REQUEST TO PARTICIPATE FOR NON-HAZARDOUS RESIDUAL WASTE TREATMENT OR DISPOSAL

**Contract Ref. YOR/TFR/023**

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

Issue Date: 21st March 2018

Closing Date & Time: 26th April 2018, 12 Noon

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| Yorwaste Limited  Mount View  Standard Way  Northallerton  DL6 2YD | SJB Recycling  Bretton Mill Farm  Haigh  Barnsley  S75 4BX |

# INFORMATION AND INSTRUCTIONS FOR SUPPLIERS

* 1. **OVERVIEW**
     1. Yorwaste Ltd and SJB Recycling (“the Company”) are waste management and recycling companies based and operating in Yorkshire. Yorwaste Ltd is owned by North Yorkshire County Council and City of York Council but is run at arms-length.
     2. SJB Recycling is Yorkshire’s largest independent green (garden) and food waste recycling company, handling hundreds of thousands of tonnes of material each year. This material, which is branded as Yorganics Composts, is processed to make compost which is sold to be used in the domestic and agricultural (farming) markets. The material is also used by large companies such as Anglia Water and Yorkshire Water, as part of a process which mixes green waste with sludge to produce a compost
     3. In relation to the Public Contract Regulations 2015 regulation 34 (Dynamic Purchasing System), the Company is inviting Suppliers to be included on a Dynamic Purchasing System (“DPS”) for third party bulk haulage.
     4. The scope of the DPS will be for the treatment or disposal of non-hazardous residual waste. This could include but is not limited to mixed municipal waste and commercial and industrial waste. The DPS will be split into three Lots as detailed below. Please refer to the Specification for further information. Please note collection of the waste from our sites falls outside of the scope of this DPS.

|  |  |
| --- | --- |
| **Lot** | **Title / Description** |
| 1 | Kerbside collected residual waste |
| 2 | Residual waste |
| 3 | Shredded residual waste |

* + 1. The term of the DPS will be for a period of five years from the Commencement Date of 1st June 2018.
    2. The successful Suppliers will be responsible for providing this requirement, liaising closely with the Contract Manager Emma Bagley.
    3. Call Off Contracts will be awarded under the Dynamic Purchasing System by way of further competition or direct award using the procedure set out in Clause 6 of the Dynamic Purchasing System Agreement (Section 5).
    4. The Company gives no guarantee of any orders being placed through this DPS.
    5. As part of the process in applying to be appointed onto the DPS, the Suppliers will be asked to complete a price schedule to be used for any direct awards throughout the first year of the DPS. The price schedule will also be used as a ceiling price for any further competitions conducted within the year.
    6. In May of each year, starting May 2019, the Company shall ask Suppliers to update the price schedule with their ceiling prices for the following year.
    7. Further competitions will be run as and when the requirement arises, or on an annual basis at the sole discretion of the Company.
  1. **INDICATIVE PROCUREMENT TIMETABLE**
     1. The Company does not bind itself to accept any Request to Participate but every effort will be made to reach a decision on the establishment of the DPS. Suppliers should note that if the Company either decides not to accept any Request to Participate 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 Company will accept requests to participate for the life of the DPS. The evaluation of submissions will be conducted within the timescales specified with the Public Contract Regulations 2015. Providing the Supplier meets the criteria, and the Company has decided to proceed with the DPS, the Suppliers will be appointed onto the DPS.

1.2.3 Regarding the first round of requests to participate to establish the DPS, the procurement document will be published on 21st March 2018.The deadline for submissions will be 26th April 2018 at 12 Noon.

* 1. **SUBMISSION OF REQUEST TO PARTICIPATE**

1.3.1 Requests to Participate for Round 1 of the DPS should be submitted via the ProContract procurement portal no later than 26th April 2018 at 12 Noon.

1.3.2 Any queries regarding this procurement should be submitted via the ProContract portal no later than 19th April 2018 at 12 Noon.

* 1. **EVALUATION**

1.4.1 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.

1.4.2 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.

|  |  |
| --- | --- |
| **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. Technical and Professional Ability | Scored – 20% |
| 7. Modern Slavery | Threshold |
| 8.1. Project Specific | Threshold, Information only, Scored – 80% |
| 8.2. Insurance | Threshold |

1.4.3 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**  This 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. |

4.4 Providing the Supplier has supplied all the information required they shall be scored on the relevant questions. To be deemed to have passed the scored questions, a score of 5 or above must be achieved. A score of 4 or below will result in a fail. If this happens, Suppliers will have the opportunity to improve their Request to Participate and submit it in the next round of the DPS.

**1.5 GENERAL INSTRUCTIONS**

1.5.1 Requests to Participate 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 Request to Participate 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 Request to Participate 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 Request to Participate 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.

**1.6 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 Request to Participate 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 Request to Participate in the event of errors being identified after the submission of Request to Participate.

1.6.3 If a Supplier fails to provide fully for the requirements of the Specification in the Request to Participate 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 Request to Participate price; or

b) withdraw its Request to Participate

**1.7 RESEARCH AND INVESTIGATION**

1.7.1 The Supplier will be deemed for all purposes connected with the Request to Participate 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 Request to Participate.

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 COMPLETING THE FORM**

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

1.8.2 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.

1.8.3 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.**

1.8.4 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.

1.8.5 **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.

1.8.6 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.

1.8.7 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.

1.8.8 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.

1.8.9 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.

**1.9 ACCEPTANCE OF REQUEST TO PARTICIPATE**

1.9.1 Any acceptance of a Request to Participate by the Company will be in writing and communicated to the Supplier.

1.9.2 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.