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| KINGSTOWN WORKS LTD CONTRACT REF NO | **05/21** |
| CONTRACT TITLE | **Waste Disposal Services** |
| CONTRACT PERIOD | **1st June 2021 – 31st May 2023, with the option to extend for one further year to 31st May 2024** |
| DEADLINE FOR SUBMISSION | **19th April 2021** |

**INVITATION TO TENDER**

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1. GENERAL

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| KINGSTOWN WORKS LTD CONTRACT REF NO | **05/21** |
| CONTRACT TITLE | **Waste Disposal Services** |
| CONTRACT PERIOD | **1st June 2021 – 31st May 2023, with the option to extend for one further year to 31st May 2024** |

* 1. You are invited to submit a competitive Tender for the contract detailed above.
  2. It is essential to observe and comply with the following instructions in the preparation and submission of your Tender. We reserve the right to reject a Tender that does not fully comply with these instructions.
  3. Notwithstanding the fact that we have invited you to tender for the Contract or included you on any list of selected Economic Operators, we make no representations regarding your financial stability, technical competence or ability in any way to carry out the Contract.
  4. The Tender must be completed in English.
  5. Tenders must be submitted as follows - Please provide 1 x hard (paper) copies of your tender and 1 x read only copy on CD Rom disc or USB Stick. All submissions will be recorded by the time and date of receipt, and any submissions received after this time will not be accepted.
  6. The tender must be securely sealed and not have any markings that would identify the name of the tenderer.
  7. Clearly mark the envelope/package: “Invitation to Tender Ref: Waste Disposal Services”.

Chris Collin, Procurement Section, Kingstown Works Ltd., Connaught Road, Kingswood, Hull, HU7 3AP

* 1. Please refer to the instructions in the section ‘Completing your Tender Response’ for specific information on how to complete and submit your Tender. Failure to comply with these instructions may invalidate your Tender.
  2. Terminology: Within the tender documents “We, Our, Us” etc. refers to Kingstown Works Ltd (KWL). “You, Your” etc. refers to the Economic Operator.
  3. Kingstown Works Ltd has published a Modern Slavery and Human Trafficking policy and voluntary statement, stating its commitment, as far as practicable, to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. Suppliers are expected to comply with the provisions of the Modern Slavery Act 2015 and where a supplier is found to have committed a criminal offence under the Modern Slavery Act 2015 then KWL shall be entitled to terminate any contract with the Supplier. Suppliers are referred to paragraph 21 of this ITT Whistleblowing.

1. SPECIFICATION / OVERVIEW OF REQUIREMENT
   1. **Overview of requirements**

There is a total of four Lots, covering Weighbridge Service, Skip Hire, Fridge Disposal and Sharps Disposal.

Tenderers may choose which Lot or Lots they wish to tender for. There is no requirement to tender for all Lots. Lots 1, 3 and 4 are to be awarded to a sole supplier. Lot 2 Skip Hire is to be awarded to a minimum of three suppliers with business given based upon a ranking order.

Prices are to be fixed for the first year. Any increases require a minimum of 28 days’ notice and become effective on the anniversary of the contract commencement date.

Invoicing – please be aware that for all Lots, the successful tenderer(s) will be required to provide the following itemised details for each waste disposal when submitting invoices to KWL:

• Tonne/Quantity

• Unit price

• Net amount

* 1. **Lot 1 – Weighbridge Service**

The supply of a weighbridge waste disposal service for transfer of waste via van for both staff and approved sub-contractors carrying out works on behalf of Kingstown Works Ltd.

It is anticipated that this Lot will be awarded to a sole supplier.

All companies bidding on this contract will be expected to comply fully with all legislation in force in England and Wales before, during and post contract.

For operational reasons the successful supplier must have a weighbridge located within the HU1 to HU9 areas, to allow KWL to fulfil the requirements of our client.

The type of waste deposited via the weighbridge service covers but is not limited to:

Mixed construction and demolition waste

Plasterboard

Glass

Green Waste

Inert Waste

General Electronic Appliances

The majority of the waste transferred via the weigh bridge service will be in small amounts - on average 50-55% of loads currently deposited weigh less than 0.5 tonne. The successful supplier **must** be able to accept small loads, suppliers must clearly indicate at the relevant point in the price schedule if they apply additional charges for small waste deposits. If these are applicable they will be built into the pricing part of the tender evaluation.

