

UK-Shrewsbury: Refuse and waste related services.

UK-Shrewsbury: Refuse and waste related services.

Section I: Contracting Authority

I.1) Name, Addresses and Contact Point(s):

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement, Attn: [REDACTED]

Further information can be obtained at: As Above

Specifications and additional documents: As Above

Tenders or requests to participate must be sent to: As Above

I.2) Type of the contracting authority:

Regional or local authority

I.3) Main activity:

General Public Services

I.4) Contract award on behalf of other contracting authorities:

The contracting authority is purchasing on behalf of other contracting authorities: Yes

Section II: Object Of The Contract: SERVICES

II.1) Description

II.1.1) Title attributed to the contract by the contracting authority: IMC 189 - The provision of recycling and waste collection services including the destruction of confidential waste paper where applicable from Shropshire Council owned / run sites.

II.1.2) Type of contract and location of works, place of delivery or of performance:

SERVICES

Service Category: 27

Region Codes: UKG22 - Shropshire CC

II.1.3) Information about a public contract, a framework or a dynamic purchasing system: The notice involves a public contract

II.1.5) Short description of the contract or purchase:

Refuse and waste related services. It is Shropshire Council's intention to award this contract to one contractor. The contract shall comprise of the provision of recycling and residual waste collection services including destruction of confidential waste paper as and when required and where instructed from Shropshire Council owned/run properties throughout the County of Shropshire.

The fundamental objective of the contract is to provide an efficient waste management service capable of servicing Shropshire Council owned and run sites with a full recycling, residual and confidential paper destruction service. The Council places emphasis on the waste hierarchy with waste prevention and recycling above waste treatment and disposal.

In the first instance competitive tenders are being invited for an initial period of three years commencing 1st April 2016, thereafter the contract may be extended for a further two years subject to satisfactory performance during the contract year.

II.1.6) Common Procurement Vocabulary:

90500000 - Refuse and waste related services.

DA37-2 - Recycling

II.1.7) Information about Government Procurement Agreement (GPA):

The contract is covered by the Government Procurement Agreement (GPA): Yes

II.1.8) Lots:

This contract is divided into lots: Not Provided

II.1.9) Information about variants:
Variants will be accepted: Yes

II.2) Quantity Or Scope Of The Contract

II.2.1) Total quantity or scope:
Not Provided

Estimated value excluding VAT: 200,000
Currency: GBP

II.2.2) Options: Not Provided

II.2.3) Information about renewals:

This contract is subject to renewal: Not Provided

II.3) Duration Of The Contract Or Time-Limit For Completion

Starting: 01/04/2016

Completion: 01/04/2019

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions relating to the contract

III.1.1) Deposits and guarantees required:
see tender documentation

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:
see tender documentation

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded:
Joint and severable liability

III.1.4) Other particular conditions:

The performance of the contract is subject to particular conditions: No

III.2) Conditions For Participation

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:

see tender documentation

III.2.2) Economic and financial capacity

Economic and financial capacity - means of proof required:

Information and formalities necessary for evaluating if requirements are met:
see tender documentation

III.2.3) Technical capacity

Technical capacity - means of proof required

Information and formalities necessary for evaluating if requirements are met:
see tender documentation

III.2.4) Information about reserved contracts: Not Provided

III.3) Conditions Specific To Service Contracts

III.3.1) Information about a particular profession:

Execution of the service is reserved to a particular profession: No

III.3.2) Staff responsible for the execution of the service:

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: Not Provided

Section IV: Procedure

IV.1) Type Of Procedure

IV.1.1) Type of procedure: Open

IV.2)Award Criteria

IV.2.1)Award criteria:

The most economically advantageous tender in terms of
The criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

IV.2.2)Information about electronic auction:

An electronic auction will be used: No

IV.3)Administrative Information

IV.3.1)File reference number attributed by the contracting authority: IMC 189

IV.3.2)Previous publication(s) concerning the same contract: No

IV.3.3)Conditions for obtaining specifications and additional documents or descriptive document:

Date: 11/01/2016

Time-limit for receipt of requests for documents or for accessing documents: 12:00

IV.3.4)Time-limit for receipt of tenders or requests to participate

Date: 12/01/2016

Time: 12:00

IV.3.6)Language(s) in which tenders or requests to participate may be drawn up: English

IV.3.7)Minimum time frame during which the tenderer must maintain the tender Not Provided

IV.3.8)Conditions for opening tenders

Date: 12/01/2016

Time: 12:00

Section VI: Complementary Information

VI.1)This Is A Recurrent Procurement: No

VI.2)Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds: No

VI.3)Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Refuse-and-waste-related-services./4H832Q7GYG>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/4H832Q7GYG>

VI.4)Procedures For Appeal

VI.4.1)Body responsible for appeal procedures:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Email: procurement@shropshire.gov.uk

VI.4.2)Lodging of appeals: Not Provided

VI.4.3)Service from which information about the lodging of appeals may be obtained:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993

VI.5) Date Of Dispatch Of This Notice: 17/11/2015

ANNEX A

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Purchased on behalf of other contracting authority details:

1: Contracting Authority

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

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Contact: Procurement, Attn: [REDACTED]

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Specifications and additional documents: As Above

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Regional or local authority

I.3) Main activity:

General Public Services

I.4) Contract award on behalf of other contracting authorities:

The contracting authority is purchasing on behalf of other contracting authorities: Yes

Section II: Object Of The Contract: SERVICES

II.1) Description

II.1.1) Title attributed to the contract by the contracting authority: IMC 189 - The provision of recycling and waste collection services including the destruction of confidential waste paper where applicable from Shropshire Council owned / run sites.

II.1.2) Type of contract and location of works, place of delivery or of performance:

SERVICES

Service Category: 16

Region Codes: UKG22 - Shropshire CC

II.1.3) Information about a public contract, a framework or a dynamic purchasing system: The notice involves a public contract

II.1.5) Short description of the contract or purchase:

Refuse and waste related services. It is Shropshire Council's intention to award this contract to one contractor. The contract shall comprise of the provision of recycling and residual waste collection services including destruction of confidential waste paper as and when required and where instructed from Shropshire Council owned/run properties throughout the County of Shropshire.

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II.1.7) Information about Government Procurement Agreement (GPA):
The contract is covered by the Government Procurement Agreement (GPA): Yes

II.1.8) Lots:
This contract is divided into lots: No

II.1.9) Information about variants:
Variants will be accepted: Yes

II.2) Quantity Or Scope Of The Contract

II.2.1) Total quantity or scope:
Not Provided
Estimated value excluding VAT: 200,000
Currency: GBP

II.2.2) Options: Not Provided

II.2.3) Information about renewals:
This contract is subject to renewal: Not Provided

II.3) Duration Of The Contract Or Time-Limit For Completion

Starting: 01/04/2016
Completion: 01/04/2019

Information About Lots

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions relating to the contract

III.1.1) Deposits and guarantees required:
see tender documentation

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:
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III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded:
Joint and severable liability

III.1.4) Other particular conditions:
The performance of the contract is subject to particular conditions: No

III.2) Conditions For Participation

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:

see tender documentation

III.2.2) Economic and financial capacity
Economic and financial capacity - means of proof required:

Information and formalities necessary for evaluating if requirements are met:
see tender documentation

Minimum Level(s) of standards possibly required:
see tender documentation

III.2.3) Technical capacity

Technical capacity - means of proof required

Information and formalities necessary for evaluating if requirements are met:
see tender documentation

III.2.4) Information about reserved contracts: Not Provided

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Execution of the service is reserved to a particular profession: No

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Date: 11/01/2016

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IV.3.4) Time-limit for receipt of tenders or requests to participate

Date: 12/01/2016

Time: 12:00

IV.3.6) Language(s) in which tenders or requests to participate may be drawn up: English

IV.3.7) Minimum time frame during which the tenderer must maintain the tender Not Provided

IV.3.8) Conditions for opening tenders

Date: 12/01/2016

Time: 12:00

Section VI: Complementary Information

VI.1) This Is A Recurrent Procurement: Yes

Estimated timing for further notices to be published: 31/03/2019

VI.2) Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds: No

VI.3) Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of

tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:
<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Refuse-and-waste-related-services./4H832Q7GYG>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/4H832Q7GYG>
GO-2015124-PRO-7415848 TKR-2015124-PRO-7415847

VI.4)Procedures For Appeal

VI.4.1)Body responsible for appeal procedures:

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Tel. +44 1743252993, Email: procurement@shropshire.gov.uk

VI.4.2)Lodging of appeals: See above

VI.4.3)Service from which information about the lodging of appeals may be obtained:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993

VI.5) Date Of Dispatch Of This Notice: 04/12/2015

ANNEX A

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Purchased on behalf of other contracting authority details:

1: Contracting Authority

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Procurement & Contracts

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Bidder

IMC 189 – THE PROVISION OF RECYCLING AND WASTE COLLECTION SERVICES INCLUDING THE DESTRUCTION OF CONFIDENTIAL WASTE PAPER WHERE APPLICABLE FROM SHROPSHIRE COUNCIL OWNED/RUN SITES.

SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions for Tendering
2. Shropshire Council General Terms and Conditions
3. Specification
4. Property List
5. Tender Response Document

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 12TH January 2015**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - **Please ensure that you allow yourself at least three hours when responding prior to the closing date and time, especially if you have been asked to upload documents.** If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.

- **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on **4 December 2015** to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

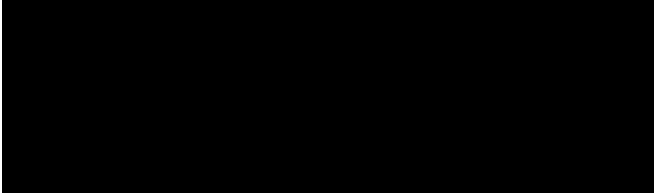
Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response

personal info

Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



Procurement Manager
Procurement & Contracts
Enc

SHROPSHIRE COUNCIL

GENERAL TERMS

AND

CONDITIONS

FOR

THE SUPPLY

OF

GOODS SERVICES AND WORKS

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These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix **"W"** (**Property Services contracts**) or **"Z"** (**Highways contracts**) will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

1. **DEFINITIONS**

1.1 In this document the following words shall have the following meanings:

'Agreement'	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
'Associated Person'	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
'Bribery Act'	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
"Council Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
"Council Software"	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
"Council System"	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
"Council Representative"	the representative appointed by the Council
"Council"	means Shropshire Council
"Commercially Sensitive Information"	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;

"Contractor System"	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"EIR"	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
"Exempt Information"	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
"FOIA"	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
"FOIA notice"	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
"Form of Agreement"	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
"Goods"	means all goods specified in the Agreement.
"Hazardous Goods"	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
"Law"	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Packages"	includes bags, cases, cylinders, drums, pallets and other containers

"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Price"	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
'Prohibited Act'	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or (d) defrauding, attempting to defraud or conspiring to defraud the Council.
"Public body"	as defined in the FOIA 2000
'Purchase Order'	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
"Receiving Party"	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
'Regulated Activity'	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
'Regulated Provider'	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
"Request for Information"	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
"Security Policy"	the Council's security policy as updated from time to time;
"Services"	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
'Software'	Specially Written Software, Contractor Software and Third Party Software;
'Specially Written Software'	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
'Sub-Contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to

	provide to the Contractor the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof.
'Sub-Contractor'	the third parties that enter into a Sub-Contract with the Contractor.
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
"Works"	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
'Writing'	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

- 1.2 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.
In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
- (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.
- 1.10 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of these terms and conditions.
- 1.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

2 GENERAL

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.

- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.
- 2.5 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council **(W) (Z)**

3 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

- 3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

4 ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

- 4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement
- 4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties
- 4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms

5 PRICE AND PAYMENT

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.
- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.

- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 30 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 30 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- 5.5 If the Council fails to make any payment due to the Contractor under this agreement by the due date for payment, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.6 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.7 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.8 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6 DELIVERY

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.

- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

- 7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

8. INSPECTION

- 8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.
- 8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

9. REJECTION

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.
- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

10 TITLE - PASSING PROPERTY

- 10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.
- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.
- 10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

11 THE COUNCIL'S OBLIGATIONS

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
 - a) co-operate with the Contractor;
 - b) provide the Contractor with any information reasonably required by the Contractor;
 - c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
 - d) comply with such other requirements as may be otherwise agreed between the parties.
- 11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.

12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

13 INDEMNIFICATION

13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

14 TERMINATION AND CANCELLATION

14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.

14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:

- a). the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
- b). the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- c). the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- d). the other party ceases to carry on its business or substantially the whole of its business;
or
- e). the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

15 PREVENTION OF BRIBERY (W) (Z)

15.1 The Contractor:

- a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;
- b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

15.2 The Contractor shall:

- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant

government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 15 and provide such supporting evidence of compliance with this clause 15 by the Contractor as the Council may reasonably request.

15.3 If any breach of clause 15.1 is suspected or known, the Contractor must notify the Council immediately.

15.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 15.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.

15.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 15.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 15.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:

a) with the authority; or,

b) with the actual knowledge;

of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or

c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.

15.6 Any notice of termination under clause 15.5 must specify:

a) the nature of the Prohibited Act;

b) the identity of the party whom the Council believes has committed the Prohibited Act; and

c) the date on which this Agreement will terminate.

15.7 Despite clause 42 (Disputes), any dispute relating to:

a) the interpretation of clause 15; or

b) the amount or value of any gift, consideration or commission,

shall be determined by the Council and its decision shall be final and conclusive.

15.8 Any termination under clause 15.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

16 INTELLECTUAL PROPERTY RIGHTS

16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.

16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third

party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.

16.3 This provision shall survive the expiration or termination of the Agreement.

17 INDEPENDENT CONTRACTORS

17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

18 SEVERABILITY

18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

19.1 The Council may, subject to clause 19.2:
(a) assign any of its rights under the Agreement; or
(b) transfer all of its rights or obligations by novation, to another person.

19.2 The consent of the Contractor is required for an assignment or transfer by the Council unless:
(a) the assignment or transfer is to an Associated Person of the Council; or
(b) either the Council or the Contractor have committed a breach of this Agreement which gives the other party the right under the terms of this Agreement to terminate the Agreement. Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

19.3 The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.

19.4 The Contractor will not, without the written consent of the Council sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.

19.5 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

19.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20 WAIVER

20.1 The failure by either party to enforce at any time or for any period any one or more of these General Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

21 HAZARDOUS GOODS

- 21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.
- 21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

22 NOTICES

- 22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND
- 22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

23 CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
 - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:

- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
 - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
 - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)

- 23A.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 23A.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

24 **COUNCIL DATA**

24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.

24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.

24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.

24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:

24.5.1 Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and

24.5.2 The system is kept up to date with the latest versions of operating system and anti-virus updates; and

24.5.3 Transfer of data to and from the system is conducted in a secure manner.

24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:

24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or

24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council Data.

24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.

24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:

24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and

24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25 PROTECTION OF PERSONAL DATA

25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.

25.2 The Contractor shall:

25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);

25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;

25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

25.2.8 notify the Council (within five Working Days) if it receives:

- a) a request from a Data Subject to have access to that person's Personal Data; or
- b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;

25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:

- a) providing the Council with full details of the complaint or request;
- b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
- c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
- d) providing the Council with any information requested by the Council;

25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:

- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
- b) any reasonable instructions notified to it by the Council

25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:

26.1.1 to review the integrity, confidentiality and security of the Council Data;

26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

26.3.1 all information requested by the Council within the permitted scope of the audit;

26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

26.3.3 access to Contractor Personnel

26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.

26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.

26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W)(Z)

27.1 The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request

28 INSURANCE

28.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS).

28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.

28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.

28.3.1 The Contractor shall hold and maintain the insurances required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement

28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term..

28.5 The Contractor shall:

- (a) do nothing to invalidate any insurance policy
- (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change

28.6 For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Agreement.

28.7 Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":

28.7.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall immediately submit to the Council:

- (i) details of the policy concerned; and
- (ii) its proposed solution for maintaining the minimum limit of indemnity specified; and

28.7.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Contractor shall:

- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
- (ii) if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

29. EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30 HUMAN RIGHTS (W) (Z)

- 30.1 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

31 HEALTH AND SAFETY AT WORK (Z)

- 31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

32 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
- 32.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
- 32.6.2 following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
- 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
- 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
- 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
- (a) confirm or deny that information is held by the other party, or
 - (b) disclose information required
- to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.
- 32.9.5 each party shall bear its own costs of:
- a) assessing the application of any exemption under FOIA and/or
 - b) responding to any FOIA notice and/or
 - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
- 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.
- 32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

33 SAFEGUARDING(W) (Z)

- 33.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :
- (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - (b) monitor the level and validity of the checks under this clause 33.1 for each member of the Contractor's Personnel.
- 33.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 33.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 33 have been met.
- 33.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.

33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.

33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

34 SUSTAINABILITY

34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy

35 EXPIRY

35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

36 AUDIT AND MONITORING) (W) (Z)

36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

37 RIGHTS OF THIRD PARTIES

37.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

38 ENTIRE AGREEMENT

38.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

39 FORCE MAJEURE

39.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

39.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably

practicable and to resume the performance of its obligations as soon as reasonably possible

in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

39.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-

39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and

39.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

40 GOVERNING LAW AND JURISDICTION (W)

40.1 It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts

41 COMPLAINTS PROCEDURE (W) (Z)

41.1 The Contactor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

41.1.1 is easy to access and understand

41.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;

41.1.3 provides confidential record keeping to protect employees under this contract and the complainant

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

41.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback

41.2 The Contactor shall ensure that:

41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.

