Request to Participate – Dynamic Purchasing System (DPS) for supply and maintenance of Mobile Plant

**Contract Ref. YOR/COR/019**

**Part 1 – Information and Instructions**

Issue Date: 17th November 2021

Closing Date & Time: 22nd December 2022, 12 Noon

*Note: The above closing date and time is designed to give Yorwaste a ‘cut-off’ date for reviewing the next round of applications: Suppliers can apply to join the DPS at any time prior to its end date.*

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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 North 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 34 (Dynamic Purchasing Systems), the Company is inviting Suppliers to tender for a multi-provider purchasing system (“DPS”) for the provision and maintenance of mobile plant to be utilised on a number of the Company’s waste management sites.
     3. The scope of the DPS will be for the provision of a variety of mobile plant including excavators, loading shovels, tele handlers and fork-lift trucks.
     4. The final specification for each item of mobile plant will be provided as part of the further competition.
     5. Suppliers can apply to join one, more or all the Lots.
     6. The term of the DPS will be for a period of 4 years from the Commencement Date of 15th December 2021
     7. The company is able to extend the length of the DPS. There are 2 potential extensions to the DPS of 2 years each. This takes the total maximum length to 8 years (From the Commencement date of 15th December 2021).
     8. To be admitted to the DPS, suppliers will need to complete and return ITT part 3 – Questionnaire.
     9. Once suppliers have been admitted to the DPS, Call Off Contracts will be awarded by way of further competition. **These further competitions will be run as and when the company has a requirement for mobile plant**. This process is covered in further detail in 1.4 – Evaluation.
     10. The Company gives no guarantee of any orders being placed through this DPS.
  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 appointment to the DPS for the various Lots. Suppliers should note that if the Company either decides not to accept any Tender 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.
     2. The draft timetable below outlines the estimated duration of the procurement process. Suppliers should note this is for indicative purposes only and the Company is not bound by these timescales.

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| 1 | OJEU & Contracts Finder Notice sent for Publication | 17th November 2021 |
| 2 | Procurement Document (this ITT) published online | 17th November 2021 |
| 3 | Deadline for receipt of Request to Participate (Part 3 – Questionnaire) | 22nd December 2022, 12 Noon  ***\*See note below 1*** |
| 4 | Evaluation Period | 23rd December 2021 to 21st January 2022 |
| 5 | Contract Awarded (Confirming admission to DPS) | 24th January 2022 |
| 6 | DPS Award Notice issued | 24th January 2022 |
| 7 | DPS start date | 15th December 2021  ***See note below 2*** |
| 8 | Further competitions | Dates TBC – These will be run as and when plant is required |

***Note 1****: The deadline of 22nd December 2021 is an initial cut-off date for the first round of applications. This is so we can review the first batch of responses. Suppliers are able to submit a response at any time after this date, as long as they respond before the DPS end date.*

***Note 2****: An initial batch of suppliers have already applied to join the DPS (Yorwaste had originally intended to set-up a multi supplier framework, but later changed this to a DPS). Their responses are currently being reviewed, and these suppliers will join the DPS when the DPS starts on 15th December 2021. These suppliers will also receive a notice confirming they have been admitted to the DPS prior to it’s start date.*

* 1. **SUBMISSION OF TENDERS**
     1. **Suppliers who tender for more than one lot must submit a separate tender (Part 4) for each lot.**

1.3.3 Questionnaires (Part 3) should be submitted via the ProContract procurement portal no later than 12 Noon on 22nd December 2021 *(As noted earlier, this a cut-off for the first round of applications only – Suppliers can join the DPS at any time prior to its end date)*