It is a mandatory part of this tender that the successful supplier has the ability to accept loads of less than 0.5 tonne and failure to meet this requirement at the selection stage of the tender will mean that you will not progress through to the award stage.

The successful supplier must be able to accept deposits of waste between the hours of 08:00am and 5:00pm (Monday to Friday) and 08:00am to 12:00pm Saturday.

The credentials of the driver will need to be checked including the badge details and records kept and included on the invoice of the employee name, KWL Job Number, address the waste originated from and vehicle registration number. This is in addition to the waste transfer note number and details.

The employee’s name and or Sub-Contractors name is to be checked against a current list of Employees and Sub-Contractors.

A waste transfer note is to be retained by the service provider (for each address and job number which is presented by the KWL Employee or Sub-contractor), which fully complies with current legislation and is retained by the supplier for 7 years or as legally required.

A facility where waste transfer notes are itemised on an electronic spread sheet to support every invoice is mandatory. (This is to allow the managers to check the waste dropped against what is reasonable for that address and to follow up with spot checks in order to ensure compliance and for invoices to be checked before payment).

Recycling Plan – tenderers should attach a copy of their recycling plan to their tender submission.

* 1. **Lot 2 – Provision of Skips**

**General**

The service required is to supply exchange and collect skips and process contained waste to enable KWL to remove general building waste and other waste~~s~~ items from sites within the City of Hull administrative area and their stores in Kingswood Hull.

A minimum of 3 suppliers will be awarded onto this contract, to allow flexibility in the service provision and cover any lack of availability by the first ranked supplier. A ranking of the suppliers will be generated based upon the combined tender scores (price + quality). Business will go to the top ranked supplier as a matter of course. However, should the top ranked supplier be unable to provide a skip hire in any given instance, KWL will in that instance be able to approach the second ranked supplier and so on for that job only.

Providing compatible IT systems for the recording of wastes removed, invoicing and compliance with permit requirements is mandatory. Tenderers should satisfy themselves that their IT systems can provide this compatibility.

Historical usage has been an average of 55-60 skips a month; this is only an indication of demand as future needs are dependent on the requirements of the client.

Tenderers should ensure they have access to the quantity and type of vehicles necessary to deliver the requirements.

All companies bidding on this contract will be expected to comply fully with all legislation in force in England and Wales before, during and post contract.

The waste transfer note which fully complies with current legislation is to be retained by the service provider (for each address and job number which is presented by the subcontractor), as legal requirements. A facility for KWL to gain a copy of the original waste transfer note is required.

**Information technology/Finance**

A facility where waste transfer notes are provided on an electronic spread sheet is to be provided. This is to contain the following information which is to be reflected on the invoice.

1. Job Number
2. Address where sited
3. Purchase order number
4. Site contact details
5. If sub-contractor name of company
6. Size and type of skip and or skip reference
7. Type of waste
8. Amount of waste
9. WTN reference number
10. Date and time of Delivery, exchange and collection.

**Provision of Service**

Lead times – minimum requirement of next day (Monday – Saturday).

Notice periods required – tenderers should indicate in the pricing schedule and Quality Questions where they can provide short notice delivery / collection e.g. 2 hours (this is expected to be an infrequent requirement).

Orders will be set by the KWL purchasing team via email.

Recycling Plan – tenderers should attach a copy of their recycling plan to their tender submission.

* 1. **Lot 3 – Disposal of Fridges**

This lot is for the provision of a Fridge Disposal Service. The disposal of Fridges is usually required as a result of house and site clearances carried out by KWL or it’s approved sub-Contractors.

It is anticipated that this Lot will be awarded to a sole supplier.

The successful supplier must be able to provide a disposal facility with the HU1 – HU9 areas, to allow KWL Operatives and Sub-Contractors to deposit Fridges, the successful supplier must then be able to arrange for the disposal of the fridges in accordance with all relevant regulations.

The Employees name and or Sub-Contractors name is to be checked against a current list of Employees and Sub-Contractors.

The successful provider will need to be able to provide this service between the hours of 08:00am to 5:00pm Monday to Friday and 08:00am to 12:00pm on Saturday.

A waste transfer note is to be retained by the supplier with copies provided when a new invoice for disposal is generated.

The supporting details are required to be recorded to support the invoice: the employee name, KWL Job Number, address the waste originated from and vehicle registration number.

Recycling Plan – tenderers should attach a copy of their recycling plan to their tender submission.