41.2.2 someone who is independent of the matter complained of carries out the investigation

41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigations or finding of the Contactor's investigations

41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint

41.3 The Contactor will make its complaints procedure available on request

41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee

(who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint

- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
 - 42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute
 - 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

Additional definitions for clauses 43 and 44	
"Security Plan"	the Contractor's security plan prepared pursuant [<i>to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)</i>];
"Staff Vetting Procedures"	the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

43 STAFFING SECURITY

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 43.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan

44 SECURITY REQUIREMENTS

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations



INSTRUCTIONS FOR TENDERING

**IMC 189 – THE PROVISION OF RECYCLING
AND WASTE COLLECTION SERVICES
INCLUDING THE DESTRUCTION OF
CONFIDENTIAL WASTE PAPER WHERE
APPLICABLE FROM SHROPSHIRE
COUNCIL OWNED/RUN SITES.**

Shropshire Council Instructions for tendering

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the Maintenance of Air Conditioning, Refrigeration and Heat Recovery as detailed in the Tender Response Document. The contract will be for an initial period of three years commencing 1st April 2016, thereafter the contract may be extended for a further two years subject to satisfactory performance during the contract year.
- 1.2** Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.2 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject

to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures

must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

- 3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

- 4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 12th January 2016.**

- 4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 **Variant Bids**

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 **The Transfer of Undertakings (Protection of Employment) regulations 2006**

- 6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') may apply to this contract. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.
- 6.2 Details of employees of companies who are currently carrying out the work that is included in the Contract can be requested by emailing procurement@shropshire.gov.uk. Tenderers should note, however, that where the

Council provides information to them for the purposes of TUPE, such information will originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

- 7.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 7.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

8.0 Clarifications

- 8.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 8.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 8.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 8.4** All queries should be raised as soon as possible (in writing), in any event not later than **5th January 2016**.
- 8.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 8.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

9.0 Continuation of the Procurement Process

- 9.1** The Council shall not be committed to any course of action as a result of:
- i) issuing this Invitation to Tender;
 - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
 - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 9.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 9.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

10.0 Confidentiality

- 10.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 10.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 10.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 10.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 10.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
 - 10.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
 - 10.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 10.5** Tenderers may disclose, distribute or pass this Invitation to tender to their

professional advisors, sub-contractors or to another person provided that:

- 10.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
 - 10.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
 - 10.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
 - 10.5.4** the Tenderer is legally required to make such a disclosure.
- 10.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

10.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

11.0 Freedom of Information

- 11.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 11.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 11.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as

“commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

11.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

11.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

12.0 Disqualification

12.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

12.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

12.1.2 The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

12.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

12.1.4 The Tenderer :

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

12.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

12.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

13.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

14.0 Award of Contract

14.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

14.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

14.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

15.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this

contract

16.0 Acceptance

16.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

16.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

17.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

18.0 Liability of Council

18.1 The Council does not bind himself to accept the lowest or any tender.

18.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

18.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

18.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

18.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby

expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

19.0 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

20.0 **Declaration**

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Shropshire Council - Tender No IMC 189 - Waste Collection - Property L

Appendix A - Schedule of Properties

Property No	Service Contract	Operating Site
6010	Acton Scott Working Farm	Acton Scott Working Farm
6010	Acton Scott Working Farm	Acton Scott Working Farm
6010	Acton Scott Working Farm	Acton Scott Working Farm
0200	Albrighton Primary School	Albrighton Primary School
0200	Albrighton Primary School	Albrighton Primary School
0230	Alveley Primary School	Alveley Primary School
0230	Alveley Primary School	Alveley Primary School
1800	Belvidere Primary School	Belvidere Primary School
1800	Belvidere Primary School	Belvidere Primary School
SABC045	Bereavement Services	Longden Road Cemetery
SABC045	Bereavement Services	Longden Road Cemetery
SABC045	Bereavement Services	Longden Road Cemetery
SABC045	Bereavement Services	Longden Road Cemetery
B0021	Bereavement Services	Alberbury Cemetery
B0022	Bereavement Services	Great Ness Cemetery
B0023	Bereavement Services	Minsterley Cemetery
B0024	Bereavement Services	Pulverbatch Cemetery
B0025	Bereavement Services	Westbury Cemetery
0335	Bicton C E Primary School	Bicton C E Primary School
0335	Bicton C E Primary School	Bicton C E Primary School
0335	Bicton C E Primary School	Bicton C E Primary School
0350	Bitterley C E Primary School	Bitterley C E Primary School
0350	Bitterley C E Primary School	Bitterley C E Primary School

6320G	Bluprint Services	Bluprint Services
0360	Bomere Heath C E Primary School	Bomere Heath C E Primary School
0360	Bomere Heath C E Primary School	Bomere Heath C E Primary School
0360	Bomere Heath C E Primary School	Bomere Heath C E Primary School
4620	Bridgnorth Youth Centre	Bridgnorth Youth Centre
1620	Bryn Offa C E Primary	Bryn Offa C E Primary
1620	Bryn Offa C E Primary	Bryn Offa C E Primary
OBC001	Castle View	Castle View
OBC001	Castle View	Castle View
0610	Chirbury Primary School	Chirbury Primary School
0660	Claverley C E Primary School	Claverley C E Primary School
0660	Claverley C E Primary School	Claverley C E Primary School
0660	Claverley C E Primary School	Claverley C E Primary School
0660	Claverley C E Primary School	Claverley C E Primary School
0720	Clunbury Primary School	Clunbury Primary School
1810	Coleham Primary School	Coleham Primary School
1810	Coleham Primary School	Coleham Primary School
6832	Community Substance Misuse Team	Community Substance Misuse Team
6832	Community Substance Misuse Team	Community Substance Misuse Team
0740	Condover Primary School	Condover Primary School
0740	Condover Primary School	Condover Primary School
6656	Corner Patch	Corner Patch Oswestry
3950K	County Training Services	County Training Services
1840	Crowmoor Primary School	Crowmoor Primary School
1840	Crowmoor Primary School	Crowmoor Primary School
EOC01	Eastern Oswestry Community Centre	Eastern Oswestry Community Centre

EOC01	Eastern Oswestry Community Centre	Eastern Oswestry Community Centre
5710	Ellesmere Library	Ellesmere Library
0910	Ellesmere Primary School	Ellesmere Primary School
0910	Ellesmere Primary School	Ellesmere Primary School
WN001	Footsteps Nursery	Footsteps Nursery
5720	Gobowen Library	Gobowen Library
1865	Greenfields Primary School	Greenfields Primary School
1865	Greenfields Primary School	Greenfields Primary School
4671	Harlescott Grange Youth Centre	Harlescott Grange Youth Centre
4671	Harlescott Grange Youth Centre	Harlescott Grange Youth Centre
1870	Harlescott Junior School	Harlescott Junior School
1870	Harlescott Junior School	Harlescott Junior School
1010	Highley Primary School	Highley Primary School
1010	Highley Primary School	Highley Primary School
1020	Hinstock Primary School	Hinstock Primary School
1020	Hinstock Primary School	Hinstock Primary School
1030	Hodnet Primary School	Hodnet Primary School
1030	Hodnet Primary School	Hodnet Primary School
1580	Holy Trinity C E School	Holy Trinity C E School
1580	Holy Trinity C E School	Holy Trinity C E School
5885b	Housing Options	Housing Options
0460	John Wilkinson Primary School	John Wilkinson Primary School
0460	John Wilkinson Primary School	John Wilkinson Primary School
7280	Jupiter House	Jupiter House
1170	Kinnerley C E Primary School	Kinnerley C E Primary School
1170	Kinnerley C E Primary School	Kinnerley C E Primary School

3220	Lacon Childe School	Lacon Childe School
3220	Lacon Childe School	Lacon Childe School
4513a	Learning & Skills	Learning & Skills
4513a	Learning & Skills	Learning & Skills
5630	Libraries Team	Albrighton Library
5670	Libraries Team	Broseley Library
5680	Libraries Team	Church Stretton Library
5770	Libraries Team	Much Wenlock Library
5820	Libraries Team	Shifnal Library
5660	Libraries Team	Bridgnorth Visitor Information Centre & Library
5640	Libraries Team	Bayston Hill Library
5800	Libraries Team	Pontesbury Library
5680	Libraries Team	Church Stretton Library & Information Centre
1200	Longden Primary School	Longden Primary School
1200	Longden Primary School	Longden Primary School
4630	Ludlow Youth Centre	Ludlow Youth Centre
1260	Lydbury North Primary School	Lydbury North Primary School
6652	Maesbury Metals	Maesbury Metals Workshop
1310	Market Drayton County Infant School	Market Drayton County Infant School
1310	Market Drayton County Infant School	Market Drayton County Infant School
1310	Market Drayton County Infant School	Market Drayton County Infant School
5760	Market Drayton Library	Market Drayton Library
5760	Market Drayton Library	Market Drayton Library
4645	Market Drayton Youth Centre	Market Drayton Youth Centre
4645	Market Drayton Youth Centre	Market Drayton Youth Centre
4645	Market Drayton Youth Centre	Market Drayton Youth Centre

SABC007	Market Hall Basement	Market Hall Basement
SABC007	Market Hall Basement	Market Hall Basement
1350	Minsterley Primary School	Minsterley Primary School
1350	Minsterley Primary School	Minsterley Primary School
4677	Monkmoor Youth Centre	Monkmoor Youth Centre
4677	Monkmoor Youth Centre	Monkmoor Youth Centre
9527	Mount Mckinley	Mount McKinley
9527	Mount Mckinley	Mount McKinley
9527	Mount Mckinley	Mount McKinley
1410	Much Wenlock Primary School	Much Wenlock Primary School
1410	Much Wenlock Primary School	Much Wenlock Primary School
SABC067	Multi Storey Car Park	Multi Storey Car Park
1520	Norbury Primary School	Norbury Primary School
6705	Oak Farm	Oak Farm
0050	Oak Tree Family Centre	Oak Tree Family Centre
5790	Oswestry Library	Oswestry Library
5790	Oswestry Library	Oswestry Library
9525B	Ptamigan Building	Ptarmigan House
9525B	Ptamigan Building	Ptarmigan House
9525B	Ptamigan Building	Ptarmigan House
1995	Radbrook Primary School	Radbrook Primary School
1995	Radbrook Primary School	Radbrook Primary School
SABC161	Rowleys House	Rowleys House
BDC074	Severn Valley Country Park	Severn Valley Country Park
9788	Shire Services	Shropshire Food Enterprise Centre
9788	Shire Services	Shropshire Food Enterprise Centre

4600	Shrewsbury Training And Development	Training & Development Centre
4600	Shrewsbury Training And Development	Training & Development Centre
5885	Shropshire Archives	Shropshire Archives
5885	Shropshire Archives	Shropshire Archives
5885a	Shropshire Youth	Shropshire Youth
5885a	Shropshire Youth	Shropshire Youth
2000	St George's Junior School	St Georges Junior School
2000	St George's Junior School	St Georges Junior School
0390	St Johns Catholic Primary School	St Johns Catholic Primary School
0390	St Johns Catholic Primary School	St Johns Catholic Primary School
0640	St Lawrence C E Primary School	St Lawrence C E Primary School
0640	St Lawrence C E Primary School	St Lawrence C E Primary School
0640	St Lawrence C E Primary School	St Lawrence C E Primary School
0400	St Leonards C E School	St Leonards C E Primary School
0400	St Leonards C E School	St Leonards C E Primary School
0400	St Leonards C E School	St Leonards C E Primary School
3500	St Martins School	St Martins Primary & Secondary School
3500	St Martins School	St Martins Primary & Secondary School
0420	St Mary's Bluecoat Primary School	St Marys Bluecoat Primary School
0420	St Mary's Bluecoat Primary School	St Marys Bluecoat Primary School
0970	St Thomas & St Annes CE Primary School	St Thomas & St Annes C E Primary School
0970	St Thomas & St Annes CE Primary School	St Thomas & St Annes C E Primary School
BDC002	Stanley Lane Depot	Canter Brook Office
BDC002	Stanley Lane Depot	Canter Brook Office
SC004	Stiperstones & Cordon Hill	Country Landscape Partnership Scheme
2100	Stiperstones C E School	Stiperstones C E School

2170	Stottesdon Primary School	Shropshire Gateway Educational Trust
2170	Stottesdon Primary School	Shropshire Gateway Educational Trust
2060	Sundorne Infant School	Sundorne Infant School
4670	Sundorne Youth Centre	Sundorne Youth Centre
4670	Sundorne Youth Centre	Sundorne Youth Centre
1805C	Sunflower House	Sure Start - Martin Wilson School
1950A	Sunflower House	Sure Start - Meole Brace School
6882E	Sunflower House	Sure Start - Richmond House
6882E	Sunflower House	Sure Start - Richmond House
4040	Sunflower House	Sure Start - Sunflower House
1580C	Sure Start Childrens Centre Services - Trinity	Sure Start - Holy Trinity C E Primary School
1580C	Sure Start Childrens Centre Services - Trinity	Sure Start - Holy Trinity C E Primary School
1367	Sure Start Childrens Centre Services - Trinity	Sure Start - Morda C E Primary School
1600C	Sure Start Childrens Centre Services - Trinity	Sure Start - Oswestry County Infant School
2853	Sure Start Childrens Centre Services - Trinity	Sure Start - St Peters C E Primary School
6028	Swanhill Yard	Countryside Service
6028	Swanhill Yard	Countryside Service
6075	The Boat House	The Boathouse Ellesmere
4651	The Centre Oswestry	The Centre Oswestry
4651	The Centre Oswestry	The Centre Oswestry
6370	The Chancery	The Chancery
3120	The Community College	Community College Bishops Castle
4510	The Gateway Education Arts Centre	The Gateway Education Arts Centre
4510	The Gateway Education Arts Centre	The Gateway Education Arts Centre
1615	The Meadows Primary School	The Meadows Primary School
1615	The Meadows Primary School	The Meadows Primary School

SABC164	The Music Hall Museum And Art Gallery	The Music Hall Museum & Art Gallery
SABC164	The Music Hall Museum And Art Gallery	The Music Hall Museum & Art Gallery
SABC163	The Old Market Hall	Old Market Hall
SABC163	The Old Market Hall	Old Market Hall
6320	The Shirehall	The Shirehall
6320	The Shirehall	The Shirehall
2075A	The Wilfred Owen School	The Wilfred Owen School
2075A	The Wilfred Owen School	The Wilfred Owen School
9309	Theatre Severn	Theatre Severn
9309	Theatre Severn	Theatre Severn
9309	Theatre Severn	Theatre Severn
9309	Theatre Severn	Theatre Severn
5790A	Tourist Information Centre	Tourist Information Centre
0930	Trinity C E Primary School	Trinity C E Primary School
0930	Trinity C E Primary School	Trinity C E Primary School
6655	Victoria Day Centre	Avalon Day Centre
6000	Whitchurch Library	Whitchurch Library
6000	Whitchurch Library	Whitchurch Library
4780	Whitchurch Youth Centre	Whitchurch Youth Centre
4780	Whitchurch Youth Centre	Whitchurch Youth Centre
2090	Woodfield Infant School	Woodfield Infant School
2090	Woodfield Infant School	Woodfield Infant School
2990	Worthen C Of E School	Worthen C E School
2990	Worthen C Of E School	Worthen C E School

Total no of properties - 118

Properties correct as at 29/10/15

ist

Site Address1	Site Address2	Site Post Town	Site Post Code
Wenlock Lodge		Church Stretton	SY6 6QQ
Wenlock Lodge		Church Stretton	SY6 6QQ
Wenlock Lodge		Church Stretton	SY6 6QQ
Newhouse Lane	Albrighton	Wolverhampton	WV7 3QS
Newhouse Lane	Albrighton	Wolverhampton	WV7 3QS
Daddlebrook Road		Bridgnorth	WV15 6JT
Daddlebrook Road		Bridgnorth	WV15 6JT
Tenbury Drive		Shrewsbury	SY2 5YB
Tenbury Drive		Shrewsbury	SY2 5YB
Londgen Road		Shrewsbury	SY3 7HS
Londgen Road		Shrewsbury	SY3 7HS
Londgen Road		Shrewsbury	SY3 7HS
Londgen Road		Shrewsbury	SY3 7HS
Alberbury		Shrewsbury	SY5 9AH
Hopton Lane		Shrewsbury	SY4 2LE
Minsterley		Shrewsbury	SY5 0AD
Church Lane		Shrewsbury	SY5 8BZ
Asterley Lane		Shrewsbury	SY5 9QU
Bicton Lane		Shrewsbury	SY3 8EH
Bicton Lane		Shrewsbury	SY3 8EH
Bicton Lane		Shrewsbury	SY3 8EH
Bitterley		Ludlow	SY8 3HF
Bitterley		Ludlow	SY8 3HF

Unit 27 Atcham Business Park	Atcham	Shrewsbury	SY4 4UG
The Crescent	Bomere Heath	Shrewsbury	SY4 3PQ
The Crescent	Bomere Heath	Shrewsbury	SY4 3PQ
The Crescent	Bomere Heath	Shrewsbury	SY4 3PQ
45 Innage Lane		Bridgnorth	WV16 4HS
Rockwell Lane		Oswestry	SY10 9QR
Rockwell Lane		Oswestry	SY10 9QR
Castle View	Arthur Street	Oswestry	SY11 1JR
Castle View	Arthur Street	Oswestry	SY11 1JR
Chirbury		Montgomery	SY15 6BN
Aton Lane	Claverley	Wolverhampton	WV5 7DX
Aton Lane	Claverley	Wolverhampton	WV5 7DX
Aton Lane	Claverley	Wolverhampton	WV5 7DX
Aton Lane	Claverley	Wolverhampton	WV5 7DX
Clunbury		Craven Arms	SY7 0HE
Greyfriars Road		Shrewsbury	SY3 7EN
Greyfriars Road		Shrewsbury	SY3 7EN
Crown House	St. Marys Street	Shrewsbury	SY1 1DS
Crown House	St. Marys Street	Shrewsbury	SY1 1DS
Condover		Shrewsbury	SY5 7AA
Condover		Shrewsbury	SY5 7AA
1 Albion Hill		Oswestry	SY11 1QA
Talbot Campus	Shakespeare Way	Whitchurch	SY13 1LJ
Crowmere Road		Shrewsbury	SY2 5JJ
Crowmere Road		Shrewsbury	SY2 5JJ
Cabin Lane		Oswestry	SY11 2LQ

Cabin Lane		Oswestry	SY11 2LQ
Fulwood House		Ellesmere	SY12 0AA
Elson Road		Ellesmere	SY12 9EU
Elson Road		Ellesmere	SY12 9EU
Walford & North Shropshire College		Oswestry	SY11 4QB
St. Martins Road	Gobowen	Oswestry	SY11 3NP
Hemsworth Way		Shrewsbury	SY1 2AH
Hemsworth Way		Shrewsbury	SY1 2AH
Grange School Campus	Worcester Road	Shrewsbury	SY1 3SW
Grange School Campus	Worcester Road	Shrewsbury	SY1 3SW
Featherbed Land		Shrewsbury	SY1 4QN
Featherbed Land		Shrewsbury	SY1 4QN
Grassmere Drive	Highley	Bridgnorth	WV16 6EH
Grassmere Drive	Highley	Bridgnorth	WV16 6EH
School Bank	Hinstock	Market Drayton	TF9 2TE
School Bank	Hinstock	Market Drayton	TF9 2TE
Shrewsbury Street		Market Drayton	TF9 3NS
Shrewsbury Street		Market Drayton	TF9 3NS
Middleton Road		Oswestry	SY11 2LF
Middleton Road		Oswestry	SY11 2LF
70 Castle Street		Shrewsbury	SY1 2EJ
John Wilkinson Primary School	Coalport Road	Broseley	TF12 5AN
John Wilkinson Primary School	Coalport Road	Broseley	TF12 5AN
Sitka Drive	Shrewsbury Business Park	Shrewsbury	SY2 6LG
School Road		Oswestry	SY10 8DF
School Road		Oswestry	SY10 8DF

