Suppliers shall keep their respective Tender valid and open for acceptance by the Company until the expiry of 90 days from the last date for the receipt of Tender.

**1.6 GENERAL INSTRUCTIONS**

1.6.1 Tenders must be submitted in accordance with the following instructions and conditions. Any Suppliers that do not comply with these instructions or conditions may have their Tender rejected.

1.6.2 The Company reserves the right to disqualify any submission which is incomplete or not in accordance with paragraph 1.4.2 above.

1.6.3 Prospective Suppliers should be aware that canvassing (i.e. seeking the support of influential persons within the Company) will lead to disqualification.

1.6.4 The information that Suppliers give in response to the Tender forms part of the legal representations of the Suppliers organisation during the procurement process. Any findings of misrepresentation may result in any subsequent contract being terminated.

1.6.5 The Supplier’s written response to any information required by the Company will be taken into account in the evaluation of completing the Tender and if approved, will be binding but will not detract from the Specification or the Terms & Conditions.

**1.7 INFORMATION, COSTS & EXPENSES**

1.7.1 The Supplier is responsible for obtaining all information necessary for the preparation of its submission and all costs expenses and liabilities incurred by the Supplier in connection with the preparation and submission of the Tender will be borne by the Supplier.

1.7.2 Suppliers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Suppliers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tender.

1.7.3 If a Supplier fails to provide fully for the requirements of the Specification in the Tender it must either:

(a) absorb the costs of meeting the full requirements of the Specification within its Tender price; or

(b) withdraw its Tender.

**1.8 RESEARCH AND INVESTIGATION**

1.8.1 The Supplier will be deemed for all purposes connected with the Tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.

1.8.2 The Supplier shall have no claim whatsoever against the Company in respect of such matters and in particular (but without limitation) neither the Company shall make any payments to the Supplier save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by any Company to the Supplier in respect of the scope of the Contract being different from that envisaged by the Supplier or otherwise. Information given in respect of current orders is given as a guide and the Company makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Supplier.

**1.9 COMPLETING THE FORM**

**1.9.1** **Failure to complete the form as instructed may result in your Tender being rejected.**

1.9.2 Tenders **must** be submitted on this document, in Word format (unless otherwise specified), which must be duly completed and signed where appropriate. For clarity, the tender return document should **not** be converted into a PDF document.

1.9.3 When completing this document you may enlarge the answer boxes to ensure you have sufficient space to respond. **Please do not alter or amend the form in any other way**.

1.9.4 The form must be completed even if your organisation has previously worked with the Company. Also cross-referencing to previous submissions will not be sufficient.

1.9.5 **Please answer every question as instructed to do so**. Do not assume that the officers evaluating the form will know about your organisation or the work that you do, and answer the questions as fully as possible within any given constraints.

1.9.6 If the question does not apply to you please write N/A; if you don’t know the answer please write N/K. When posed with Yes / No questions please edit your answer as appropriate. All figures should be in full, i.e. £3,500,000 not £3.5 million and in GBP.

1.9.7 You may submit electronic or typed signatures. However, should you be successful, you will be required to resign all declarations that form part of the contract with an original signature.

1.9.8 Failure to provide the required information in the format requested, make a satisfactory response to any question, or to supply documentation referred to in responses may mean the tender will be rejected.

1.9.9 Do not use the tender as a means to submit glossy promotional material about your organisation. Only include them if they are relevant otherwise they will add no value to your tender submission.

**1.10 ACCEPTANCE OF TENDER**

1.10.1 Any acceptance of a Tender by the Company will be in writing and communicated to the Supplier.

1.10.2 The Company will inform the Supplier of the acceptance of the offer by means of a formal letter accompanied by two copies of the contract document. The Supplier will be expected to sign and return the contract document to the Company who will duly sign and complete the contract and return one copy to the Supplier.

1.10.3 Tenders shall not be qualified or accompanied by statements that might be construed as rendering the tender equivocal. Only unqualified tenders shall be considered. The Company’s decision as to whether or not a tender is in an acceptable form will be final.

1.10.4 A fully compliant bid must be submitted. Failure to comply with any of the instructions detailed in the tender documents may result in your bid being treated as non-compliant.