A record should be kept of the quantity of fridges deposited through the contract.

* 1. **Lot 4 – Sharps Disposal Service**

This lot is for the provision of a Sharps Disposal Service. The disposal of sharps is usually required as a result of house and site clearances carried out by KWL or it’s approved Sub-Contractors.

It is anticipated that this Lot will be awarded to a sole supplier.

This does not include the supply of the Yellow UN Registered Sharps Boxes.

The successful supplier must be able to provide a storage facility within the HU1 to HU9 areas, to allow KWL Operatives and Sub-contractors to deposit sharps containers when needed, the successful supplier must then be able to arrange for the disposal of the containers in accordance with all relevant regulations.

The employee’s badge number and name and or Sub-Contractors name is to be checked against a current list of Employees and Sub-Contractors.

A waste transfer note is to be retained by the supplier with copies provided when a new invoice for disposal is generated.

The successful provider will need to be able to provide a drop off service between the hours of 8:00am to 17.00 hrs Monday to Friday.

A record should be kept of the quantity of sharps containers deposited through the contract.

1. Evaluation of the Supplier’s performance

The successful Supplier will be performance monitored during the life of the contract.

The basis of the performance monitoring will be upon a set of Key Performance Indicators (KPI’s). The KPI’s may include (but may not be limited to) measurement of aspects of Price, quality, timescales, Paperwork. A suite of KPI’s will be agreed following the award of contracts and put together in an agreed Service Level Agreement (SLA).

Quarterly review meetings will be held with the successful suppliers.

1. SELECTION CRITERIA
   1. Predetermined criteria will be used to assess and evaluate all potential Economic Operators suitability to tender. These criteria are set out below. We reserve the right to request documentation at any stage of the process to confirm the accuracy of the declarations you have made within your response.
   2. A score of **‘Fail’** in any one of the criteria listed below will result in your bid being excluded from further consideration.
   3. Some sections within the selection criteria below are listed as “self-certify”. This means that it is not necessary for tenderers to provide us with copies of their documentation or accreditation for those sections upfront at the time of submitting their tender. In due course, KWL may require to see any necessary documentation or accreditation before contract award and the tenderer will be expected to provide this documentation at a subsequent point of the evaluation process on request. Failure to provide these at that point may lead to the tenderers bid being excluded from further consideration.