Love Lane		Cleobury Mortimer	DY14 8PE
Love Lane		Cleobury Mortimer	DY14 8PE
Radbrook Complex	Radbrook House	Shrewsbury	SY3 9BL
Radbrook Complex	Radbrook House	Shrewsbury	SY3 9BL
Station Road	Albrighton	Wolverhampton	WV7 3QH
The Old School	Bridgnorth Road	Broseley	TF12 5EL
Church Street		Church Stretton	SY6 6DQ
60 High Street		Much Wenlock	TF13 6AE
Broadway		Shifnal	TF11 8AZ
Listley Street		Bridgnorth	WV16 4AW
Lythwood Road	Bayston Hill	Shrewsbury	SY3 0NA
Bogey Lane	Pontesbury	Shrewsbury	SY5 0TD
Church Street		Church Stretton	SY6 6DQ
Plealey Road	Longden	Shrewsbury	SY5 8EX
Plealey Road	Longden	Shrewsbury	SY5 8EX
Lower Galdeford		Ludlow	SY8 1RT
Lydbury North		Craven Arms	SY7 8AU
Units 21-23 Maes Y Clywd	Maesbury Road	Oswestry	SY10 8NN
Longslow Road		Market Drayton	TF9 3BA
Longslow Road		Market Drayton	TF9 3BA
Longslow Road		Market Drayton	TF9 3BA
Cheshire Street		Market Drayton	TF9 1PH
Cheshire Street		Market Drayton	TF9 1PH
Drayton Grove		Market Drayton	TF9 3AD
Drayton Grove		Market Drayton	TF9 3AD
Drayton Grove		Market Drayton	TF9 3AD

Claremont Street		Shrewsbury	SY1 1QG
Claremont Street		Shrewsbury	SY1 1QG
Plox Green Road	Minsterley	Shrewsbury	SY5 0BE
Plox Green Road	Minsterley	Shrewsbury	SY5 0BE
Upton Lane		Shrewsbury	SY2 5RR
Upton Lane		Shrewsbury	SY2 5RR
Anchorage Avenue	Shrewsbury Business Park	Shrewsbury	SY2 6FG
Anchorage Avenue	Shrewsbury Business Park	Shrewsbury	SY2 6FG
Anchorage Avenue	Shrewsbury Business Park	Shrewsbury	SY2 6FG
Racecourse Lane		Much Wenlock	TF13 6JG
Racecourse Lane		Much Wenlock	TF13 6JG
Raven Meadows		Shrewsbury	SY1 1PL
Norbury		Bishops Castle	SY9 5EA
Station Road	Ditton Priors	Bridgnorth	WV16 6SS
C/o Woodside Primary School	Gittin Street	Oswestry	SY11 1DT
Arthur Street		Oswestry	SY11 1JN
Arthur Street		Oswestry	SY11 1JN
Sitka Drive	Shrewsbury Business Park	Shrewsbury	SY2 6LG
Sitka Drive	Shrewsbury Business Park	Shrewsbury	SY2 6LG
Sitka Drive	Shrewsbury Business Park	Shrewsbury	SY2 6LG
Calverton Way		Shrewsbury	SY3 6DZ
Calverton Way		Shrewsbury	SY3 6DZ
Barker Street		Shrewsbury	SY1 1QJ
Chapel Lane	Alveley	Bridgnorth	WV15 6NN
Vanguard Way	Battlefield	Shrewsbury	SY1 3TG
Vanguard Way	Battlefield	Shrewsbury	SY1 3TG

Racecourse Crescent	Monkmoor	Shrewsbury	SY2 5BP
Racecourse Crescent	Monkmoor	Shrewsbury	SY2 5BP
1A Castle Gates		Shrewsbury	SY1 2AQ
1A Castle Gates		Shrewsbury	SY1 2AQ
1A Castle Gates		Shrewsbury	SY1 2AQ
1A Castle Gates		Shrewsbury	SY1 2AQ
Woodfield Road	Copthorne	Shrewsbury	SY3 8LU
Woodfield Road	Copthorne	Shrewsbury	SY3 8LU
Innage Gardens	Innage Lane	Bridgnorth	WV16 4HW
Innage Gardens	Innage Lane	Bridgnorth	WV16 4HW
Shrewsbury Road		Church Stretton	SY6 6EX
Shrewsbury Road		Church Stretton	SY6 6EX
Shrewsbury Road		Church Stretton	SY6 6EX
Innage Lane		Bridgnorth	WV16 4HL
Innage Lane		Bridgnorth	WV16 4HL
Innage Lane		Bridgnorth	WV16 4HL
St. Martins		Oswestry	SY10 7BD
St. Martins		Oswestry	SY10 7BD
Lodge Lane	The Grove	Bridgnorth	WV15 5EQ
Lodge Lane	The Grove	Bridgnorth	WV15 5EQ
Hanwood		Shrewsbury	SY5 8JN
Hanwood		Shrewsbury	SY5 8JN
Stanley Lane Depot	Stanley Lane	Bridgnorth	WV16 4SF
Stanley Lane Depot	Stanley Lane	Bridgnorth	WV16 4SF
3 Shepherds Yard	Chirbury	Montgomery	SY15 6BH
Snailbeach		Shrewsbury	SY5 0LZ

Stottesdon	Cleobury Mortimer	Kidderminster	DY14 8UE
Stottesdon	Cleobury Mortimer	Kidderminster	DY14 8UE
Buttercup Lodge	Cordorn Crescent	Shrewsbury	SY1 4LE
218 Sundorne Road		Shrewsbury	SY1 4RG
218 Sundorne Road		Shrewsbury	SY1 4RG
C/o Martin Wilson School Honeysuckle Lodge	New Park Road	Shrewsbury	SY1 2SP
Church Road	Meole Brace	Shrewsbury	SY3 9HG
Richmond House, Rutland	Harlescott Grange	Shrewsbury	SY1 3QG
Richmond House, Rutland	Harlescott Grange	Shrewsbury	SY1 3QG
Sunflower House	Kendal Road	Shrewsbury	SY1 4ES
C/o Holy Trinity C E Primary School	Middleton Road	Oswestry	SY11 2LF
C/o Holy Trinity C E Primary School	Middleton Road	Oswestry	SY11 2LF
C/o Morda C E Primary School	Morda	Oswestry	SY10 9NR
C/o Oswestry County Infant School	Middleton Road	Oswestry	SY11 2LF
Shrubbery Gardens	Wem	Shrewsbury	SY4 5BX
Swan Hill		Ellesmere	SY12 0DQ
Swan Hill		Ellesmere	SY12 0DQ
The Mereside		Ellesmere	SY12 0PA
Oak Street		Oswestry	SY11 1LW
Oak Street		Oswestry	SY11 1LW
Abbey Lawns	Abbey Foregate	Shrewsbury	SY2 5DE
Brampton Road		Bishops Castle	SY9 5AY
Chester Street	Chester Street	Shrewsbury	SY1 1NB
Chester Street	Chester Street	Shrewsbury	SY1 1NB
Harlech Road		Oswestry	SY11 2EA
Harlech Road		Oswestry	SY11 2EA

The Square		Shrewsbury	SY1 1LH
The Square		Shrewsbury	SY1 1LH
The Square		Shrewsbury	SY1 1LH
The Square		Shrewsbury	SY1 1LH
The Shirehall	Abbey Foregate	Shrewsbury	SY2 6ND
The Shirehall	Abbey Foregate	Shrewsbury	SY2 6ND
The Monkmoor Campus	Woodcote Way	Shrewsbury	SY2 5SH
The Monkmoor Campus	Woodcote Way	Shrewsbury	SY2 5SH
Frankwell Quay		Shrewsbury	SY3 8HQ
Frankwell Quay		Shrewsbury	SY3 8HQ
Frankwell Quay		Shrewsbury	SY3 8HQ
Frankwell Quay		Shrewsbury	SY3 8HQ
Mile End	Shrewsbury Road	Oswestry	SY11 4JA
Butt Lane	Ford	Shrewsbury	SY5 9LG
Butt Lane	Ford	Shrewsbury	SY5 9LG
Victoria Road		Oswestry	SY11 2JE
High Street		Whitchurch	SY13 1AX
High Street		Whitchurch	SY13 1AX
Bridgewater Street		Whitchurch	SY13 1QL
Bridgewater Street		Whitchurch	SY13 1QL
Woodfield Road		Shrewsbury	SY3 8LU
Woodfield Road		Shrewsbury	SY3 8LU
Worthen		Shrewsbury	SY5 9HT
Worthen		Shrewsbury	SY5 9HT

Equipment	EWCCode	Waste	Container Qty	Frequency	Mo	Tu	We
Euro 1100 LTR	150101	Cardboard	1	Fortnightly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	3	Weekly	0	0	3
Euro 1100 LTR	150106	Recyclate - Mixed	1	Fortnightly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	3	Weekly	3	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	2	Weekly	0	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	1	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	1	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	6	Fixed	6	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	6	Fortnightly	6	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	6	Fixed	6	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	6	Fortnightly	6	0	0
Euro 360 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	0
Euro 360 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	0
Euro 360 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	0
Euro 360 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	0
Euro 360 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	0
Euro 1280 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	0	2
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	1	0	0
Euro 1280 LTR	150106	Recyclate - Mixed	1	Weekly	1	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Fortnightly	0	0	0

Euro 660 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Bags recycling	150106	Recyclate - Mixed	1	On-Demand	0	0	0
Euro 660 LTR	150106	Recyclate - Mixed	1	Weekly	0	1	0
Euro 240 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	2	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	1	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	2	0
Euro 1100 LTR	150106	Recyclate - Mixed	3	Weekly	0	0	0
Euro 240 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	1	0	0
Euro 1280 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	1	0	0
Euro 660 LTR	200101	Paper - Mixed	1	Fortnightly	1	0	0
Euro 770 LTR	150106	Recyclate - Mixed	1	Fortnightly	1	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	0
Euro 1100 LTR	150101	Cardboard	1	Fortnightly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	2	0
Euro 1280 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	1	0
Euro 1100 LTR	200101	Paper - Mixed	1	Weekly	0	1	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	0
Bags trade	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	1	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	0	2
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	1	0

Euro 240 LTR	150106	Recyclate - Mixed	1	Fortnightly	0	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Every 42 days	0	1	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	2	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Quarterly	1	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	2	Weekly	0	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	1	0
Bags recycling	200101	Paper - Mixed	1	On-Demand	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	3	Weekly	0	0	3
Euro 660 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	2	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	1	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	1	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	1	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 660 LTR	150106	Recyclate - Mixed	1	Weekly	0	1	0
Euro 1280 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	0	2
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	0
Euro 240 LTR	200301	Non-Hazardous Industrial	4	Weekly	4	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	1
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	1	0	0

Euro 1100 LTR	200301	Non-Hazardous Industrial	5	Weekly	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	3	Weekly	3	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	6	Weekly	6	0	0
Euro 660 LTR	150106	Recyclate - Mixed	3	Weekly	0	3	0
Bags trade	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Bags trade	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Bags trade	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Bags trade	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Bags trade	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 360 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 360 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 360 LTR	200101	Paper - Mixed	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Fortnightly	1	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	1	0	0
Euro 330 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	3	Weekly	0	0	0
Euro 1100 LTR	200101	Paper - Mixed	1	Weekly	0	1	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	1	0
Euro 240 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	1	0
Euro 660 LTR	150106	Recyclate - Mixed	1	Weekly	0	1	0
Loose collection	150101	Cardboard	1	On-Demand	0	0	0
Bags trade	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Bags recycling	200101	Paper - Mixed	1	On-Demand	0	0	0

Euro 1100 LTR	200301	Non-Hazardous Industrial	7	Weekly	7	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Every Four Weeks	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	1	0	0
Bags trade	200301	Non-Hazardous Industrial	1	Weekly	0	1	0
Bags recycling	200101	Paper - Mixed	1	On-Demand	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 1280 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 660 LTR	150106	Recyclate - Mixed	1	Weekly	0	1	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	1
Euro 1280 LTR	200301	Non-Hazardous Industrial	2	Weekly	2	0	2
Euro 240 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	0	0
Euro 1280 LTR	150106	Recyclate - Mixed	2	Weekly	2	0	0
Euro 240 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 240 LTR	200301	Non-Hazardous Industrial	1	Weekly	1	0	0
Euro 660 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 1100 LTR	200101	Paper - Mixed	1	Weekly	0	1	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	1	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	1	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	1	0
Euro 240 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	2	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	1	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Fortnightly	0	0	0

Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	1
Euro 1100 LTR	150106	Recyclate - Mixed	1	Fortnightly	0	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	1	0
Euro 660 LTR	150106	Recyclate - Mixed	1	Fortnightly	0	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Bags recycling	200101	Paper - Mixed	1	On-Demand	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	2	0
Euro 1100 LTR	150106	Recyclate - Mixed	2	Weekly	0	2	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 660 LTR	150106	Recyclate - Mixed	1	Weekly	1	0	0
Euro 1100 LTR	150101	Cardboard	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	0	2
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 770 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 1100 LTR	150106	Recyclate - Mixed	1	Every Three Weeks	1	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	5	On-Demand	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	On-Demand	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	0	2
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	1	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	1	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	1	0	1
Euro 1100 LTR	200101	Paper - Mixed	1	Every Three Weeks	1	0	0
Euro 240 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	1

Euro 240 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	0	0
Euro 240 LTR	150106	Recyclate - Mixed	1	Weekly	1	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	1	0	0
Euro 1280 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	1	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	1	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Every Four Weeks	0	0	0
Euro 360 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 360 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Every Four Weeks	0	0	0
Euro 360 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	1	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	2	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Every Four Weeks	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	2	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	1
Bags recycling	150106	Recyclate - Mixed	1	Every Eight Weeks	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	3	Fortnightly	0	0	3
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	2	Weekly	0	0	0

Loose collection	150101	Cardboard	1	On-Demand	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	1	0
Euro 660 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	1	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	5	Weekly	5	0	5
Euro 1100 LTR	150106	Recyclate - Mixed	11	Weekly	0	11	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	3	Weekly	0	0	3
Euro 1100 LTR	150106	Recyclate - Mixed	2	Weekly	0	0	0
Euro 1100 LTR	150101	Cardboard	2	Weekly	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	2	0
Euro 1100 LTR	200101	Paper - Mixed	1	Every Four Weeks	0	0	0
Euro 660 LTR	150106	Recyclate - Mixed	3	Weekly	0	0	0
Bags trade	200301	Non-Hazardous Industrial	1	Weekly	0	0	1
Euro 1100 LTR	200301	Non-Hazardous Industrial	1	Weekly	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	1	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	2	0
Euro 240 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	1	0
Euro 660 LTR	150106	Recyclate - Mixed	1	Weekly	0	0	1
Bags trade	200301	Non-Hazardous Industrial	1	Weekly	0	1	0
Bags recycling	200101	Paper - Mixed	1	On-Demand	0	0	0
Euro 1100 LTR	200301	Non-Hazardous Industrial	2	Weekly	0	2	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Weekly	0	1	0
Euro 240 LTR	200301	Non-Hazardous Industrial	1	Fortnightly	0	0	0
Euro 1100 LTR	150106	Recyclate - Mixed	1	Fortnightly	1	0	0

Th	Fr	Sa	Su	Wk Lift Qty
0	1	0	0	0.50
0	0	0	0	3.00
0	1	0	0	0.50
0	0	0	0	3.00
2	0	0	0	2.00
0	0	0	0	1.00
0	0	0	0	1.00
0	0	0	0	1.00
0	1	0	0	1.00
0	0	0	0	3.00
0	0	0	0	3.00
0	0	0	0	3.00
0	0	0	0	3.00
0	0	0	0	3.00
1	0	0	0	0.50
1	0	0	0	0.50
1	0	0	0	0.50
1	0	0	0	0.50
1	0	0	0	0.50
0	0	0	0	2.00
0	0	0	0	1.00
0	0	0	0	1.00
0	1	0	0	0.50
0	1	0	0	0.50

0	1	0	0	0.50
0	1	0	0	1.00
0	0	0	0	0.00
0	0	0	0	1.00
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0	0	0	0	1.00
0	0	0	0	2.00
3	0	0	0	3.00
1	0	0	0	1.00
0	0	0	0	0.50
0	0	0	0	0.50
0	0	0	0	0.50
0	0	0	0	0.50
1	0	0	0	0.50
0	1	0	0	0.50
2	0	0	0	4.00
0	0	0	0	1.00
0	0	0	0	1.00
0	0	0	0	1.00
0	1	0	0	1.00
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0	0	0	0	1.00
0	0	0	0	2.00
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0	0	0	0	0.50

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3	0	0	0	3.00
0	0	0	0	1.00
0	0	0	0	1.00
0	0	0	0	0.50
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0	0	0	0	0.00
1	0	0	0	1.00
0	0	0	0	0.00

7	0	0	0	14.00
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0	0	0	0	1.00
0	0	0	0	1.00
0	0	0	0	1.00
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0	0	0	0	1.00
0	0	0	0	1.00
1	0	0	0	1.00
0	0	0	0	1.00
0	2	0	0	6.00
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1	0	0	0	1.00
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0	0	0	0	1.00
0	0	0	0	1.00
0	0	0	0	2.00
0	0	0	0	1.00
0	0	0	0	0.50
0	1	0	0	0.50

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0	1	0	0	1.00
0	0	0	0	0.00
0	0	0	0	2.00
0	0	0	0	2.00
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0	0	0	0	1.00
0	0	0	0	1.00
0	0	0	0	0.33
0	0	0	0	0.00
0	0	0	0	0.00
0	0	0	0	2.00
0	0	0	0	1.00
1	0	0	0	1.00
0	0	0	0	1.00
0	1	0	0	3.00
0	0	0	0	0.33
1	0	0	0	0.50
0	0	0	0	0.50

2	0	0	0	2.00
0	0	0	0	1.00
0	1	0	0	1.00
0	0	0	0	1.00
0	1	0	0	1.00
0	1	0	0	1.00
0	0	0	0	0.50
0	0	0	0	1.00
0	1	0	0	1.00
0	0	0	0	1.00
0	1	0	0	0.25
0	1	0	0	1.00
0	1	0	0	1.00
1	0	0	0	0.25
0	0	0	0	1.00
0	0	0	0	2.00
1	0	0	0	0.25
0	0	0	0	2.00
0	0	0	0	0.50
1	0	0	0	0.13
0	0	0	0	1.00
2	0	0	0	2.00
0	0	0	0	1.50
0	1	0	0	1.00
0	1	0	0	0.50
2	0	0	0	2.00

0	0	0	0	0.00
0	0	0	0	1.00
0	1	0	0	2.00
0	1	0	0	1.00
0	5	0	0	15.00
0	9	0	0	20.00
0	0	0	0	3.00
0	2	0	0	2.00
0	2	0	0	2.00
0	2	0	0	4.00
0	1	0	0	0.25
0	3	0	0	3.00
0	0	0	0	1.00
1	0	0	0	1.00
0	0	0	0	1.00
0	0	0	0	2.00
0	0	0	0	0.50
0	0	0	0	1.00
0	0	0	0	1.00
0	0	0	0	0.00
0	0	0	0	2.00
0	0	0	0	1.00
1	0	0	0	0.50
0	0	0	0	0.50

SHROPSHIRE COUNCIL

FACILITIES MANAGEMENT TEAM

THE PROVISION OF RECYCLING AND WASTE COLLECTION SERVICES INCLUDING THE DESTRUCTION OF CONFIDENTIAL WASTE PAPER WHERE APPLICABLE FROM SHROPSHIRE COUNCIL OWNED/RUN SITES.

