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

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

**PART TWO: SPECIFICATION**

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 |  |

**SPECIFICATION**

1. **Defining the Service**
   1. The Contractor shall deliver, install and maintain an Automatic Baler at the Company’s waste management site at Harewood Whin, Rufforth (“the Service”).
   2. As a minimum the Automatic Baler shall be of the following specification:

* Must be able to bale the following material:
  + Newspaper (ONC)
  + Cardboard (OCC)
  + High grade paper
  + Plastics (PET, HDPE, film)
  + Cans (steel, aluminium)
  + Non-ferrous metals
  + Municipal solid waste (MSW)
  + White goods
  + Electronic scrap
  + Refuse derived fuel (RDF)
* Is capable of producing bales, for all material types, that conforms to an industry accepted size for all the materials specified above
* Minimum system operating pressure of 3500 psi (241 bar)
* Heavy duty cylinders and frame construction
* Touch screen graphic display
* Operating system to have remote access
* Automatic personnel safety detection system
* Industry standard safety compliant
* Multiple strapping capability
* Twin ram
* Must carry relevant CE rating
* Must have option of conveyor loading
* Must have a three-year warranty
  1. The Contractor shall maintain the Automatic Baler for three years from the date of installation. The Contractor shall be responsible for the planned preventative maintenance (“PPM”) and the reactive maintenance (“RM”) for the Automatic Baler.
  2. The Contractor shall maintain the Automatic Baler and keep it in good working order.
  3. The PPM shall include the collecting and analysis reporting of the hydraulic oil sample.
  4. The Contractor shall carry out and complete the Service in a regular, diligent and competent manner, in accordance with the Contract and all applicable legislation.
  5. The Contractor shall respond to all defects and emergencies as further detailed in section 5 of this Specification.
  6. The Contractor shall note that the Company does not give any guarantee for the amount of work to be required on a RM basis.
  7. The Company shall not permit anyone other than the Contractor to maintain or alter the Automatic Baler for the three years stated in paragraph 1.3 without prior written permission of the Contractor unless the Contractor has failed to execute its duties and obligations under this contract or where required by law, the emergency services (such as the police or fire brigade) or under the terms of the Company’s lease requiring the landlord or sub-contractors to access, service or otherwise handle the Automatic Baler.
  8. Upon the expiry of the initial three years, the Company may choose to request that the Contractor continue to provide the Service for a further two years. However, if requested to do so by the Company, the Contractor shall provide unlimited access to the operating system upon the expiry of the three-year maintenance agreement to enable another supplier to maintain the Automatic Baler.
  9. The Contractor shall provide full operator training for a maximum of five members of the Company’s staff. The training provided shall enable the trainees to train other members of staff on a ‘Train the Trainer’ basis.