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| **SECTION TITLE** | **SCORING** |
| **Potential Supplier Information** | Not Scored |
| **Payment Information** | Not Scored |
| **Contact Details and Declaration** | Not Scored |
| **Declaration of Non-Collusive Tendering**  You will be excluded from further participation in the procurement process where you fail to confirm your tender is submitted in accordance with the declaration of non-collusive tendering. | Pass / Fail |
| **Exclusion Grounds (PCR 2015 – Reg. 57)**  You will be excluded from further participation in the procurement process where we have established you have been convicted of certain offences or situations apply that are referred to in Reg. 57 of the Public Contracts Regulations 2015 and we consider any measures taken insufficient to demonstrate its reliability. | Pass / Fail |
| **Freedom of Information Declaration** | Not Scored |
| **Economic and Financial Standing (PCR 2015 – Reg. 58) (self-certify)**  You will be excluded from further participation in the procurement process where, following assessment of the proof documents required by us, we determine you do not have the necessary economic and financial capacity to perform the contract during the contract period.  The methodology for assessing financial strength will take account of the following but is not limited to this list:  1. Review of the outcome of any financial assessment undertaken by an external credit rating company.  2. Review of any other relevant information e.g. any court orders, related companies etc.  3. Confirmation that the organisation is active and that the latest accounts have been filed at Companies House.  4. Consideration of the capacity of the organisation to fulfil the contract where the contract value is more than 50% of its annual turnover.  5. Review of any relevant issues and contextual information contained in the organisation's annual reports and financial statements.  6. Assessment of the adequacy of the organisation's profit levels, cash balances and net worth.  7. Assessment of a Z Score based on key financial ratios calculated from figures extracted from the latest available financial statements. The Z Score indicates the likelihood of bankruptcy within the next two years (Red = Bankruptcy is likely, Amber = The possibility of bankruptcy cannot be ruled out, Green = Bankruptcy is unlikely).  8. Financial checks on the ultimate parent company (as appropriate).  9. Assessment of the need for a parent company guarantee or a bond (as appropriate). | Pass / Fail |
| **Modern Slavery Act 2015 (self-certify)**  Where the requirements of the Modern Slavery Act 2015 applies to your organisation, you will be excluded from further participation in the procurement process, where you confirm that you are not compliant with the annual reporting requirements contained within the section 54 of the Modern Slavery Act 2015 and will not comply with these requirements prior to the commencement of the contract.  For information, Section 54 of the Modern Slavery Act 2015 requires commercial organisations that have an annual turnover of £36 million or more, supply goods or services and carry on a business or part of business in the UK ("relevant commercial organisations") to comply with the annual reporting requirements of the Act including publication of a slavery and human trafficking statement. | Pass/Fail |
| **Technical and Professional Ability (PCR 2015 – Reg. 58)**  You must provide details of up to 3 contracts either in the public or private sector that have been carried out within the last 3 years (Goods & Services) / 5 years (Works), that are relevant to our requirements. The named customer contact should be prepared to provide written evidence to us to confirm the accuracy of the information provided. You will be excluded from further participation where you fail to provide relevant or acceptable experience and contract examples in the procurement process. | Pass/Fail |
| **Insurance (self-certify)**  You will be excluded from further participation in the procurement process, where you fail to confirm you have the minimum insurance levels required or fail to confirm you are willing to obtain the relevant insurances prior to the commencement of the contract.  Minimum insurance cover for £1,000,000 Public Liability is required.  Minimum insurance cover of £5,000,000 Employers Liability is required\*  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | Pass/Fail |
| **Local Business Premises and Recruitment (self-certify)**  You will be excluded from further participation in the procurement process, where you fail to confirm you have local premises – defined as within the ‘HU1’to ‘HU9’ range of postcodes – from which you will deliver materials and/or services from, and for KWL to collect from, as necessary. In addition, you will be expected to deliver the contract utilising a majority of directly employed locally based workforce from within the HU1 – HU9 postcodes. | Pass/Fail |
| **Environmental Management (self-certify)**  You will be excluded from further participation in the procurement process where you fail to confirm compliance with environmental legislation. Where you have been issued a notice by the environmental regulator, we will not allow you to progress to the award stage of this exercise unless satisfied that appropriate remedial action has been put in place to avoid further occurrences. | Pass/Fail |
| **Service Level Agreement (SLA)**  You will be excluded from further participation in the procurement process where you fail to confirm acceptance of the draft SLA document attached (final details to be populated based on the successful bid). | Pass/Fail |
| **LOT 1 (Weighbridge Service) ONLY:**  This question only needs to be completed by those tenders who wish to tender for Lot 1.  It is a mandatory part of this tender that the successful supplier for Lot 1 has the ability to accept loads of less than 0.5 tonne and failure to meet this requirement at the selection stage of the tender will mean that you will not progress through to the award stage. | Pass/Fail |

1. AWARD CRITERIA
   1. Predetermined criteria will be used to assess and evaluate all tender responses. These criteria are set out below. Contracts will be awarded based on the most economically advantageous tender assessed from our point of view.