SPECIFICATION

***Prepared by:
Shropshire Council
Facilities Management Team
Commercial Services
November 2015***

WASTE COLLECTION

THE PROVISION OF RECYCLING AND WASTE COLLECTION SERVICES INCLUDING THE DESTRUCTION OF CONFIDENTIAL WASTE PAPER WHERE APPLICABLE FROM SHROPSHIRE COUNCIL OWNED/RUN SITES.

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WASTE COLLECTION SPECIFICATION

1.0 GENERAL CONDITIONS

1.1 SCOPE OF CONTRACT

It is Shropshire Council's intention to award this contract to one Contractor. The contract shall comprise of the provision of recycling and residual waste collection services including destruction of confidential waste paper as and when required and where instructed from Shropshire Council owned/run properties throughout the County of Shropshire.

The fundamental objective of the contract is to provide an efficient waste management service capable of servicing Shropshire Council owned and run sites with a full recycling, residual and confidential paper destruction service (where instructed). The Council places emphasis on the waste hierarchy with waste prevention and recycling above waste treatment and disposal.

1.2 DURATION OF CONTRACT

In the first instance competitive tenders are being invited for an initial period of three years commencing 1st April 2016, thereafter the contract may be extended for a further two years subject to satisfactory performance during the contract year.

For subsequent years, annual increases only will be considered, and any annual increase imposed on the anniversary of the commencement of the contract must not exceed the percentage increase in the RPI index during the preceding 12 months (December to December). However, in any event, Shropshire Council reserves the right to negotiate with the Contractor any proposed annual increase in rates if in its opinion they are not justified.

The Council is not bound to accept the lowest or any tender for this contract and will not be responsible for any costs in relation to the preparation of this tender.

1.3 SAFETY AND WELFARE OF WORKMAN

The Contractor's attention is particularly drawn to the clause relating to the "Safety and Welfare of Workmen" in the General Conditions and Preliminaries and shall allow in his tender for the complying with the regulations stated in this contract.

1.4 IMPORTANT NOTES

- Contractors shall be responsible for visiting the site(s) to take all their own measurements and site surveys and shall make arrangements with the establishment for gaining access to the relevant areas for the purpose of obtaining all necessary particulars for the contract. No claims will be accepted by the Contractor on the grounds of insufficient of knowledge.
- The Contractor should familiarise himself with the site(s) and in particular to the problems of gaining access to the site(s). Any damage caused to any property in gaining access to the site by the Contractor or persons servicing the Contractor will be made good at the Contractor's own expense.
- The Contractor shall make good any damage caused to the premises by the Contractor or persons servicing the Contractor during the contract at the Contractor's own expense.

- The Contractor should ensure that the area(s) they have been working in are left in a clean, tidy and safe condition any concerns must be raised with the Contractor Administrator immediately
- The Contractor shall ensure that all employees working for the Contractor and any persons servicing the Contractor behave in a responsible and respectful manner to all employees of the premises or any persons attending the premises, to include the wearing of suitable and respectable clothing.
- The playing of radios or similar devices to the annoyance of or causing noise nuisance to the building users is strictly prohibited.
- This contract is being undertaken on active Council sites and as such the normal operation of any site should not be interfered with. Co-operation and liaison with the site manager about the schedule and limitations is imperative.
- Shropshire Council cannot guarantee a minimum number of properties on this contract and the Contractor shall have no claim whatsoever should the number of properties reduce for the duration of this contract.

1.5 IDENTITY PASSES

All employees and persons servicing the Contractor shall, at the Contractor's expense, be provided with identification passes which meet the minimum acceptable standards of Shropshire Council. The passes shall contain a current photograph of the recipient together with his/her name, also the name of the company by which they are employed and having an authorisation signature, provided by a senior manager/director of that company. The passes should be encapsulated for protection and be available for inspection by premises staff or representatives of the Contract Administrator, at any time while the operative is on site.

1.6 GENERAL HEALTH AND SAFETY

The sites shall be maintained as a clean area at all times free of any litter or debris. The Contractor shall ensure that all public areas and pathways are left clear and free of hazards at all times and leave the premises clean and tidy on completion of the work.

The Council is not responsible for providing suitable first aid facilities on site this is the responsibility of the Contractor.

The Contractor shall ensure that all personnel are provided with, and instructed to wear, personal protective equipment where and whenever there is a risk of injury.

If the premises management agree to provide in-house toilet facilities, the Contractor shall ensure that such facilities and access to and from them, are maintained with all due care and 'left as found'.

1.7 LEGISLATION

The Contractor's attention is drawn to the following Health, Safety and Welfare Legislation:

The Health and Safety at Work	Act 1974
Fire Precautions	Act 1971
Management of Health & Safety at Work	Regulations 1999
Construction and Design Management	Regulations 1994
Construction (Health Safety and Welfare)	Regulations 1996
Lifting Operations & Lifting Equipment	Regulations 1998
Personal Protective Equipment at Work	Regulations 1992
Construction (Head Protection)	Regulations 1989
Health and Safety (First Aid)	Regulations 1981
Control of Substances Hazardous to Health	Regulations 1999
Electricity at Work	Regulations 1989
The Fire Precautions (Workplace) (Amendment)	Regulations 1999
Reporting of Injuries, Diseases & Dangerous Occurrences	Regulations 1995
Manual Handling Operations	Regulations 1992
Provision & Use of Work Equipment	Regulations 1998
Noise at Work	Regulations 1989
Waste Management Licensing	Regulations 1994

This is not a complete list of the relevant legislation and is presented only as a guide to assist the Contractor.

1.8 SPECIFIC HEALTH AND SAFETY

The document "Construction and Building Works at Council Premises/Sites" gives specific guidance to the requirements of Shropshire Council.

1.9 RISK ASSESSMENT

The Contractor shall carry out a detailed and recorded "Risk Assessment" for the works and attach one copy to the completed tender documents when returning.

General Principle of Risk Assessment

The risk assessment will identify what measures the Contractor needs to take to comply with the requirements and prohibitions imposed on him by or under the "relevant statutory provisions". This phrase covers the general duties in the Health and Safety at Work Act etc. 1974 and more specific duties in the various Acts and Regulations (including the Management of Health and Safety at Work Regulations) 1992 associated with Health and Safety at Work.

1.10 METHOD STATEMENT

Contractors are reminded that for certain hazardous operations, they will be required to prepare a method statement for the work. It is anticipated that such statements will include, where applicable 'the sequence and method of work'.

The Council will always require a method statement for the following types of work:-

- a) demolition
- b) steel erection
- c) entry into confined spaces
- d) handling and removal of asbestos
- e) use of explosives (including cartridge tools)
- f) roof works and other overhead work
- g) contaminated sites or buildings
- h) other high risk activities may also require a Permit to Work

In many instances method statements can form the control measures required by risk assessment and the document can be accepted as such.

1.11 SPECIAL TERMS & CONDITIONS

The Council reserves the right to remove the Contractor from the contract if they deviate from the pricing schedule

The Council reserves the right to remove the Contractor from the contract for poor performance or any major breach of the specification

1.12 DATA PROTECTION

The Contractor shall in relation to the performance of his obligations under this Contract be contractually bound to the Council to act in a way which is consistent with the obligations of a public authority under the Data Protection Act 1998 and in particular the Principles of the Data Protection Act 1998.

- The British Standard for the secure destruction of confidential material (BS 8470:2006) applies to confidential information in all its forms. It requires companies to dispose of confidential information by shredding or disintegration. Confidential materials include paper records, computer hard drives and CDs/DVDs.
- Organisations must ensure that any documents containing confidential contract information must be disposed of in a manner that complies with BS 8470 when transporting, storing and destroying documents.
- The Data Protection Act 1998 introduced a requirement in October 2000 that all organisations that are contracted to provide services to the Council and that services includes processing of personal data are obliged to ensure secure storage of data.
- The Contractor shall at all time during the terms of the Contract implement appropriate technical and organisational measures acceptable by the Council to protect any personal data being accessed or processed by unlawful processing of personal data and against accidental loss or destruction of or damage to personal data held or processed by the Contractor and that the Contractor shall have taken all reasonable steps to ensure reliability of any of their staff which will have access to personal data processed as part of the contract.
- The Contractor shall act only on the Council's instructions in relation to the processing of any personal data provided to the Contractor by the Council or on behalf or by the Council's employees or former employees.
- Upon receipt of at least 7 days' notice the Contractor shall allow access to any relevant premises owned or controlled by the Contractor to inspect procedures described above and will, on the Council's request, prepare a report to the

Council as to the Contractor's current technical and organisational measures used to protect any such personal data.

- The Contractor shall consider all reasonable suggestions which the Council may put to the Contractor to ensure that the level of protection provided for personal data is in accordance with this document and make changes suggested unless the Contractor can prove to the Council reasonable satisfaction that they are not necessary to ensure on going compliance with the Contractor undertaking in the clauses stated above.

1.13 BUSINESS CONTINUITY

The Contractor is required to have considered Business Continuity arrangements and developed robust Business Continuity Plans which will minimise any effects on this contract should the Contractor's resources or operations be compromised through an unplanned event. The Contractor shall make available upon request for inspection their Business Continuity plans which, as a minimum, shall detail contingencies in the event of loss or reduced Contract Administration staff, office facilities or IT infrastructure and craft operatives and/or sub-Contractors in the event of widespread illness i.e. flu pandemic. Additional contract sensitive issues i.e. supply chain management should also be considered.

1.14 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (TUPE)

It is the Council's view that TUPE may apply to this contract in respect of those employees of the service provider for the current intruder alarm contracts. However it is the responsibility of the tendering Contractor to consider whether or not TUPE applies in this instance and seek all necessary legal advice. The tendering Contractor shall make all necessary allowances and include for financial implications within their tender for TUPE.

If TUPE does apply it shall be the Contractor's responsibility to consult with the necessary recognised trade unions and employee representatives with regard to any envisaged measures

1.15 ESSENTIAL/DESIRABLE MEMBERSHIP/REQUIREMENT

It is an essential requirement of this contract that the successful Contractor must adhere to the current Waste Management Licensing Regulations and it is the Contractor's responsibility to ensure that any amendments are adhered to throughout the duration of this contract.

It is desirable that the successful Contractor is a member of Chartered Institute of Wastes Management (CIWM), Environmental Services Association (ESA) or EU equivalent for the duration of this contract.

1.16 PERSONNEL

The successful Contractor must provide a thorough and detailed training programme, including health & safety, for each of the operatives that would be working on this contract. Evidence must also be given that continued training takes place which includes competency records along with asbestos awareness. It is the Contractor's

responsibility to ensure that their personnel continue to receive up to date training throughout the duration of the contract and document evidence of this.

Documented evidence for each staff member who attend site must be provided by the Contractor as part of this tender.

2.0 GENERAL REQUIREMENTS

2.1 PROGRAMME OF WORK

The programme shall comprise of weekly or fortnightly collections of commercial waste from Shropshire Council owned/run properties as dictated by each site. The Contractor must ensure that waste paper, metal, plastic and glass are collected separately. It is the Contractor's responsibility to ensure the prevention of harm to human health and the environment throughout the duration of this contract.

Additional collections may be required periodically. It will be the responsibility of the site to arrange these directly with the Contractor.

The Contractor must schedule collections for 20, 40 or 52 weeks as required by each property. Collections are to be at the rates stated in Section H Pricing Schedule of the Tender Response document.

2.2 STATUTORY REGULATIONS

It is the Contractor's responsibility to ensure compliance with all relevant statutory regulations relating to the collection and disposal of waste are adhered to for the duration of the contract including the EU Waste Framework Directive along with any revisions.

2.3 DISPOSAL OF WASTE

The disposal of all waste must be carried out in accordance with the current regulations and it is the Contractor's responsibility to ensure that this is adhered to for the duration of the contract along with the Contract Service Outputs as detailed below.

2.4 SCHEDULE OF PROPERTIES

Please see Appendix A which details Shropshire Council owned/run properties that are included in this contract. Please ensure that all properties are given the tendered rate without the need to opt in to the service.

2.5 UNIT COSTS

The unit costs per bin per lift are detailed in Section H, Tender Schedule of the Tender Response Document. This cost to be applied to all properties throughout Shropshire. Additional costs must not be incurred for remote properties.

Any annual increases are to be in line with 1.2 above.

Any requests for additional lifts must be at the standard price rates and should not be at an inflated rate.

2.6 PAYMENT

The contract will run for the period 1st April to 31st March each year for the duration of the contract. Payment of waste collection invoices will be paid monthly in arrears

following receipt of the relevant collection report. Invoices must be accompanied by the relevant collection report as failure to do so will result in the delay of payment.

Separate invoices must be provided per property per month. Invoices must clearly state the property number, property name and full property address details.

2.7 DELETION OF SERVICES

The Council may, during the period of the contract, wish to delete items of plant/property from the schedule of maintenance. Any such deletions shall be effected by giving one months' notice in writing and without penalty to the Council. Visits to sites by the Contractor following notification of deletion shall be at the Contractor's own expense. Any such deletion of plant/property shall lower the cost by the relevant amount.

2.8 ADDITIONAL PLANT/PROPERTIES

The Council may, during the period of the contract, wish to add items of plant/properties to the schedule of maintenance. Any such additions shall be at the cost stated in Section H, Tender Schedule of the Tender Response Document.

It is likely, although not guaranteed, that properties will be added to this contract once the contract with the previous waste collection Contractor expires or following adequate notice in writing to terminate the contract.

Any additional properties should be included on the tendered rate and should not have to opt in to this contract.

2.9 TRANSPORT

The contract shall be deemed to include all transport cost for work persons performing work within the contract including that performed as a result of separate instructions.

2.10 ACCESS TO CONTAINERS

It is the Contractor's responsibility to gain access to containers to enable the waste to be collected. The scheduled date/time should be adhered to for the duration of this contract. Any changes to the collection date/time must be agreed with the Contract Administrator or Area Facilities Officer in advance.

It is appreciated that collection date/time may change due to Public Holidays or temporary building closures.

Collections will not be needed during school holidays for school buildings that are closed unless otherwise dictated. It is the Contractor's responsibility to obtain the school holiday dates for Shropshire Council schools to ensure these are factored in to the schedule to avoid collection during these periods. These can be provided by the Contract Administrator upon request.

The Contractor will need to negotiate with schools direct to arrange a collection day/time that is convenient to the school as some schools do not have full time caretakers/cleaners in charge and access may be limited to the area where the bins are stored during school hours. No additional cost should be incurred for this.

2.11 MISSED COLLECTIONS

Any missed collections due to an error by the Contractor will not result in a charge for the Council and should be collected within 5 working days where requested.

2.12 HAZARDOUS SITUATIONS

Should a hazardous situation to the buildings occupants become apparent, the appropriate service should be isolated (where applicable) and the situation drawn immediately to the Contract Administrator's attention by telephone on Shrewsbury (01743 252895 or 01743 281073).

2.13 DISCLOSURE BARRING SERVICE (DBS)

It is desirable that the Contractor's members of staff (who attend site) are registered through the DBS and written confirmation supplied to the Council. As Contractor staff will be required to work within Shropshire Council Schools and other establishments they may be required to provide proof of their DBS checks and this should be presented to the site if requested.

2.14 TERMINATION

The Council reserves the right to remove the Contractor from this contract at its absolute discretion where there are reasonable grounds for doing so and the Council will not be liable in any way to the Contractor in such circumstances.

If the Contractor wishes to be removed from this contract during its duration six months' notice must be given in writing to The Facilities Management Team Leader, Commercial Services, Shropshire Council, The Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND

3.0 GENERAL GUIDANCE

The Contractor shall provide the Council with information to allow the Council to assess the competency of the Contractor and individual personnel carrying out the service work. This shall include as a minimum requirement the names of the specific persons who may carry out the work and a copy of their ISO 9001 certification. It shall also include details of the quality system operated by the Contractor along with their health & safety policy.

The Contractor's tender should include a method statement for the work to be undertaken.

The Contractor's insurance arrangements must comply with the tender requirements and be in force before work is allowed to commence and remain up to date for the duration of the contract. The Contractor should make copies of the policies available for approval when requested.

All work and procedures must adhere to relevant regulations, statutes and codes of practice.

The Contractor must comply with the Council's Health & Safety Policy. Failure to do so may result in immediate expulsion of Contractor personnel from the site.

Where hazardous or inflammable materials are brought onto site the Council must be notified in compliance with the 'Control of Substances Hazardous to Health Regulations, 1999'. Any hazardous waste generated during sampling (where applicable) must be removed from site by the Contractor in compliance with the 'Health and Safety at Work etc. Act 1974'.

All waste collections shall be undertaken with due care to avoid damage to the contents and fabric of the building.

The Contractor shall advise the premises manager that their waste collection staff may be taking photographs for the inclusion with waste collection report if applicable.

The Contractor is expected to exercise politeness, confidentiality and discretion whilst on site. Results of the service provided may only be divulged to the Council's representative and other persons nominated by the Council.

3.1 ESSENTIAL CRITERIA

It is a legal requirement and therefore an essential criteria for this contract that the Contractor must carry out all services in strict compliance with all relevant UK and EU legislation including any future regulations.

The Contractor must have the required licence in place for the following:

- Waste Carriers Licence
- Environmental permits/Waste Management Licences
- Waste Exemption Certificates
- Duty of Care controlled Waste Transfer Notes
- Hazardous/Special Waste Consignment Notes

It is the Contractor's responsibility to ensure that the collection and disposal of waste from all Shropshire Council properties is managed lawfully. These licences/notes shall be at the Contractors expense and no costs should be incurred by Shropshire Council.

4.0 COLLECTION PROGRAMME & SCHEDULING

The Contract Administrator may, during the period of the contract, wish to amend the method of collection reporting.

A new method of reporting **may be** required and the Contractor shall be able to provide proof of Web based reporting should it be required.

It is the Contractor's responsibility to schedule the collection and disposal of all waste ensuring the properties, the Contract Administrator and Area Facilities Officers are informed of the schedule timetable. However the Contractor must be flexible with changes in collection dates (sometimes monthly, sometimes fortnightly, sometimes several times a week depending of the season and demand for certain locations) any changes are not to incur any additional cost and are to be as per Section H Pricing Schedule of the Tender Response document.