1. **Health & Safety Requirements**
   1. The Company undertakes to comply with all safety regulations, statutory or otherwise, in force from time to time and at all times observe, conform or comply with all statutory and other regulations applicable to the Automatic Baler so as to provide a safe working environment for the Contractor.
   2. Without limiting either party’s statutory and/or regulatory duties or responsibilities and/or the specific health and safety requirement of the Contract, the parties will endeavour to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the Contract.
   3. The Contractor shall comply with any and all approved codes of practice produced or promulgated by the Health and Safety Executive and/or the Health and Safety Commission.
   4. The Contractor shall ensure compliance at all times with all Health and Safety and Equality Act legislation.
   5. The Contractor shall warrant that he shall take all practicable steps to ensure that the sites shall comply with all Health and Safety legislation and any other statutory obligations at all times. The Contractor shall advise the Company on any areas which appear not to comply with legislation.
   6. The Contractor shall ensure that all personnel engaged by the Contractor and member of the Contractor’s supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training and comply with the Company’s Health & Safety Policy shown in Appendix One.
   7. The Contractor shall ensure their staff or sub-contractors arrive on site with their own Personal Protective Equipment (PPE) which must include hard hat, safety glasses, ear protection, safety gloves, high visibility jacket and trousers.
   8. The Contractor shall ensure that all such personnel have access at all times to competent health and safety advice in accordance with regulation 7 of the Management of Health and Safety at Work Regulations 1996.
   9. The Company shall ensure that there is full and proper health and safety consultation with all such personnel in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.
   10. The Company shall allow the Contractor whilst on the Company’s site, the free use of designated toilet and welfare facilities. The Contractor shall always use these facilities with proper conduct and shall leave the facilities as clean as he finds them.
   11. Whilst on site the Contractor shall ensure their staff comply with all of the Company’s policies and procedures including but not limited to reverse parking, permit to work, signing in/out and site inductions.
   12. Further to paragraph 2.6, the Contractor agrees to comply with the Company’s rules regarding health and safety supplied to it at the date of the agreement and any additional rules made known to the Contractor from time to time by the Company together with all applicable statutory rules and regulations regarding these matters.
   13. The Contractor shall notify the Company as soon as practicable of any health and safety hazards at the Company’s sites of which it becomes aware. The Contractor will draw these hazards to the attention of any persons present on the relevant site as required and will instruct those persons in connection with any necessary associated safety measures.
   14. The Contractor shall participate as required with the Company’s emergency evacuation drills.
   15. The Contractor shall be responsible for updating workplace risk assessments as necessary for their own areas of work. The Contractor shall ensure that the Company has immediate access to these documents as required.
2. **Undertaking the Service**
   1. The Company shall provide to the Contractor:
      1. In writing and in due time, any further information and instructions that the Contractor reasonably require in order to carry out the Service by the date fixed for their completion.
   2. Within 20 working days of the Installation Date, the Contractor shall submit a programme to the Company detailing the PPM schedule for the duration of the Contract.
   3. The Company shall endeavour to approve the programme within 20 working days of receiving it from the Contractor. The Company’s approval shall not be unreasonably withheld.
   4. If the Contractor is delayed by the Company or for any reason beyond the Contractor’s control, the Company shall fix a fair and reasonable revised date for completion of the Service. The Contractor shall constantly use all reasonable endeavours to prevent or minimise any delay in the progress of the whole or any part of the Service.
   5. The Contractor shall keep site report records which are kept up to date following each activity on that site, the records shall be kept at the site office. It shall also ensure that the site records are available for inspection by the Company at all times and without prior notice. The records will remain the property of the Company at all times.
   6. The Contractor shall, at the Company’s written request, visit the site during Normal Opening Hours and carry out any such inspection, examination, investigation and/or assessment of the Automatic Baler as may be required by the Company and for whatever purpose stipulated by the Company. The Company shall state in writing the purpose for which he required the report.
   7. The Contractor shall, at the Company’s written request, visit the Company’s sites during Normal Opening Hours and carry out a testing service for whatever purpose stipulated by the Company.
   8. The Contractor shall be responsible for the ordering of all parts required in the PPM of the Automatic Baler. The Contractor is not to store any parts on site without prior approval from the Company Representative.
   9. The Contractor shall ensure that all rubbish and waste resulting from the provision of the Service or other work performed under this Contract, is removed from the Company’s site at the end of each day, or by a time agreed by the Contractor and the Company Representative at no additional cost to the Company.
   10. The Contractor will exert their best efforts to ensure that the Company remains compliant of all statutory requirements and best practice as determined by regulatory bodies. Where there is a conflict, the Contractor will formally communicate where the Company is in breach.
   11. The Contractor will act in the best interest of the Company at all times.
   12. The Company shall not unreasonably deny the Contractor access to the site and the Automatic Baler therein at all agreed times.
   13. The Company shall allow the Contractor whilst on the Company’s site to have reasonable use of, without charge, gas, water and/or electricity, telephone and domestic sewerage. This use will be in connection with the proper course of the Contractors duties under this Contract.
   14. The Contractor shall keep the working areas tidy and comply with any regulations.
   15. The Contractor shall provide to the Company any information that the Company may reasonably require as to the methods and materials used or to be used in carrying out the Services and/or as to their conformity to the Contract.
   16. The Contractor shall promptly comply with all reasonable written instructions given by the Company.
3. **Staffing**
   1. The Contractor shall ensure that only staff and sub-contractors that are fully trained and accredited carry out the necessary works and, where required, will provide evidence of their current qualification / authority in order to allow the Company to comply with its obligations under current regulations as set out by the appropriate regulatory bodies.
4. **Defects & Emergencies**
   1. As part of the Service, the Contractor shall provide an RM service to the Company for the Automatic Baler in consideration using the relevant call out rate and mark up fee specified in the Price Schedule where the repair falls outside the warranty scope / period.
   2. Where a defect occurs between the Contractor’s scheduled visits, the Company shall make the Contractor aware of the defect and shall provide the Contractor with a priority level as detailed below:
      1. Priority 1 – within the same day (if reported by 12 Noon)
      2. Priority 2 – within two working days
      3. Priority 3 – within one week
      4. Priority 4 – at the next schedule visit or no later than one month, whichever comes first
   3. The Contractor shall ensure the defect is repaired in the timeframe dictated by its priority level.
   4. Where the Contractor is unable to repair the defect in the time specified, any additional costs to the Company shall be borne by the Contractor unless the reason for the failure is outside of the Contractor’s control.
   5. Where the defect is a priority 1, 2 or 3, the Contractor shall charge the appropriate call out rate depending on if the call out is inside or outside the Contractor’s normal business hours.
   6. Where the defect is a priority 4, the Contractor shall include the repair work as part of the PPM rate provided in the Price Schedule. However, if the repair work is to take a substantial amount of time, the Contractor shall notify the Company and provide the Company with a quote for the work.
   7. Any parts needed for any RM work will be charged at cost plus the mark up rate stated in the Price Schedule.
   8. Paragraphs 5.5, 5.6 and 5.7 do not apply where the repair work falls within the scope / period of the warranty.
   9. The Contractor at no cost to the Company shall promptly on being notified make good any defects which appear within 12 months of the Installation Date and which result from materials and/or workmanship not being in accordance with the Contract. The Company will give prompt notice of any defects and give reasonable access for making good.
   10. If the Contractor fails to promptly make good any defects of which notice is given under paragraph 5.9 above, the Company may employ other contractors to do so and shall be entitled to deduct or recover a debt the costs of doing so.
   11. Where the Contractor has undertaken RM to the Automatic Baler which falls outside the scope / period of the warranty, the Contractor shall no later than the end of the week following that in which the work has been carried out, deliver to the Company in such form as the Company may reasonably require, a return giving full details of the labour, material and plant for the relevant week.
5. **Environmental Management**
   1. The Contractor shall ensure that all necessary practices, policies and training are put in place to ensure that all products are correctly diluted (where applicable), and used only as is essential for effective provision of the Service.
   2. The Contractor shall ensure, in so far as it is reasonably practicable to do so and subject to the Automatic Baler’s manufacturers recommendations that all consumables, materials and parts supplied by it to the Company in accordance with this Contract are:
      1. Bio-degradable, and/or;
      2. Environmentally acceptable, and/or;
      3. Ozone friendly.
   3. The Contractor shall ensure all its staff will take all practical steps to reduce energy consumption and improve the recycling of waste while undertaking their duties.
   4. The Contractor shall ensure that all waste generated by cleaning, repairs or maintenance shall be reused or recycled by the Contractor wherever the technology exists and is commonly availably whilst demonstrating value for money.
6. **Performance Management**
   1. The Contractor is required to undertake the following performance monitoring regime:
      1. To take note of the prioritisation of reported service performance failures.
      2. To operate procedures and systems to record information in support of performance monitoring and to enable regular robust performance reporting.
      3. To monitor the performance of the Service and produce quarterly performance reports for the Company.
   2. The Contractor shall self-monitor their performance in line with the Key Performance Indicators set out in the table below:

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| **No.** | **Key Performance Indicator** | **Unit of Measure** |
| 1. | Completed tasks in Priority 1 (Emergency Response) | 98% compliance |
| 2. | Completed tasks in Priorities 2 & 3 | 98% compliance |
| 3. | Works complete on first visit | 95% compliance |
| 4. | PPM completed to schedule | 98% compliance |

* 1. The Contractor and the Company shall ensure both parties fully comply with all obligations detailed in Clause 28 of the Terms & Conditions.
  2. The Contract Manager and the Company Representative shall meet on a quarterly basis to discuss the performance of the Contractor.

1. **Provision of Information**
   1. The Contractor shall be responsible for submitting to the Company a quarterly management report detailing all the PPM and summarising the RM that has been completed. The deadline for each report shall be agreed with the Company Representative and the Contract Manager.
   2. For all RM work, the Contractor shall ensure it receives sign off from either the site manager or the Company Representative upon completion of the work. This will be on a job by job basis. Copies of all job sheets shall be supplied to the Company Representative within one week of the job being completed.
   3. Prior to undertaking any RM work, the Contractor shall ensure it has received a purchase order (“PO”) reference number from the Company Representative.
   4. The Company reserves the right to request additional information from the Contractor as it requires it.
   5. All information and data relating to this Contract shall be the property of and owned by the Company.