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| **CRITERIA** | **AREA OF EVALUATION** | **SCORE** |
| **PRICE** |  | **Score**  **(70%)** |
| Price | The lowest overall bid will receive full marks (70). Other bids will score a percentage of 70 points based on the proportion that the bid price is against the lowest bid.  *E.g. For an exercise where there is a price quality split of 70% price and 30% quality*  *Company A price = £1000 (70 points)*  *Company B price = £1250 – therefore the points score for company B will be: 1000 / 1250 = 0.80 x 70 = 56 points.* | 70 |
| **QUALITY** |  | **Score**  **(40%)** |
| **METHOD STATEMENT – Contract Delivery** | **Question** - Please provide a method statement detailing how you propose to deliver this contract to KWL, how you propose to manage performance and what procedures you have in place to ensure that the products and/or services are delivered to agreed quality standards?  Your answer may cover areas such as:  • Experience; Dedicated points of contact; Call backs  • Size and location of your local depot; Stockholding at your local depot  • Sourcing of non-stock / Ad-hoc items  • Ability to respond to emergency requests E.g. within 2 hours  • Customer care, Managing quality / defects  • Administration / Paperwork / Invoicing / use of IT  • How you will manage sickness and holiday cover  • Key Performance Indicators; Reporting tools; Continuous improvement  • What do you do for your existing customers with similar sized contracts?  • Quality Audits, Quality Manager and their qualifications  • Sourcing of materials | 10 |
| **METHOD STATEMENT – Contingency Planning** | **Question** - Please provide a method statement describing the business continuity plan you have in place to mitigate any risk to the service you provide to your customers, e.g. in the event of an IT system failure, Depot Fire, Flooding, the closure of a local branch etc. Please describe what steps would you take if materials requested by KWL were not readily available? How would you minimise disruption to our customers?  Your answer may cover areas such as:  • Business Continuity Plans  • Customer Service  • Availability / issuing of materials  • Source alternative suppliers  • Offer an alternative item  • Utilise your branch network  • Communication | 10 |
| **METHOD STATEMENT – Added Value** | **Question** - Please provide a method statement detailing how you propose to deliver a value for money service to KWL? Please describe what innovations your organisation can offer?  Your answer may cover areas such as:  • Experience  • Review Of service levels; Bench marking  • Innovation  • Year on Year savings  • IT Systems.  • Alternative processes which you would implement when providing this service.  • Finance / invoicing; Order processing | 5 |
| **METHOD STATEMENT – Development and Sustainability** | **Question** - Please provide a method statement explaining how your IT Systems could improve our business processes? Please explain how you manage and monitor sustainability issues? Please describe how do you recruit, retain and train your employees?  Your answer may cover areas such as:  • IT Systems  • Finance / Invoicing; Order Processing  • Sustainability Policy; FSC (If applicable); Environmental impact  • Social Impact  • Supply Chain management  • Recruitment; Training & Development  • Booking of courses; Refresher training; Toolbox talks  • Apprenticeships; Career Development; Work Experiences  • Any relevant Awards your organisation has achieved | 5 |

* 1. All Method Statements will be assessed by a panel of officers, with a consensus score reached between the participating scorers which will form the score given in the Award Criteria.
  2. Method Statements will be marked using the criteria outlined below in ‘Definitions of Scoring Categories’
  3. These responses will form part of the ongoing performance of the contract and as such will be binding.
  4. Please provide your answers to each question within the TENDER SUBMISSION DOCUMENT.
  5. Please ensure your answers are clearly linked to our specific contract requirements.

**Definitions of Scoring Categories:**

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| **100%** | Excellent  Excellent response to the requirements which provides detailed evidence that is clear and complete. |
| **75%** | Good  Good response to the requirements which provides evidence that is clear |
| **50%** | Satisfactory  Satisfactory response to the requirements which provides adequate evidence. |
| **25%** | Fair  The information submitted is limited, and/or  insufficient supporting documentation has been provided. |
| **0%** | Unacceptable  Unanswered or failed to adequately address the requirement. |

If a score of UNACCEPTABLE is given by the scoring team for any of the method statement questions, the tenderer will be deemed to not have met the minimum quality requirements of this tender and therefore be excluded from the tender process.

1. PROPOSED TENDER TIMETABLE
   1. We propose the following outline timetable for the procurement of these Services:

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| Activity | Date |
| Last Date and time for tender clarifications | 12th April 2021 |
| Deadline for return of Tender Documents | 19th April 2021 |
| Evaluation of Tenders | 19th April – 3rd May |
| ‘Change of Supplier’ form prepared | 5th May 2021 |
| Letter of intention to award contract (i.e. ‘standstill period’ - if applicable) | 7th May 2021 |
| Confirmation of contract award | 18th May 2021 |
| Contract commences | 1st June 2021 |

We reserve the right to change the above timetable.