The Contractor shall provide a list of the properties included on the schedule to the Contractor Administrator every 3 months for the duration of the contract.

4.1 COLLECTION REPORTS

An individual report to be provided and sent with the invoice for each property showing the following:

- 1) Name and address of property
- 2) Property Number

- 3) Date of collection
- 4) Equipment Type (i.e. amount of Ltr)
- 5) Type of waste
- 6) Quantity of each lift
- 7) Total quantity of property lift

It is acceptable for reports to be for a one month period for each property however individual reports must be received for each property and must accompany the relevant invoice.

The Contractor shall ensure that monthly collection reports and invoices are submitted to the Contract Administrator or Area Facilities Officer in an electronic format. However, collection reports and invoices for schools should be sent directly to the relevant named person on each site.

5.0 CONTRACT SERVICE OUTPUTS

5.1 Service Output 1: Collection of dry recycling

- 5.1.1 The Contractor shall initially be required to provide services that at least match the current service level of a site with the aim of rolling out a consistent recycling service to all sites (where appropriate) in conjunction with the Council.
- 5.1.2 Contractors must describe all aspects of the service proposed for each material type in Section H 4.1 of the Tender Response Recycling Services (page 31). This should include any material specifications and limitation on what cannot be collected.
- 5.1.3 The Contractor will not be responsible for provision and emptying of local office collection containers. All recyclables will be collected from centralised bin compounds.
- 5.1.4 When full, any central containers will be emptied and / or replaced with an equivalent empty container by the Contractor.
- 5.1.5 The Contractor should outline cost-effective solutions where by compaction or additional storage can be supplied to facilitate a reduction in the costs of this service.
- 5.1.6 All recyclable waste must be sent to a licensed re-processor and appropriate paper work must be provided to the Council to demonstrate this.

5.2 Service Output 2: Collection and disposal of residual waste

- 5.2.1 Existing service arrangements at each site is detailed in Appendix A schedule of properties. The Contractor shall initially be required to provide services that provide at least the equivalent container volume per week.
- 5.2.2 It is a condition of this contract that all containers must be on site and the service fully operational by 1st April 2016.

- 5.2.3 As part of a continual improvement strategy, the Contractor and the Council shall monitor the use of containers. At 3 month intervals, or earlier if circumstances require, the number of containers and frequency of collection at each site shall be reviewed therefore the service provision at each site may be reduced or increased as necessary to suit the type and level of waste arising.
- 5.2.4 All residual waste must be disposed of in a licensed site and appropriate paper work must be provided to the Council to demonstrate this.

5.3 Service Output 3: Collection and destruction of confidential waste paper

- 5.3.1 The Contractor must be able to demonstrate full compliance with BS EN 15713 - Code of Practice for the Secure Destruction of Confidential Materials.
- 5.3.2 A certificate of destruction must be issued to the Council upon completion for each unit/batch.
- 5.3.3 All paper should be recycled and a certificate of recycling should be issued to the Council on completion.
- 5.3.4 The Contractor shall enter into a confidentiality agreement regarding any paper work etc.
- 5.3.5 The Contractor shall collect/empty/swap confidential waste containers from each property as and when requested.

5.4 Service Output 4: Potential additional services

Collection of WEEE (Waste Electronic & Electrical Equipment)

- 5.4.1 From time to time the Council has small quantities of WEEE which will need to be collected. All WEEE must be recycled as existing regulations permit.

Additional Collections

- 5.4.2 Where excess waste has been generated or additional collections are requested the Contractor should make arrangements within 48 hours and the additional charge levied should be at the same rate as usual collections.

Skip service

- 5.4.3 The Contractor shall provide a standard price for skip / FEL container hire services. There is no estimate for the amount of work which may be required but on an ad-hoc basis individual departments will need to hire in skips.
- 5.4.4 The majority of this waste will be inert construction and demolition wastes i.e. brick/concrete/gypsum products from minor project works. As such we would expect to see proposals which can offer an opportunity for this waste to be recovered.

Collection of food waste

- 5.4.5 Many of our sites include canteens and kitchen facilities which produce significant amounts of food waste. At present there is almost no segregation of this material and it goes in the general waste to landfill (or in some premises down the sink to sewage disposal via macerator units). As part of our

commitment to sustainability we would like the Contractor to outline cost-effective proposals for the collection of source-separated food waste. Your proposal should detail operational plans to include as a minimum containment and collection frequency which can be offered and requirements for the client in terms of separation.

- 5.4.6 It is likely that, should any Council buildings wish to take any such proposal further this would be initiated as trial in one or two buildings before a full roll out. Please provide a price for collection and treatment with delivery to a suitable (ABPR compliant) facility of the Contractor's choosing.

Collection of hazardous waste

- 5.4.7 Where the Council requires hazardous waste to be removed by the Contractors it is to be accompanied by an appropriate COSHH material safety data sheet.
- 5.4.8 The discovery of any medical waste and hypodermic needles that may have been in contact with body fluids found on site must be reported to the Council who will then arrange for safe and legal disposal.

Waste Reduction

- 5.4.9 The Council is keen to reduce the amount of waste produced and would welcome additional support which Contractors may be able to provide for example provision of compost bins or support with employee awareness schemes.

6.1 Service Output 5: Waste collection procedures and containers

Procedures

- 6.1.1 All collections shall normally be made between the Council's core operating times which are 07:00hrs and 19:00hrs Monday to Friday only. The Contractor will not be required to collect waste and recycling on bank holidays as most Council buildings are closed. Where a scheduled collection falls on a bank holiday a catch up collection will be required within 24 hrs. However, should it be a requirement of the property for out of hours collection visits due to the nature of the property such local arrangements shall not involve the Council in overtime payments to their own or Contractor's staff.
- 6.1.2 The Council shall be responsible for maintaining a clean and tidy area around the bins, in particular with regard to access and egress routes such as doorways, corridors, stairs and pedestrian and traffic routes through the site.
- 6.1.3 The Contractor shall be responsible for periodically monitoring the general state of the site working area for waste management and safety purposes. Where the Contractor identifies waste that is unsuitably stored for either environmental or safety reasons, this should be documented in any exception reporting.
- 6.1.4 The Contractor is not responsible for managing waste which is not deposited in the supplied containers unless a special arrangement has been made for excess waste as part of an additional collection. Where waste is deposited around the containers this must be reported to the Contract Administrator and it is the Council's responsibility to deal with the excess waste or request an additional pick up at the agreed call out rate.

- 6.1.5 The Contractor is to take all reasonable steps to avoid accidental spillages or discharges to the surface water drainage system. The Contractor shall provide a method statement showing what steps will be taken in the event of a spillage, which must include automatic notification of the Council.

Containers

- 6.1.6 All waste receptacles shall be provided by the Contractor and they must comply with the EN 840 Standard. All containers shall remain the property of the Contractor. The Contractor shall maintain containers to a reasonable condition. The Contractor must be able to replace or repair containers as necessary without delay or disruption to the service where the need for repair or replacement is through fair wear and tear at no expense to the Council.
- 6.1.7 All containers should be appropriate for the collection environment e.g. steel bins where there is fire risk, lockable containers where there is shared access and/or a requirement. The Contractor shall leave the container sites in a clean and tidy condition after each collection. No waste is to be left on site after collection and the containers must be locked, where applicable, and returned to the point of collection.
- 6.1.8 All initial containers should be provided to each site free of charge. However, Shropshire Council will agree to pay for replacement containers where required due to damage by a Council employee or where the container has been lost/stolen. This charge to be as Section H, Tender Schedule of the Tender Response Document and must include delivery.

7.1 Service Output 6: Information management, monitoring and compliance

- 7.1.1 With the submission of each monthly (or other agreed period) invoice the Contractor shall provide (electronically) the following:
- Total Ltr of recycling by material and residual waste collected at each site/s
 - Total number of waste and recycling collections
 - Appropriate Waste Transfer Notes
 - Exceptions Report outlining any issues e.g. contamination
- 7.1.2 The Contractor must have the ability to submit electronic reporting of all weights within 7 days after the end of each calendar month (or other agreed period) along with their invoice.
- 7.1.3 It is important for the Council to have a comprehensive picture of the waste management service and to be able to demonstrate the full detail of this. As such the Council may undertake periodic audits and site visits of the later stages and final destinations of their waste. This allows the Contractor to demonstrate that steps have been taken to prevent the illegal treatment of waste.
- 7.1.4 The Contractor shall ensure that there is an auditable trail for the collection, transfer and recycling or disposal and confidential destruction of waste. This process should be mapped out in your proposal. The Contractor shall have a duty to co-operate with this process and supply any information requested by the Council.

7.1.5 Based on your current main arrangements please complete the table at Section H 4.2 of the Tender Response Document Waste Treatment Facilities (page 32).

7.1.6 The Contractor must provide the Council with copies of the following for all waste leaving the sites:

- Waste Carriers Licences
- Waste Management Licenses
- Waste Exemption Certificates
- Waste Transfer Notes
- Hazardous/Special Waste Consignment Notes

The Council should not incur any charges for the provision of these licences/certificates/notes these are to be at the Contractor's expense.

Collection Vehicles

7.1.7 The Contractor shall ensure that all vehicles used in delivery of the service are regularly serviced and safety checked daily by fully trained and certified drivers.

7.1.8 The Contractor shall be fully compliant with and operate his vehicles with due cognisance of the requirements of the Road Traffic Act 1988 (as amended) and the Road Vehicles (Construction and Use) Regulations 1986 (as amended).

7.1.9 All vehicles used in supplying the service must be fitted with audible reversing alarms; however this does not preclude the need for the Contractor to identify areas where banksman may be required to ensure the safe reversing of his vehicles.

7.1.10 The Contractor shall survey the access/egress routes to all pick up points with a view to identifying hazards (e.g. pedestrian/vehicle interfaces) and developing a safe system of work (SSW) to reduce the risk from these identified hazards. The SSW must be issued to all drivers and a copy provided to the Contract Administrator for approval.

7.1.11 All vehicles used for collection should adhere to the latest EURO Standard for atmospheric emissions.

8.1 Service Output 7: Contract Management

8.1.1 The Contractor shall provide one main point of contact as a contract manager (the "Contract Manager"). This person should have the authority to resolve problems across all sites and locations. A suitable backup contact should also be appointed by the Contractor to cover for the Contract Manager if not available through sickness or leave.

8.1.2 The Contractor shall also provide the Council with a telephone number which will be answered at all times in case of emergencies.

- 8.1.3 No premium rate telephone numbers are to be used for the duration of this contract.
- 8.1.4 The Council will nominate a Contract Administrator (the “Client”) to be the main point of contact at the Council and details for this person will be provided to the successful Contractor. The Council will also provide a different point of contact in times of absence e.g. during periods of holiday and sickness.
- 8.1.5 The Council will encourage a partnership approach to the management of the contract. As part of this, the Contract Manager and Contract Administrator shall be expected to have a formal meeting or telephone discussion at least monthly to ensure the continued success of the contract.

Please refer to the Tender Response document ensuring that all questions are fully completed within the document do not refer to attached documentation.



Tender Response Document

**IMC 189 – THE PROVISION OF RECYCLING
AND WASTE COLLECTION SERVICES
INCLUDING THE DESTRUCTION OF
CONFIDENTIAL WASTE PAPER WHERE
APPLICABLE FROM SHROPSHIRE COUNCIL
OWNED/RUN SITES.**

Name of TENDERING
ORGANISATION
(please insert)

Veolia ES (UK) Ltd

Shropshire Council Tender Response Document

Contract Description:

It is Shropshire Council's intention to award this contract to one contractor. The contract shall comprise of the provision of recycling and residual waste collection services including destruction of confidential waste paper as and when required and where instructed from Shropshire Council owned/run properties throughout the County of Shropshire.

The fundamental objective of the contract is to provide an efficient waste management service capable of servicing Shropshire Council owned and run sites with a full recycling, residual and confidential paper destruction service. The Council places emphasis on the waste hierarchy with waste prevention and recycling above waste treatment and disposal.

In the first instance competitive tenders are being invited for an initial period of three years commencing 1st April 2016, thereafter the contract may be extended for a further two years subject to satisfactory performance during the contract year.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please email: procurement@shropshire.gov.uk quoting the contract reference IMC189.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1.a All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested a **copy must** accompany the electronic **copy** of your Tender Response Document.
5. **Please fully complete each question within this Tender Response document, do not refer to attached documentation.**

Contents

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A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
You must sign all 4 certificates in sections A1 to A4		
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Award Criteria

Tenderers will be evaluated on the answers they provide in this 'Tender Response Document'. The following criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria Pass/Fail Questions (Sections B1-5 and Section C 3.3 & 3.5)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Information	
Section B question 1	Selection information	For information only
Section B question 2	Grounds for Mandatory Exclusion	Pass/Fail
Section B question 3	Grounds for discretionary Exclusion	Pass/fail
Section B question 4	Economic & Financial Standing	Pass/Fail
Section B question 5	Technical and Professional Ability	Pass/Fail
Section B question 5.4	CHAS Accreditation (Mandatory requirement)	Pass/fail
Section C question 3.3	Required Licenses (Mandatory requirement)	Pass/fail

In relation to discretionary exclusion grounds (Section B questions 3, 4, 5):-

Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (400 marks)		
Section C / Q 1	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section C / Q 2	Service Delivery & Methodology	33.5% / 335 max marks
Section C / Q 3	Implementation and Contract Organisational Structure	15.5% / 155 max marks
Section C / Q 4	Methodology for Recycling & Waste Management	5% / 50 max marks
Section H / Q 5	Quality Assurance	6% / 60 max marks
Total for quality		60% / 600 max marks

Please note that the weightings and marks attached to individual questions are shown in Section C against each question

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest initial mark overall for Quality will receive the full 60% available for quality (600 marks). Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest initial mark for quality.

Price Evaluation and scoring

Section C Question 1.1 Price per lift (300 marks)

Each price per lift for each material will be added together to give a total basket price for each material. The following weightings will be applied to the total basket price for each material:

Dry Mixed Recyclables = 1.

Office Paper Recycling = 1

Residual Waste = 2

Confidential Waste Paper Recycling = 2

The total overall basket price will be calculated by adding together the total basket price for each material as calculated above applying the weightings shown. The total overall basket price will then be used to allocate marks.

The most competitively priced tender will receive the maximum percentage of marks for price being 30% and 300 marks. Less competitive tenders will receive a % that represents the difference in cost between that tender and the most competitively priced tender.

Section C Question 1.2 Bin Prices (50 Marks)

Each price for each size of bin will be added together to give a total basket price. The total basket price will then be used to allocate the marks.

The most competitively priced tender will receive the maximum percentage of marks for price being 5% and 50 marks. Less competitive tenders will receive a % that represents the difference in cost between that tender and the most competitively priced tender.

Section C Question 1.3 Skip Hire Prices (50 marks)

Each hire price for each size of skip will be added together to give a total basket price. The total basket price will then be used to allocate the marks.

The most competitively priced tender will receive the maximum percentage of marks for price being 5% and 50 marks. Less competitive tenders will receive a % that represents the difference in cost between that tender and the most competitively priced tender.

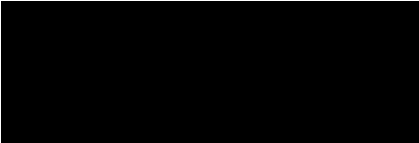

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the provision of recycling and waste collection services including the destruction of confidential waste paper where applicable from Shropshire Council owned/run sites.

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of recycling and waste collection services including the destruction of confidential waste paper at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name 

Date 6th January, 2016

Designation Regional Director

Company Veolia ES (UK) Ltd

Address Kingwood House, Kingswood Crescent, Cannock, Staffordshire

Post Code WS11 8JP

Tel No 0203 567 2059

Fax No 0203 567 2041

E-mail address vesbidteam.vesuk@veolia.com

Web address: www.veolia.co.uk

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

We hereby certify that we have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by us or acting on our behalf has done any such act.

We further hereby undertake that we will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by us or acting on our behalf will do any such act.

Signed (1)

Status Regional Director

Signed (2)

Status Director

(For and on behalf of: Veolia ES (UK) Ltd

Date 6th January, 2016

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

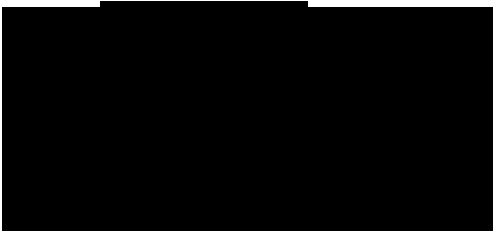
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

We certify that this is a bona fide Tender, intended to be competitive and that we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

We also certify that we have not done and undertake that we will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Sign



Status Regional Director

Sign

Status Director

(For and on behalf of: Veolia ES (UK) Ltd

Date 6th January, 2016

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

No

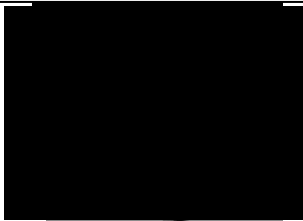
If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)



Status Regional Director

Signed (2)

Status Director

(For and on behalf of: Veolia ES (UK) Ltd

Date 6th January, 2016

SECTION B – Selection Information

1. Potential supplier Information

Please answer the following questions in full:

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the Tender. (For a group of economic operators this will be the name of the lead contact)	Veolia ES (UK) Ltd
1.1(b)	Registered office address (if applicable)	210, Pentonville Road, London. N1 9JY
1.1(c) - (i)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) other	(b) Limited Company
1.1(c) - (ii)	If you responded f) (other) to 1.1(c) - (i) please specify, in the following text field, your trading status	N/A
1.1(d)	Date of registration in country of establishment	26/04/1990
1.1(e)	Company registration number (if applicable)	2481991
1.1(f)	Charity registration number (if applicable)	N/A
1.1(g)	Head office DUNS number	██████████
1.1(h)	Registered VAT number	██████████
1.1(i) - (i)	If applicable, is your business registered with the appropriate professional or trade register(s) in the member state where it is established (as set out in schedule 5 of the regulations) under the conditions laid down by that member state?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	Veolia ES (UK) Ltd 2481991
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	[REDACTED]
1.1(k)	Trading name(s) that will be used if successful in this procurement.	Veolia ES (UK) Ltd
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	None
1.1(m)	Are you a Small or Medium Enterprise (SME) ¹ ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.1(n)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (Please enter N/A if not applicable)	Veolia ES (UK) PLC 210, Pentonville Road, London. N1 9JY [REDACTED] [REDACTED]
1.1(o)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (Please enter N/A if not applicable)	Veolia Environnement 36-38 Avenue, Kleber, Paris 403210032

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

Please provide the following information about your approach to this procurement:

Section 1		Bidding model			
Question number	Question	Response			
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide details listed in questions 1.2(a) - (ii) to 1.2(a) - (iv) and read Note 1 below			
1.2(a) - (ii)	Name of group of economic operators (if applicable)	N/A			
1.2(a) – (iii)	Proposed legal structure if the group of economic operators intends to form a single legal entity prior to signing a contract, if awarded.	N/A			
1.2(a) - (iv)	If you responded yes to 1.2(a) - (i), please provide additional details for each member in following table:				
	Name	N/A			
	Registered address				
	Trading status				
	Company registration number				
	Head Office DUNS number				
	Registered VAT number				
	Type of organisation				
	SME (Yes/No)				
	The role each sub-contractor will take in providing the goods and /or services e.g. key deliverables				
	The approximate % of contractual obligations assigned to each sub-contractor				
	Note 1 If you are bidding as a lead contact, you must answer the remaining questions in this PQQ (and provide any evidence requested) in respect of each member of the group of economic operators, unless the question specifically directs otherwise (enter N/A in the first table cell if not applicable).				