1.3.3 Deadlines for further competitions will be confirmed at the time they are run.

* 1. **EVALUATION**
     1. The award of contracts will be two stage process.
     2. In stage one, suppliers will be scored on their responses to the quality questions in part 3 – Questionnaire. Successful suppliers will be admitted on to the DPS. Suppliers who are successful in stage one and admitted to the DPS will then be eligible to take part in stage two.
     3. In stage two, the company will run further competitions to decide which companies to award contracts to. The criteria to be used are outlined in Part 4 – Pricing Schedule and Further Questions. Further competitions will be run as and when the company has a requirement for mobile plant.
     4. The information provided in part 4 will be used to work out a total score (The Company will confirm the scores available for each Further Competition). The supplier who scores highest overall in each lot will receive a contract for supply and maintenance of mobile plant.
     5. Please note the price and quality scores available may be adjusted by the Company for each further competition. The further competition documents will always state the scores available for price and quality. For the avoidance of doubt, the Company is not permitted to alter the price or quality scores retrospectively (i.e. after submissions have been received)
     6. A sample copy of part 4 – Pricing Schedule and Further Questions, is provided as part of the framework documents for your information only. **DO NOT RETURN THIS FORM.**
     7. The company intends to run further competitions before Q1 of each financial year.
     8. Appointment to the DPS will be based on an evaluation exercise. Tenders will be assessed based solely on the answers provided to the quality questions in part 3 - Questionnaire. Suppliers will be asked a number of questions. The questions will be a mix of threshold questions, information only and scored questions. Please see the table below for further information.

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| **Quality Questionnaire** | **Question Type** |
| 1. Supplier Information | Information only |
| 2. Grounds for mandatory exclusion | Threshold |
| 3. Grounds for discretionary exclusion | Threshold |
| 4. Economic and Financial Standing | Threshold |
| 5. Wider Group Information | Information only |
| 6. Contract Examples | Threshold, Scored |
| 7. Modern Slavery | Threshold |
| 8.1. Project Specific | Threshold, Scored |
| 8.2. Insurance | Threshold |

1.4.7 Suppliers should note that in order to be considered for appointment to the DPS, they must satisfy all threshold questions.

* + 1. **Suppliers must achieve a total score of 70% or higher in order to be appointed onto the DPS. Additionally, should they receive a score of 6 or below on any individual question, then their entire submission will be rejected.**
    2. Unsuccessful suppliers will be given full and detailed feedback where their responses were not considered satisfactory (i.e. where they scored less than 70% in total, or received a score of 6 or below on any individual question)
    3. Unsuccessful suppliers are able to re-apply to join the DPS at any time: There is no limitation on the number of times you can apply to join on the DPS (Following an unsuccessful application)
    4. The scored questions will be scored using the following scale of awarding marks between 0 and 10:

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| **0** | **Completely unsatisfactory**  No response to the question or serious deficiencies in meeting the required standards. |
| **1-2** | **Unacceptable response**  This response is barely compliant with a lot of shortfalls in meeting the required standards. |
| **3-4** | **Very poor response**  The response is partially compliant with some shortfalls in meeting the required standards. |
| **5-6** | **Poor response**  The response is mostly compliant but does not completely fulfil the basic contract standards. |
| **7-8** | **Acceptable 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** | **Good response**  The response is fully compliant and indicates the ability to exceed the required standards of the contract. |

1.4.11 Providing the Supplier has supplied all the information required they shall be scored on the relevant questions.

1.4.12 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 Requests to Participate received.

**1.5 GENERAL INSTRUCTIONS**

1.5.1 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 Tenders rejected.

1.5.2 The Company reserves the right to disqualify any submission which is incomplete.

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

1.5.4 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.

1.5.5 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.

1.5.6 Suppliers should note that wherever reference is made to any external assessment body or external accreditation standard, such reference shall be deemed to include reference to any equivalent body or standard established in other member states of the European Union.

1.5.7 The Suppliers returns may be supported by appropriate and adequately descriptive technical literature, drawings, plans or photographs of the vehicle. All written information provided will be checked with referees provided.

**1.6 INFORMATION, COSTS & EXPENSES**

1.6.1 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.

1.6.2 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.

1.6.3 If a Supplier fails to provide fully for the requirements of the Specification in the Tender when the Company direct awards a Call off Contract, it must either:

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

(b) withdraw its Tender.

**1.7 RESEARCH AND INVESTIGATION**

1.7.1 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.

1.7.2 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.

**1.8 ACCEPTANCE OF TENDER**

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

1.8.2 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.