1. TENDER QUERIES
   1. All queries, discrepancies or points of clarification regarding the tender documentation or terms and conditions which may have a bearing on the offer to be made must be raised no later than 7 calendar days before the deadline for submission.
   2. If relevant, responses to Tender queries will be circulated to all Economic Operators who have expressed an interest in the tender.
2. QUALIFIED TENDERS
   1. Tenders must not be qualified and must be submitted strictly in accordance with the Tender Documentation. Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. Only Tenders submitted without qualification strictly in accordance with the Tender Documentation as issued (or subsequently amended by us) will be accepted for consideration. Our decision on whether or not a Tender is acceptable will be final and you will not be consulted. Qualified tenders will be excluded from further consideration and the Economic Operator notified unless otherwise provided by law.
3. COMPLETING YOUR TENDER RESPONSE
   1. Your response requires several parts to complete from basic response information to providing the attachments that are required as part of this tender.
   2. No other documentation should be sent with the submission unless specifically requested. Any additional documentation may invalidate the Tender submission.
   3. It is your responsibility to check that where responses to questions (including attachments) are required, these are fully complete, accurate and where necessary signed before submission.
4. SUBMITTING A TENDER RESPONSE
   1. Tender Responses must be submitted in accordance with the instructions set out in section 1 above.
   2. It is your responsibility to familiarise yourself with the structure and extent of the submission process, the extent of any information required to be supplied with your submission. You should do this in sufficient time to ensure that you can provide your submission before the deadline.
   3. **The closing date for the submission of your Tender Response and any supporting documentation is 12:00:00 noon on 19th April 2021.**
   4. We reserve the right to extend this deadline.
   5. Please ensure you allow adequate time to submit your tender response.
   6. Where you are required to submit supporting documents, the document title should clearly reference the question or section that it refers to.
   7. All documents must be completed and submitted in the same format as it was published. For example: an MS Excel spreadsheet will need to be returned as an MS Excel spreadsheet and not as any other file format.
   8. The tender documentation must not be amended in any other way than to respond, complete or sign submissions as indicated. Any other amendments or alterations in any way, will invalidate your submission.
   9. An email confirming receipt of your submission will be sent to the email address provided in your submission after the tender deadline has passed.
5. AMENDMENTS TO TENDERS PRIOR TO THE DUE DATE
   1. At any time after the issue of the tender documentation and up to seven calendar days before the closing date for the submission of tenders, we reserve the right to issue tender amendments detailing any changes to the tender documentation or tender process. You must ensure that you take these amendments into account in the preparation of your tender submission.
6. ACCEPTANCE PERIOD
   1. The Tender will be deemed to remain open for acceptance or non-acceptance for not less than 120 days from the tender deadline date. We may accept the Tender at any time within this prescribed period. We shall, however, not be bound to accept the lowest, most economically advantageous or any Tender.
7. SUFFICIENCY AND ACCURACY OF TENDERS
   1. You will be deemed to have examined all the tender documents and by your own independent observations and enquiries will be held to have fully informed yourselves as to all matters relating to the scope of the work to be carried out in your resulting Tender Response.
   2. It is your responsibility to ensure the accuracy and completeness of your Tender Response prior to submission, failure to include all documentation requested will exclude your submission from the tender process (except where the PQQ or ITT documentation specifically states otherwise).
   3. If we suspect that there has been an arithmetical error in the pricing contained within your Tender Response, we reserve the right to seek such clarification as we consider necessary from you.
   4. It is your responsibility to ensure you familiarise yourselves with all regulations, laws, byelaws, and all other factors that may have a bearing on your Tender submission.
8. CONFIDENTIALITY
   1. You shall treat the Tender Documentation as private and confidential.
   2. You shall not disclose either:
      1. the fact that you have been invited to tender or release details of the Contract; or
      2. details of your Tender in whole or in part prior to the award of the Contract by us or on receipt of notification that the Tender has not been accepted as the case may be, other than on an “in confidence” basis to those who have a legitimate need to know or whom you need to consult for the purpose of preparing the Tender.
9. INCURRED EXPENSES
   1. We shall not be responsible for, or pay any losses or expenses which may be incurred by you in the preparation and submission of your Tender, including (but not limited to) the attendance at any pre or post tender meetings, the delivery of any presentations by you to us in relation to your proposal, site visits or other negotiations.
   2. We will not accept claims for additional charges relating to the work made by you after acceptance of the Tender if, in our reasonable opinion, such additional charges should have been established by proper inspection of the Tender Documentation prior to tendering.
10. THIRD PARTY ISSUES
    1. You should provide any potential third parties you appoint to assist with the Contract with all necessary technical and commercial information to enable such third parties to accurately quote to you.
    2. It is our policy not to respond to any direct approach from such potential third parties seeking details about a particular ITT.
    3. You must declare the share of any contract you intend to sub-contract and list any proposed third parties in your Tender Response.
11. PRICING AND PAYMENT
    1. Pricing

You should complete your Tender Response noting the following:

* + 1. At your discretion, you may submit a cost for any or all of the items detailed on the Schedule of Prices document.
    2. The currency in which all prices, costs or rates stated in the Schedule of Prices document must be quoted in Pounds Sterling and whole pence (i.e. to two decimal places).
    3. All prices quoted should be exclusive of VAT.
  1. Payment
     1. Our standard payment terms are 30 days from the date on which the invoice is regarded as valid and undisputed.
     2. We will make no payment or allowance in respect of any Tender.
     3. We are moving towards electronic invoicing and welcome XML file format.