1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1.2(b) - (ii)	If you responded yes to 1.2(b) - (i), please provide additional details for each sub-contractor in following table:	
<p>Note 2</p> <p>If you or, if applicable, the group of economic operators are proposing to use sub-contractors, you must answer the remaining questions in this PQQ (and provide any evidence requested) in respect of your organisation and, if applicable, the group of economic operators and each of the proposed sub-contractors, unless the question specifically directs otherwise (enter N/A in the first table cell if not applicable).</p>		

Contact details

Section 1		Contact details
Question number	Question	Response
1.3(a)	Contact name	[REDACTED]
1.3(b)	Name of organisation	Veolia ES (UK) Ltd
1.3(c)	Role in organisation	Regional Account Manager - Midlands
1.3(d)	Phone number	[REDACTED]
1.3(e)	E-mail address	vesbidteam.vesuk@veolia.com
1.3(f)	Postal address	Kingswood House, Kingswood Crescent, Cannock. Staffordshire, WS11 8JP
1.3(g)	Signature	[REDACTED]
1.3(h)	Date	22 nd December, 2015

2. Grounds for mandatory exclusion

If you answer yes to any of the questions in section 2.1, you are required to provide evidence of ‘self-cleaning’ (see regulation 57 (13 to 17) of the regulations) against the relevant conviction. The answer should also name the organisation or member being referred to.

If you answer yes to question 2.2(a) on the non-payment of taxes or social security contributions, please provide further details of this in question 2.2(b). Please also confirm whether you believe there to be any overriding reasons for non-payment and confirm either the amount unpaid, or provide details of whether you have made arrangements to pay and by what date. You may also contact the authority for advice before completing these two questions.

Section 2		Grounds for mandatory exclusion
Question number	Question	Response
2.1	Regulations 57(1) and (2) Within the past five years for your organisation and/or any of your or the group of economic operators’ proposed sub-contractors and/or members of your group of economic operators, has the organisation, directors or partners or any other person who has powers of representation, decision or control been convicted of any of the following offences;	
2.1(a)	conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

	Decision 2008/841/JHA on the fight against organised crime;	
2.1(b)	corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(c)	the common law offence of bribery;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(d)	bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(e)	any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:	
2.1(e) - (i)	the common law offence of cheating the Revenue;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(e) - (ii)	the common law offence of conspiracy to defraud;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(e) - (iii)	fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(e) - (iv)	fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(e) - (v)	fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(e) - (vi)	an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(e) - (vii)	destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

2.1(e) - (viii)	19 of the Theft Act (Northern Ireland) 1969;	
2.1(e) - (ix)	fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(f)	any offence listed:	
2.1(f) - (i)	in section 41 of the Counter Terrorism Act 2008;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(f) - (ii)	in schedule 2 to that Act where the court has determined that there is a terrorist connection;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(g)	any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(h)	money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(i)	an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(j)	an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(k)	an offence under section 59A of the Sexual Offences Act 2003;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(l)	an offence under section 71 of the Coroners and Justice Act 2009;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(m)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(n)	any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

2.1 (o)	any other offence within the meaning of Article 57(1) of the Directive created after 26 th February 2015 in England, Wales or Northern Ireland	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.1(p)	an offence under section 2 or section 4 of the Modern Slavery Act 2015	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.2(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation and/or any of your or the group of economic operators' proposed sub-contractors and/or members of your group of economic operators, by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.2(b)	<p>If you have answered yes to question 2.2(a), please provide further details. Please also confirm whether you and/or any of your or the group of economic operators' proposed sub-contractors and/or members of your group of economic operators have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p>	N/A

- 3.
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3. Grounds for discretionary exclusion

If you answer yes to any of the questions in this section, you are required to provide evidence of 'self-cleaning' (see regulation 57 (13) to (17) of the regulations) against the relevant conviction. The answer should also name the organisation or member being referred to.

Section 3		Grounds for discretionary exclusion – Part 1	
Question number	Question	Response	
3.1	Regulation 57 (8) Within the past three years, please indicate if anywhere in the world any of the following situations have applied, or currently apply, to your organisation and/or any of your or the group of economic operators' proposed sub-contractors and/or members of your group of economic operators:		
3.1(a)	An organisation has violated applicable obligations referred to in regulation 56(2) in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive as amended from time to time;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3.1(a)-(i)	An organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3.1(a)-(ii)	An organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3.1(a)-(iii)	An organisation has been in breach of the National Minimum Wage Act 1998;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3.1(a)-(iiii)	Can you confirm that your organisation and, if applicable, all members of the group of economic operators are compliant with section 54 of the Modern Slavery Act 2015 (http://www.legislation.gov.uk/ukpga/2015/30/section/54/enacted), or that section 54 does not apply?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

3.1(b)	An organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.1(c)	An organisation is guilty of grave professional misconduct, which renders its integrity questionable;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.1(d)	An organisation has entered into agreements with other economic operators aimed at distorting competition;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.1(e)	An organisation has a conflict of interest within the meaning of regulation 24 that cannot be effectively remedied by other, less intrusive, measures;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.1(f)	The prior involvement of an organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.1(g)	An organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.1(h)	An organisation has:	
3.1(h) - (i)	Been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.1(h) - (ii)	Withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

3.1(i)	An organisation has undertaken to:	
3.1(i) - (aa)	Unduly influence the decision-making process of the contracting authority;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.1(i) - (bb)	Obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.1(j)	An organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Self-cleaning - regulation 57 (13 to 17)

If you answer 'yes' to a question in sections 2 and/or 3 of this PQQ you should provide sufficient evidence, in a separate appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently, and effectively "self-cleans" the situation referred to in that question.

You are required to demonstrate you have taken such remedial action, to the satisfaction of the authority in each case. In order for the evidence referred to above to be sufficient, you shall, as a minimum, prove that you have;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

If such evidence is considered by the authority (whose decision will be final) as sufficient, you shall be allowed to continue in the procurement process. If you cannot provide evidence of 'self-cleaning' which is acceptable to the authority, you will be excluded from further participation in this procurement.

The measures taken shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the authority to be insufficient, you shall be given a statement of the reasons for that decision.

In relation to question 3.3, please also confirm whether you believe there to be any overriding reasons for non-payment and confirm either the amount unpaid, or provide details of whether you have made arrangements to pay and by what date. You may also contact the authority for advice before completing these questions

4. Economic and financial standing

Section 4	Economic and financial standing	
Question number	Question	Response
4.1	Please indicate that you, and if applicable, all other members of your group of economic operators, can provide one of the following to demonstrate your economic/financial standing;	
4.1(a)	An audited copy of your accounts for the two most recent financial years	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.1(b)	<p>If you cannot provide the evidence requested at 4.1(a)</p> <p>A statement of the turnover, profit & loss account, balance sheet, and cash flow for the most recent year of trading</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
4.1(c)	<p>If you cannot provide the evidence requested at 4.1(a) or (b)</p> <p>A statement of the cash flow forecast for the current year, and a bank letter outlining the current cash and credit facility position</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
4.1(d)	<p>If you cannot provide the evidence requested at 4.1(a), (b) or (c)</p> <p>Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status)</p>	<p>N/A</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
4.2	Where the authority has specified a minimum level of economic and financial standing and/or a minimum financial threshold (e.g. a contract value to company turnover ratio) within the evaluation criteria for this PQQ, please self-certify by answering 'Yes' or 'No' that you, or if applicable, the group of economic operators, meet the requirements set out here.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4.3(a)	Are you, or if applicable, a member of your group of economic operators, part of a wider group e.g. a subsidiary of a parent/holding company?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide below: Name of the parent/holding company or group Veolia ES (UK) PLC Relationship to the economic operator(s) completing the PQQ Ultimate Parent Company
4.3(b)	Is the parent/holding company or group stated at 4.3(a) willing to provide two years of audited financial accounts prior to contract award stage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, you will be contacted to provide the relevant financial accounts if and when these are required by the authority.
4.3(c)	Is the parent/holding company or group stated at 4.3(a) willing to provide a financial guarantee prior to contract award stage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, you will be contacted to provide the relevant financial guarantee if and when this is required by the authority.
4.3(d)	If you have answered no to question 4(c), would you be able to obtain a financial guarantee from elsewhere (e.g. from a bank/insurance company) prior to contract award stage?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide details in an Appendix of the alternative source.

Section 5 - Technical and professional ability

Section 5 Technical and professional ability – Part 1			
<p>Please provide details of up to <u>three</u> contracts, from the public or private sector, to demonstrate that you have the necessary technical and professional resources and experience to perform the contract to the required standard. These should be comparable examples where similar requirements to those sought under this procurement have been performed.</p> <p>Contracts should have been performed during the past <u>three</u> years (works contracts may be from the past five years). VCSEs may include samples of grant funded work. The named customer contact must be able to confirm with written evidence to the authority the accuracy of the information provided below.</p> <p>Bids submitted by lead contact should provide relevant examples where one or more of the members of their group of economic operators has/have delivered similar requirements. If this is not possible (e.g. you are bidding as a single entity potential supplier, which has already been legally formed by a group of companies for a special purpose connected with this procurement), then three separate examples should be provided from among the shareholding companies of the potential supplier (three examples are not required from each shareholding company).</p> <p>Bids submitted by a potential supplier proposing to use sub-contractors should provide relevant examples where one or more of the principal sub-contractors has/ have delivered similar requirements (three examples are not required from each sub-contractor).</p>			
Contract specifics	5.1(a) Contract 1	5.1(b) Contract 2	5.1(c) Contract 3
Name of customer organisation	[REDACTED]	[REDACTED]	[REDACTED]
Name of the organisation which signed the contract with the customer organisation	[REDACTED]	[REDACTED]	[REDACTED]
Point of contact in customer organisation	[REDACTED]	[REDACTED]	[REDACTED]
Position in the organisation	[REDACTED]	[REDACTED]	[REDACTED]
E-mail address	[REDACTED]	[REDACTED]	[REDACTED]
Contract start date	[REDACTED]	[REDACTED]	[REDACTED]
Contract completion date	[REDACTED]	[REDACTED]	[REDACTED]
Estimated Contract Value	[REDACTED]	[REDACTED]	[REDACTED]
Please describe the contract and how its performance	[REDACTED]	[REDACTED]	[REDACTED]

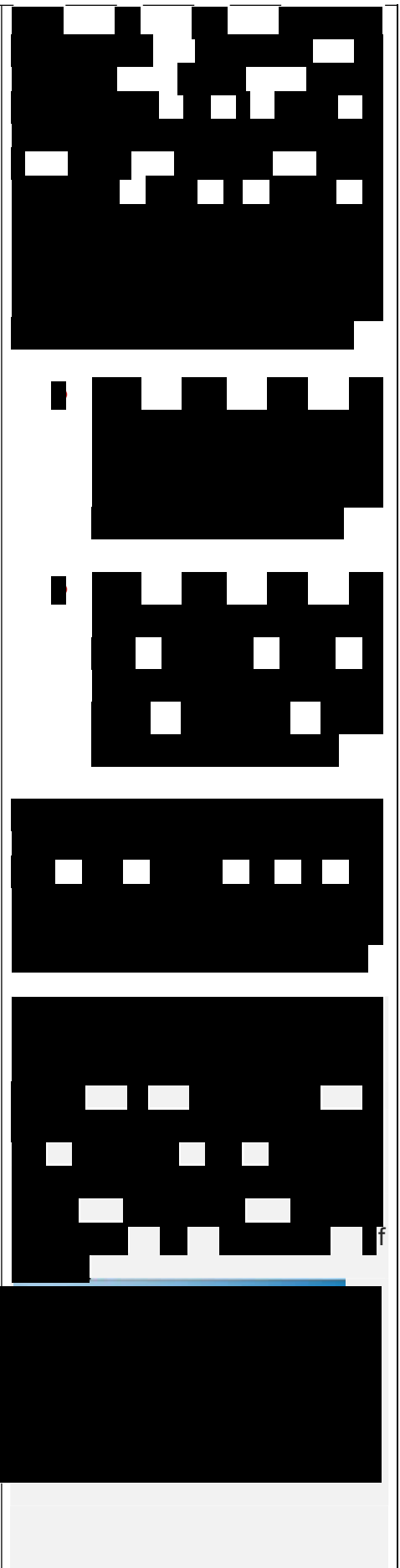
<p>demonstrates the technical capabilities needed to perform the requirements for this contract.</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
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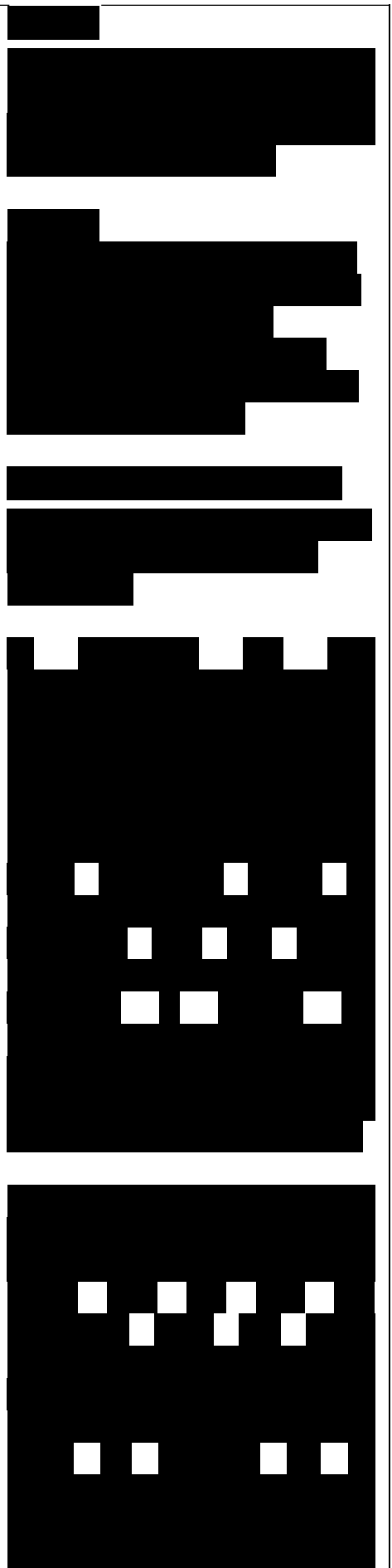
	[REDACTED]		
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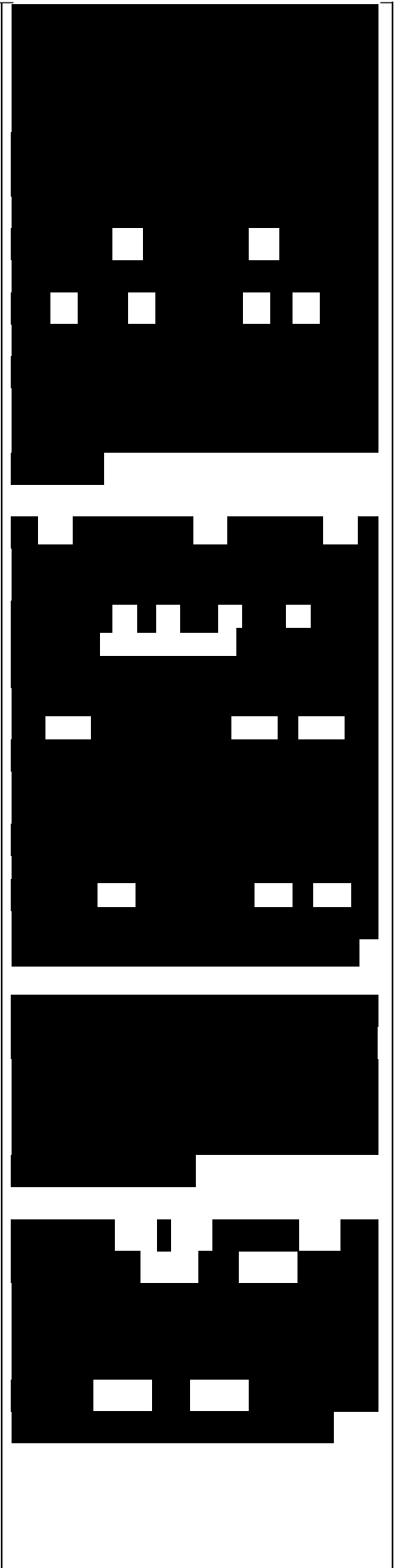
Contract examples must:

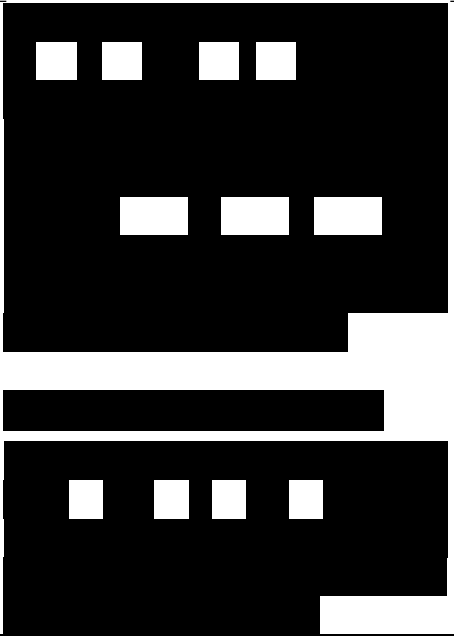
- Have been performed over, and at the most within, the last three years prior to the publication of the OJEU Notice to be valid and can be from the public or private sector; and
- Confirm that where customer contacts are provided, customer contacts have been made aware that they may be contacted by the authority, to verify the accuracy of the information provided at any time. The authority may exclude potential suppliers that do not provide full and accurate information. Customer contacts must not be employed by your organisation or be from within your associated group of companies.
- Examples of call-off contracts awarded under framework agreements will be considered valid, but citing a framework agreement that you have been awarded will not be considered to be a valid contract example.

Section 5	Technical and professional ability – Part 2	
Please complete the following project-specific questions to demonstrate that you have the necessary technical and professional resources and experience to perform the contract to the required standard.		
Question number	Question	Response
5.2	Where you intend to subcontract a proportion of the contract, please explain how you will ensure that you maintain healthy supply chains with your subcontractors. Evidence could include, but is not limited to, details of your supply chain management and tracking systems to ensure performance of the contract, or membership of the UK Prompt Payment Code (or equivalent schemes in other countries);	<div style="background-color: black; color: white; padding: 5px; margin-bottom: 10px;">[REDACTED]</div> <div style="background-color: black; color: white; padding: 5px; margin-bottom: 10px;">[REDACTED]</div> <div style="background-color: black; color: white; padding: 5px;">[REDACTED]</div>

		
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		 <p>The rightmost column of the table contains four distinct blocks of redacted text. Each block is a solid black rectangle with a few white characters visible, likely remnants of a logo or specific text. The first block has two rows of characters, the second has three rows, the third has two rows, and the fourth has two rows. The redaction covers the majority of the text in each block.</p>
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<p>5.3</p>	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed</p>	<p>Yes</p> <p><input checked="" type="checkbox"/></p>
<p>5.4</p>	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p> <p><u><i>This is an essential requirement</i></u></p>	<p>Yes</p>


Section C: Tender Schedule

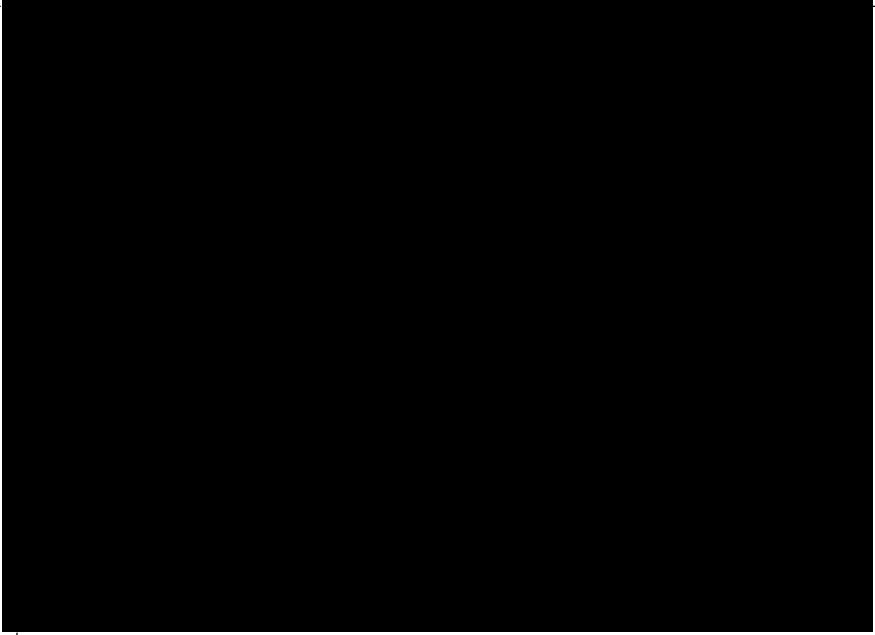

1.	Pricing Schedule																																	
1.1	<p>Prices need to be held for 12 months. Any proposed increases should not exceed the percentage increase in the Retail Price Index (RPI)</p> <p>The service will be required from additional locations/sites during the scope of the agreement. Where this is the case the Contractor is expected to do so at the agreed contract prices outlined below</p> <p>Please provide your costs in the table below (<i>you must for tender comparison purposes and for use under the contract provide a price for all of the items below</i>) :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Material</th> <th style="width: 20%;">PRICE PER LIFT (240 L wheeled bin)</th> <th style="width: 20%;">PRICE PER LIFT (660 L wheeled bin)</th> <th style="width: 20%;">PRICE PER LIFT (1100 L bin)</th> <th style="width: 15%;">Total Basket Price per material</th> </tr> </thead> <tbody> <tr> <td>Dry mixed Recycling</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> </tr> <tr> <td>Office paper recycling</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> </tr> <tr> <td>Residual waste</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> </tr> <tr> <td>Confidential waste paper recycling</td> <td style="text-align: center;">████████████████████</td> <td style="text-align: center;">████████████████████</td> <td style="text-align: center;">████████████████████</td> <td style="text-align: center;">██████</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center;">Total Overall Basket Price</td> <td style="text-align: center;">██████</td> </tr> </tbody> </table> <p><i>This question is worth up to a maximum of 300 marks</i></p>				Material	PRICE PER LIFT (240 L wheeled bin)	PRICE PER LIFT (660 L wheeled bin)	PRICE PER LIFT (1100 L bin)	Total Basket Price per material	Dry mixed Recycling	██████	██████	██████	██████	Office paper recycling	██████	██████	██████	██████	Residual waste	██████	██████	██████	██████	Confidential waste paper recycling	████████████████████	████████████████████	████████████████████	██████				Total Overall Basket Price	██████
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1.2	<p>Please provide the cost for replacement containers as a result of them being lost/stolen {to include delivery to site}:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 25%;">240 L wheeled bin</td> <td style="text-align: center;">██████</td> </tr> <tr> <td>660 L wheeled bin</td> <td style="text-align: center;">████████</td> </tr> <tr> <td>1100 L wheeled bin</td> <td style="text-align: center;">████████</td> </tr> </tbody> </table> <p><i>This question is worth up to a maximum of 50 marks</i></p>				240 L wheeled bin	██████	660 L wheeled bin	████████	1100 L wheeled bin	████████																								
240 L wheeled bin	██████																																	
660 L wheeled bin	████████																																	
1100 L wheeled bin	████████																																	

1.3	<p>Please provide the cost to hire the following skips for non-hazardous general waste (<i>cost to be based on per day</i>):</p> <table border="1" data-bbox="264 405 722 813"><tr><td data-bbox="264 405 475 539">Small</td><td data-bbox="475 405 722 539">[REDACTED]</td></tr><tr><td data-bbox="264 539 475 674">Medium</td><td data-bbox="475 539 722 674">[REDACTED]</td></tr><tr><td data-bbox="264 674 475 813">Large</td><td data-bbox="475 674 722 813">[REDACTED]</td></tr></table> <p><i>This question is worth up to a maximum of 50 marks</i></p> <p><i>NOTE: 1.1, 1.2 & 1.3 above to be all-inclusive no additional costs should be incurred for rental, collection, disposal costs, transport etc</i></p>	Small	[REDACTED]	Medium	[REDACTED]	Large	[REDACTED]
Small	[REDACTED]						
Medium	[REDACTED]						
Large	[REDACTED]						
1.4	<p>Please include with your pricing any additional costs which would be included in your service. <i>{Please complete this section in full do not refer to attached documentation}</i></p> <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]						

	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

	
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2.0 Service Delivery & Methodology		
2.1	<p>Please supply a detailed response as to how you would provide the service for each service output listed below</p> <p>Service Output 1: Collection of dry recycling <i>{Please complete this section in full do not refer to attached documentation}</i></p> 	<p>75 marks (weighting of 7.5)</p>

[REDACTED]



[REDACTED]






[REDACTED]



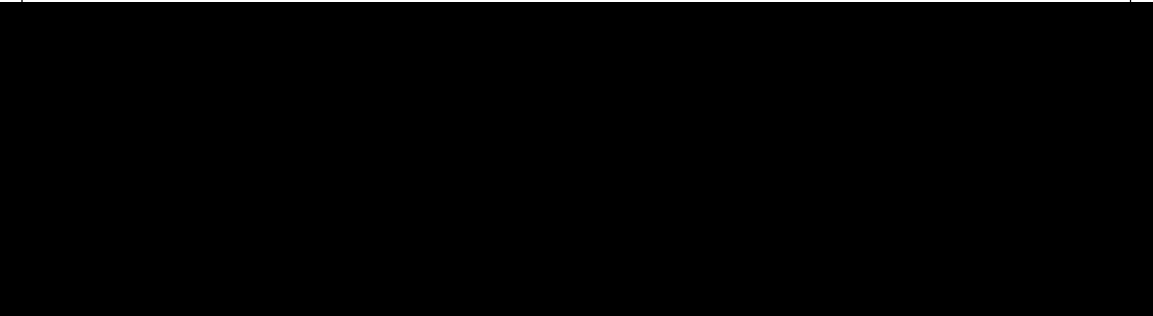





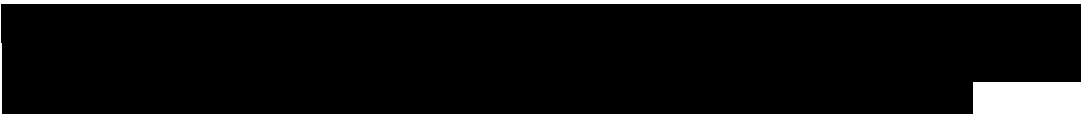
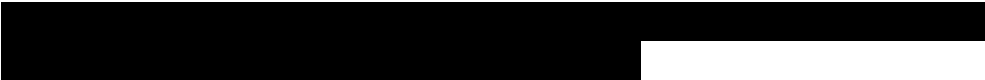


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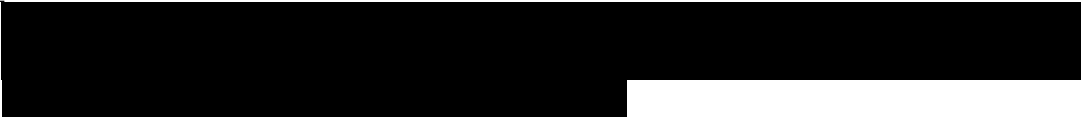


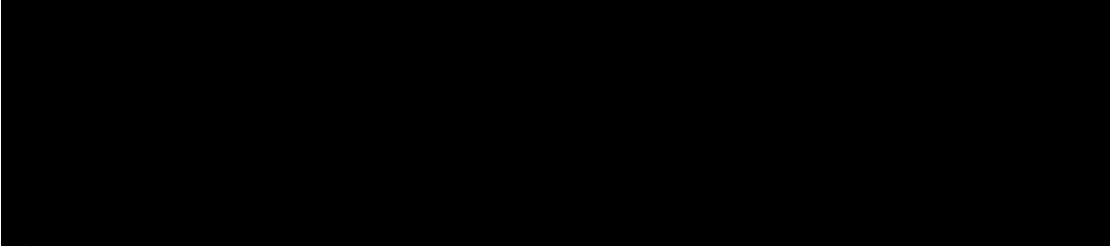
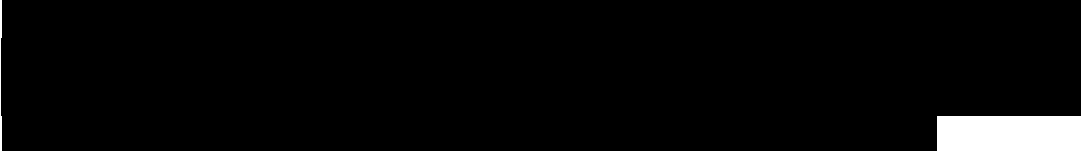



[REDACTED]

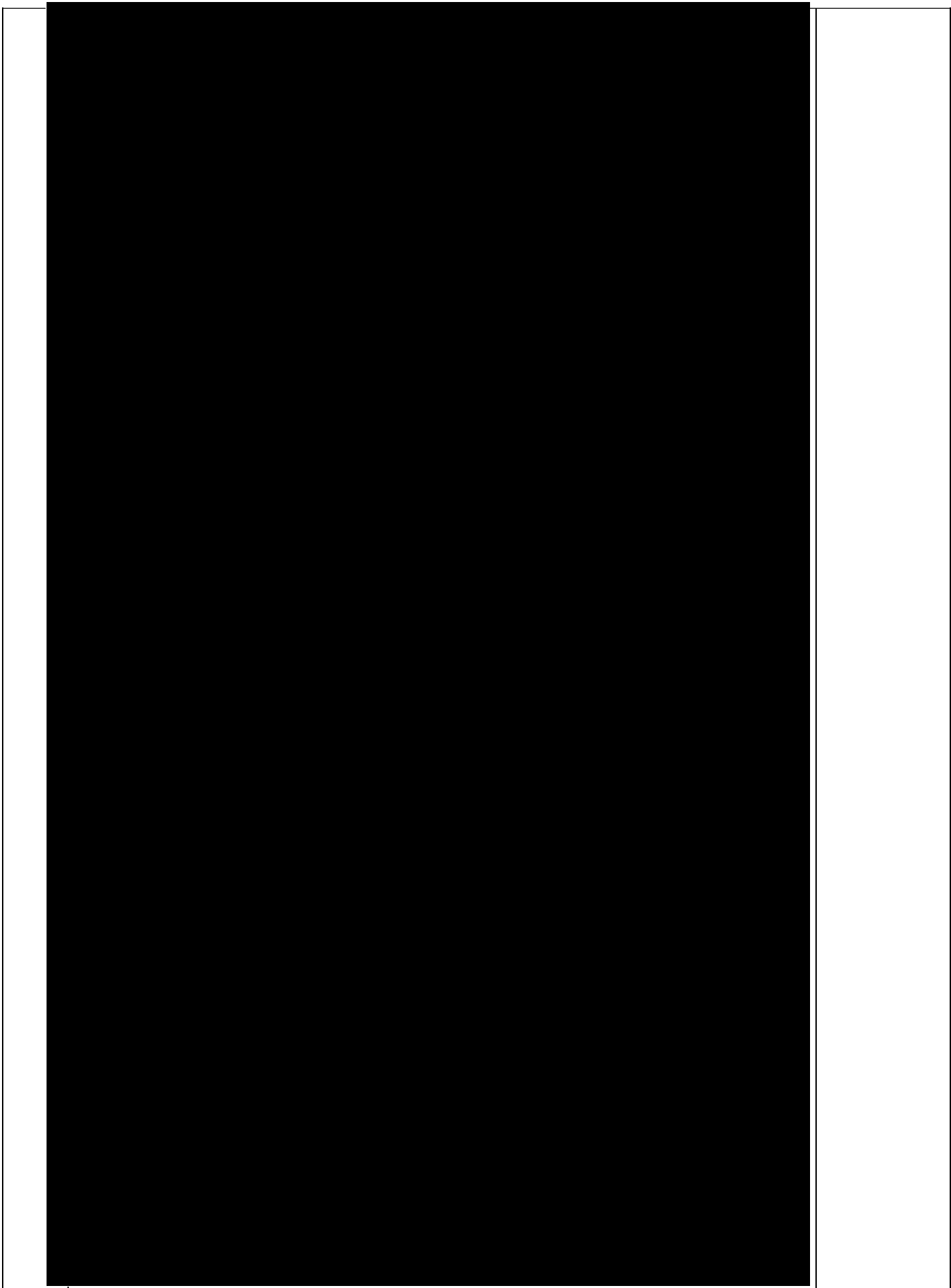
	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">■ [Redacted]■ [Redacted]■ [Redacted]■ [Redacted]■ [Redacted]■ [Redacted]■ [Redacted]■ [Redacted]■ [Redacted]■ [Redacted] <p>[Redacted]</p> <ul style="list-style-type: none">■ [Redacted]■ [Redacted]■ [Redacted] <p>[Redacted]</p>	
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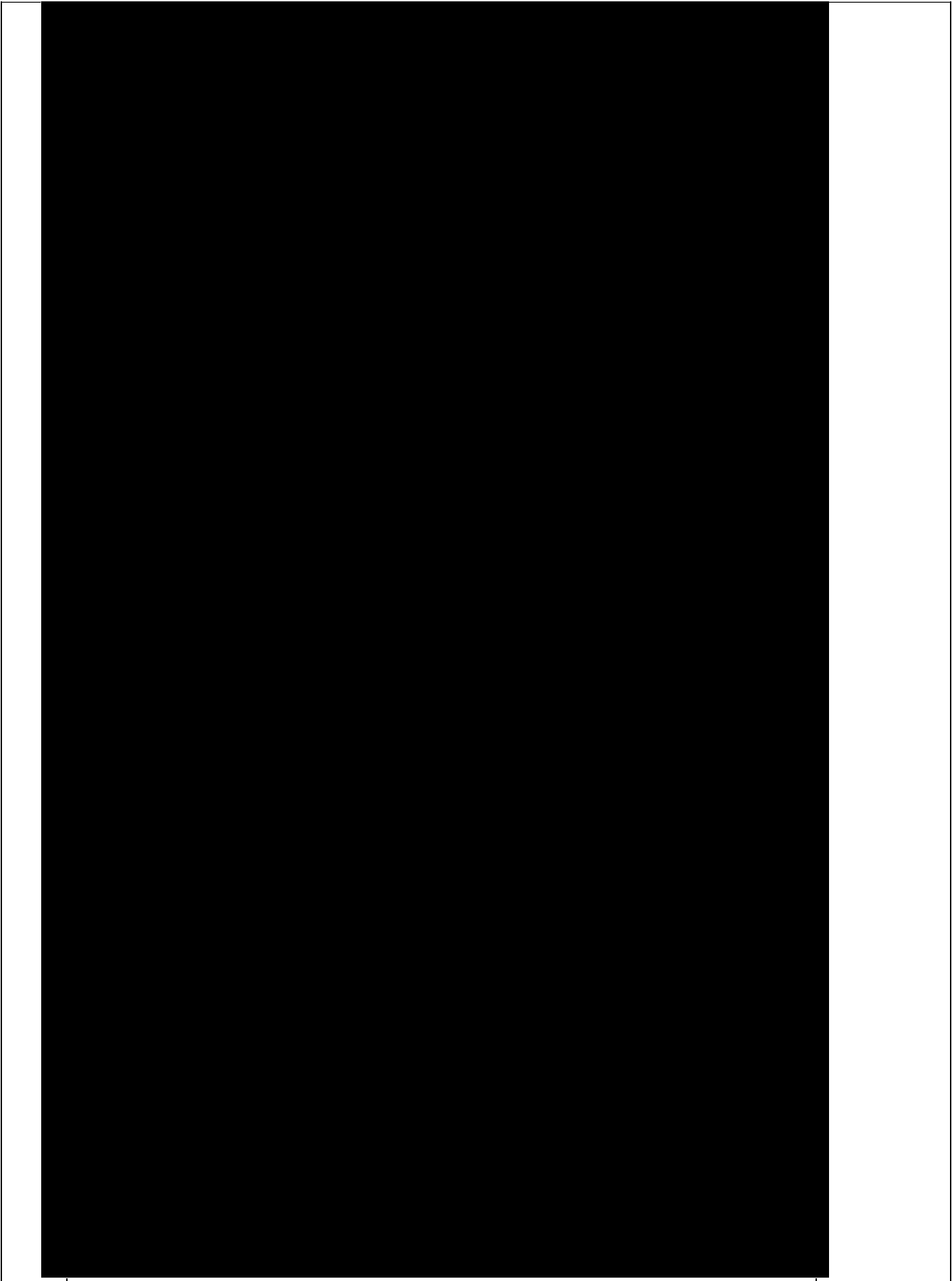
		