1. COMPETITION
   1. You shall not fix the amount of the Tender (or the rate and prices quoted) by agreement with any person and shall not communicate to anyone other than us the amount or approximate amount or terms of your proposed tender (other than in strict confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the tender).
   2. Your attention is drawn to the provisions of Chapter 1, Part 1 of the Competition Act 1998.
   3. If we consider that a cover price (i.e. a bid that is not intended to be considered seriously) has been submitted or you do not observe paragraph 18.1 we will reject the tender and may decide not to invite you to tender for future work.
2. PUBLICITY
   1. No publicity or other information relating to this project is to be released by you without the prior written approval of us.
3. DISCLOSURE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT 2000 / THE GOVERNMENT TRANSPARENCY AGENDA
   1. Freedom of Information Act 2000 (FOIA) gives a right of access by any person (including companies) to information held by us, which could include information relating to or submitted as part of a tendering process. Certain information may be exempt on the grounds of confidentiality or commercial sensitivity
   2. We encourage all Economic Operators to visit the Information Commissioners website at https://ico.org.uk for further information on the FOIA and its effect on public authorities, Economic Operators and service providers in relation to the disclosure of information in respect of public sector tendering and contracts and specifically to access Awareness Guidance Document No. 2 (Confidential Information) and Awareness Guidance Document No. 5 (Commercial Interests) on the application of the exemptions from disclosure under the FOIA.
   3. You should indicate, with supporting reasons, the parts of your tender submission and contract which you consider are commercially sensitive under Section 43 of the FOIA and/or confidential under Section 41 of the FOIA should a Freedom of Information (FOI) request be received by us, by completing the online questions relating to Freedom of Information within YORtender.
   4. We will, apart from complying with our legal obligations in relation to disclosure of information as part of the tender debriefing process, where contracts are awarded on the basis of the most economically advantageous basis tender provide an objective assessment of the comparative strengths and weaknesses having due regard to commercial sensitivity without compromising your rights and competitive position.
   5. The Government is promoting its transparency agenda across central and local government with the aim of achieving greater transparency on contracting and expenditure in the public sector. You should be aware that if they are awarded a public sector contract, this may result in the contract or payments against that contract being published in its entirety (subject to the provisions under the FOIA regarding any information which is exempt from disclosure which would be redacted).
4. WHISTLEBLOWING
   1. We are committed to the highest possible standards of openness, probity and accountability and will take all steps possible to prevent and eliminate fraud and corruption whether it is attempted on the Council or from within it.
   2. In line with that commitment you or any of your employees, servants, sub-contractors, suppliers or agents or anyone acting on your behalf with any concerns about any aspect of our work is required to come forward and voice those concerns.
   3. We have in place a whistle blowing policy, enabling anyone with concerns to report confidentially something that:

Is unlawful; or

Is against our Constitution or policies; or

Falls below established standards or practice; or

Amounts to improper conduct.

* 1. Examples of malpractice in this context may include concerns about possible corruption, modern slavery, financial irregularities, bias within the tender process, bribery or health and safety breaches.
  2. There is an expectation and requirement that all individuals and organisations associated with us in whatever way will act with integrity, and that our staff at all levels will lead by example in these areas.
  3. You can expect to be dealt with by us in an open, fair and transparent manner, in accordance with our contract procedure rules.

1. EXCLUSION
   1. We are not committed to any course of action as a result of issuing the tender documentation. In particular you should note that we:
   2. May not accept any proposal; and
   3. Do not commit to accepting the lowest price, most economically advantageous, or any bid.
2. TENDERER’S WARRANTIES
   1. In submitting your tender, you represent and undertakes to us that:
   2. All information, representations and other matters of fact you, your staff or agents communicate (whether in writing or otherwise) to us, in connection with or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the tender response.
   3. You have the full power and authority to enter into the contract and perform the obligations specified in our Contract Terms and Conditions and will, if requested, produce evidence of such to us.
   4. You are of sound financial standing and have and will have sufficient working capital, skilled staff, equipment and other resources available to you to perform the obligations specified in the tender documentation.