2.2	<p>Service Output 2: Collection and disposal of residual waste <i>{Please complete this section in full do not refer to attached documentation}</i></p> 	40 marks (weighting of 4)

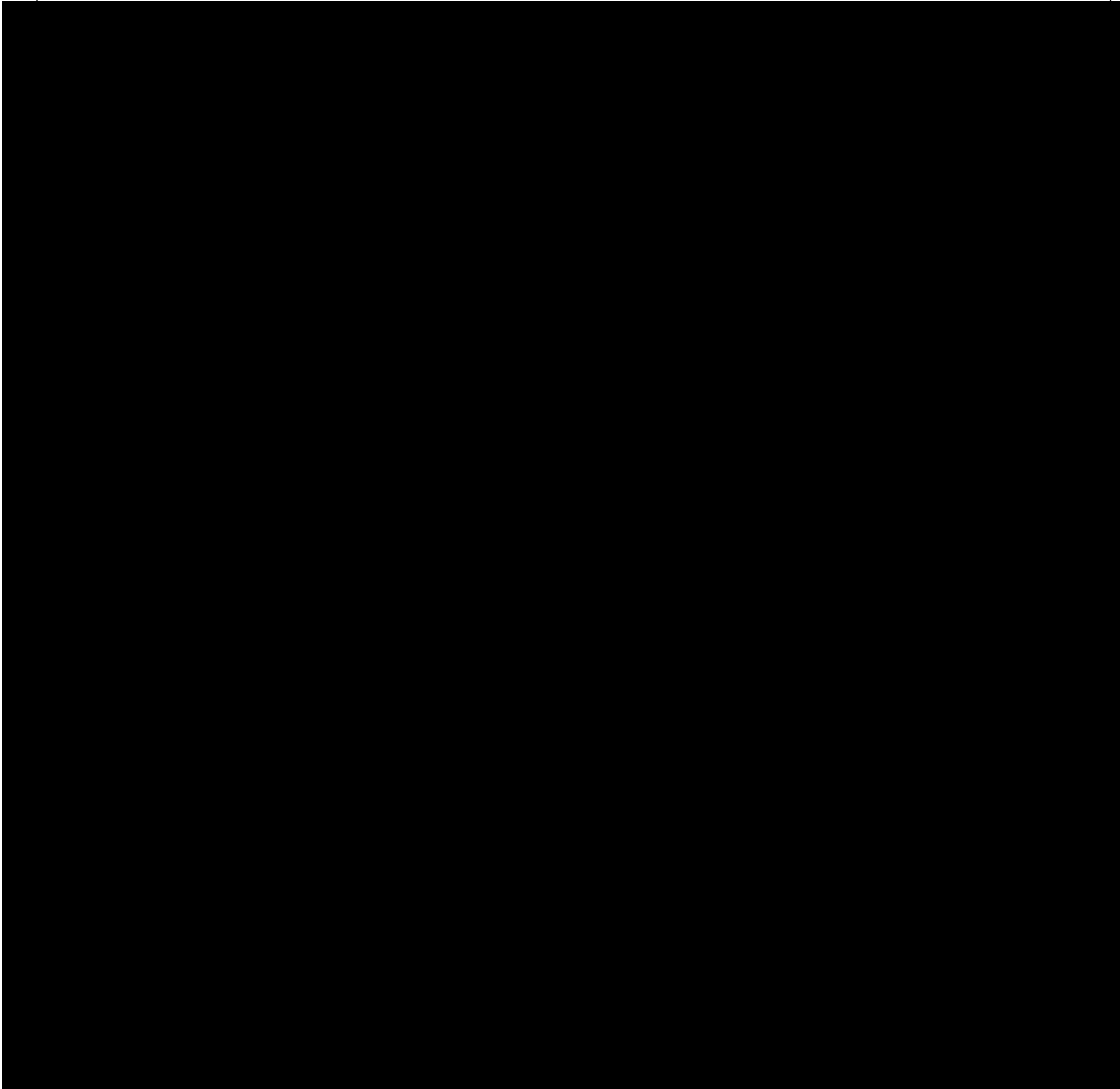
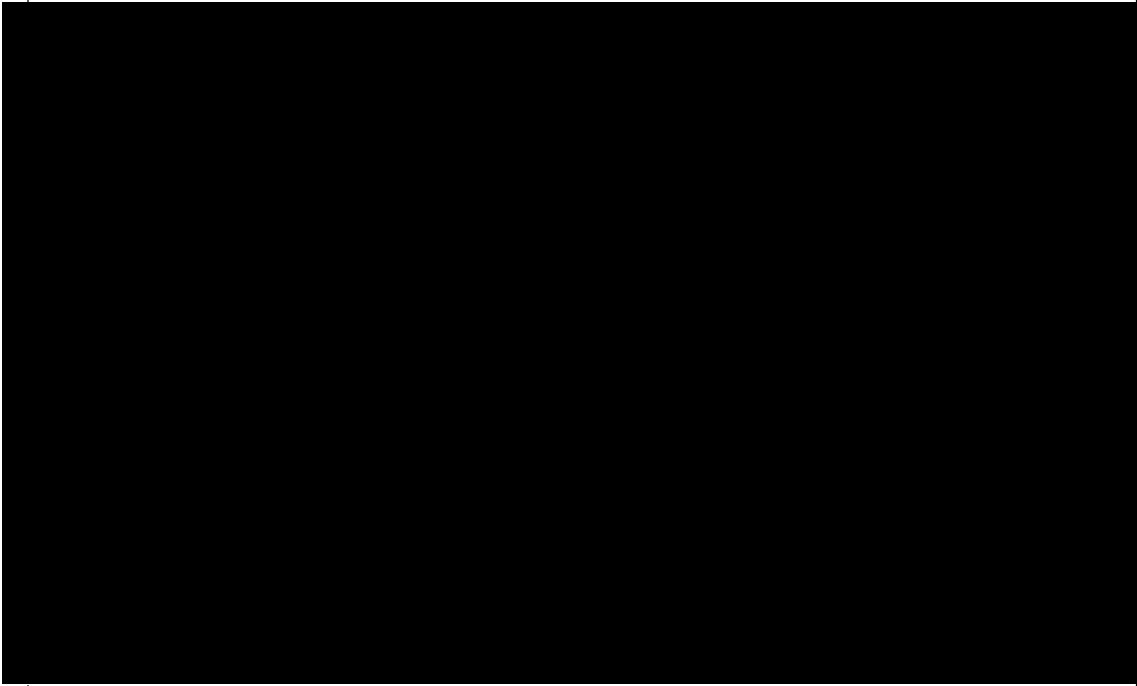
	    	
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2.3	<p>Service Output 3: Collection and destruction of confidential waste paper <i>{Please complete this section in full do not refer to attached documentation}</i></p>  <p></p>  <ul style="list-style-type: none">■ ■ ■ ■ ■   <ul style="list-style-type: none">■ ■  	75 marks (weighting of 7.5)
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2.4	Service Output 4: Potential additional services <i>{Please complete this section in full do not refer to attached documentation}</i>    	10 marks (weighting of 1)









2.5	<p>Service Output 5: Waste collection procedures and containers <i>{Please complete this section in full do not refer to attached documentation}</i></p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted] <p>[Redacted]</p>	40 marks (weighting of 4)
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[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

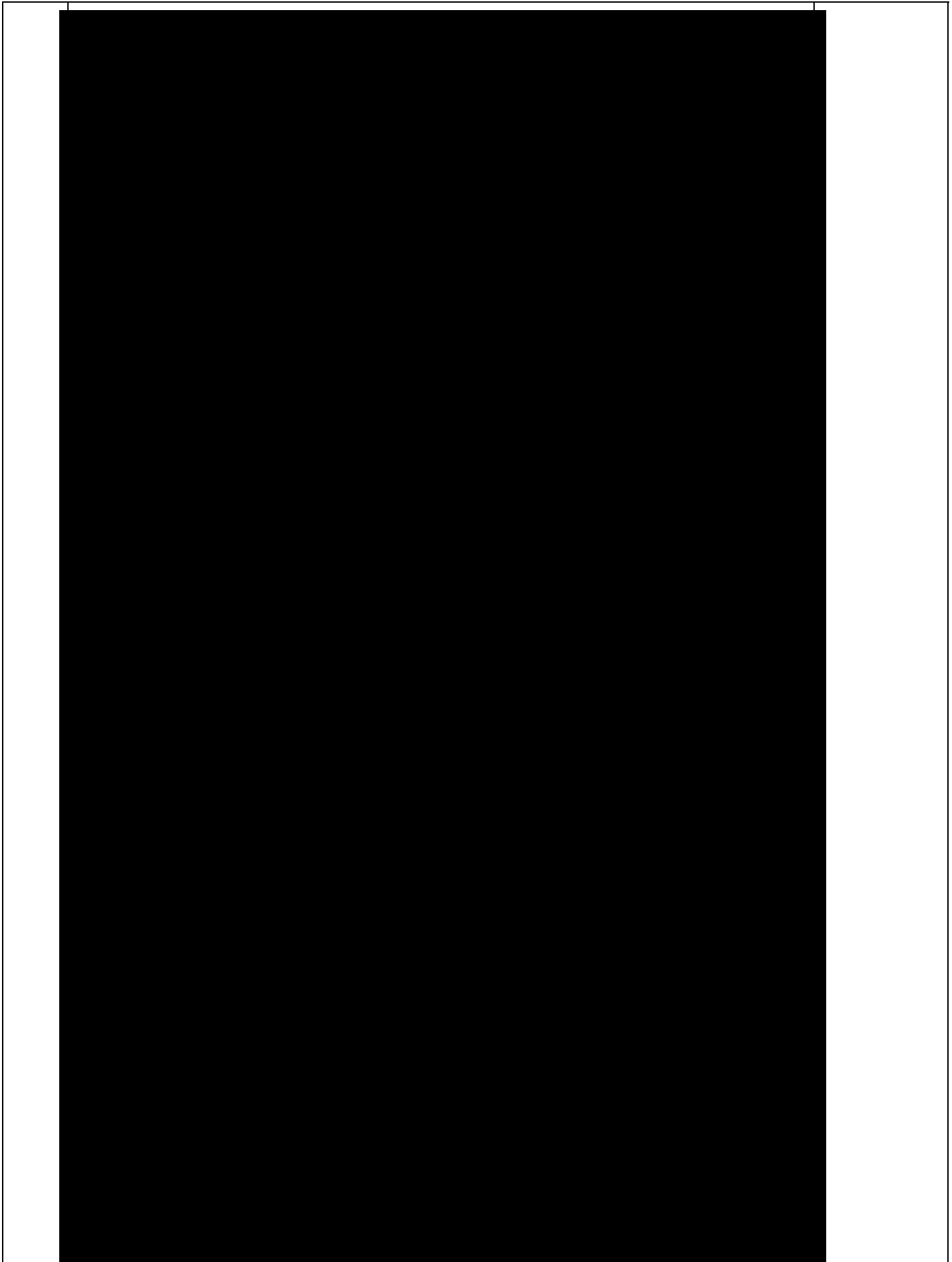
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	

		
2.6	<p>Service Output 6: Information management, monitoring and compliance <i>{Please complete this section in full do not refer to attached documentation}</i></p> 	40 marks (weighting of 4)

	<p>█ [Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
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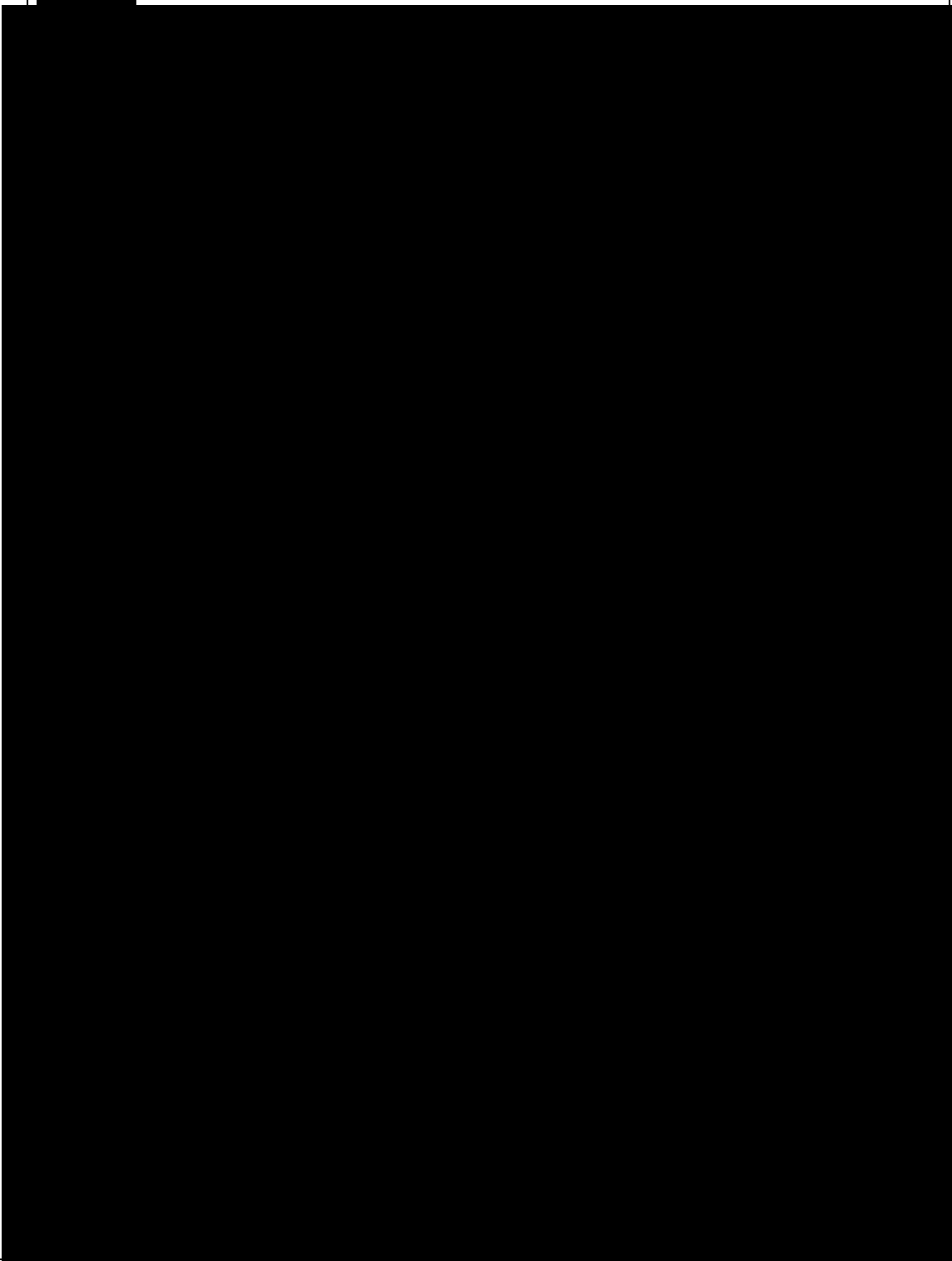
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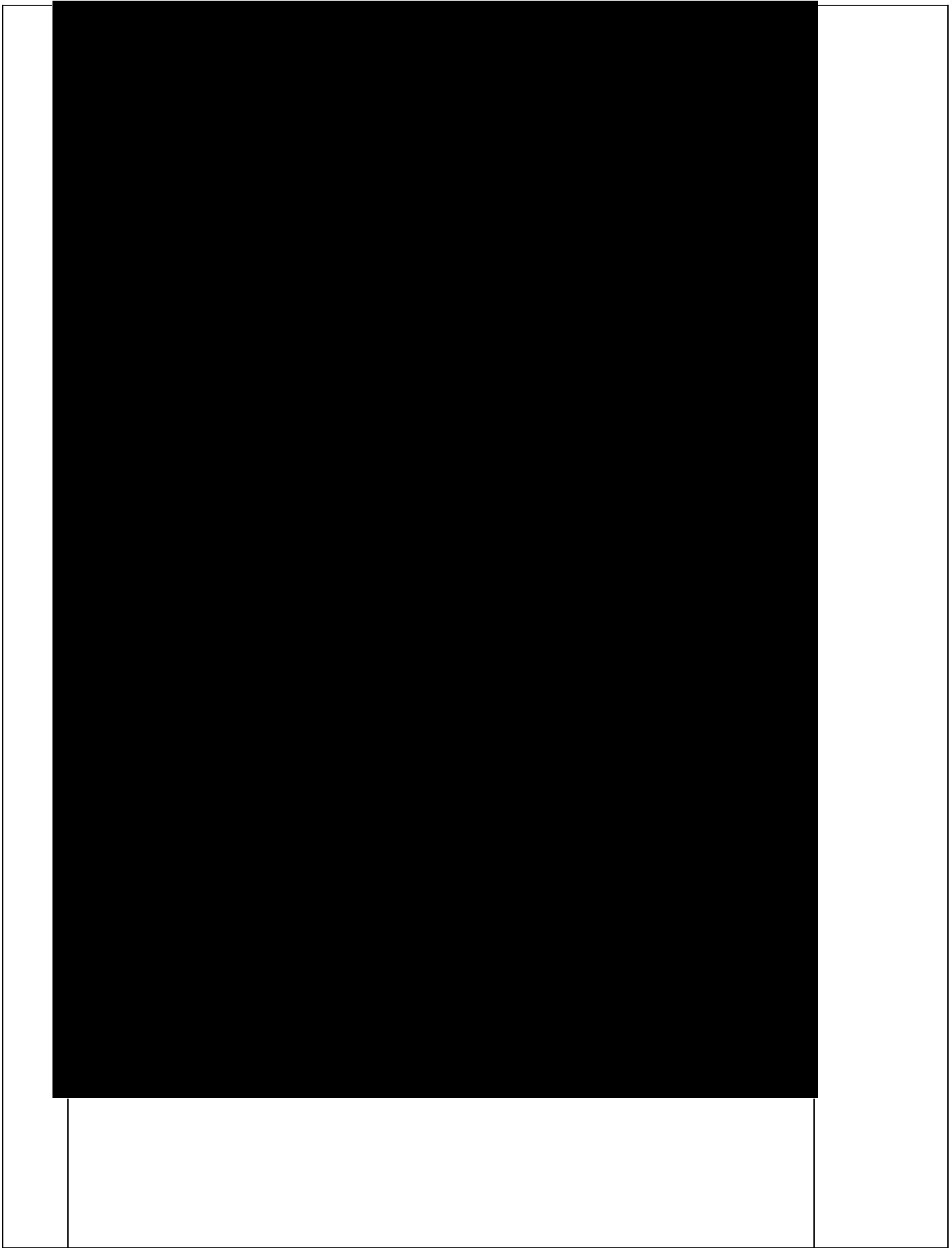
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	[REDACTED]	
	[REDACTED]	
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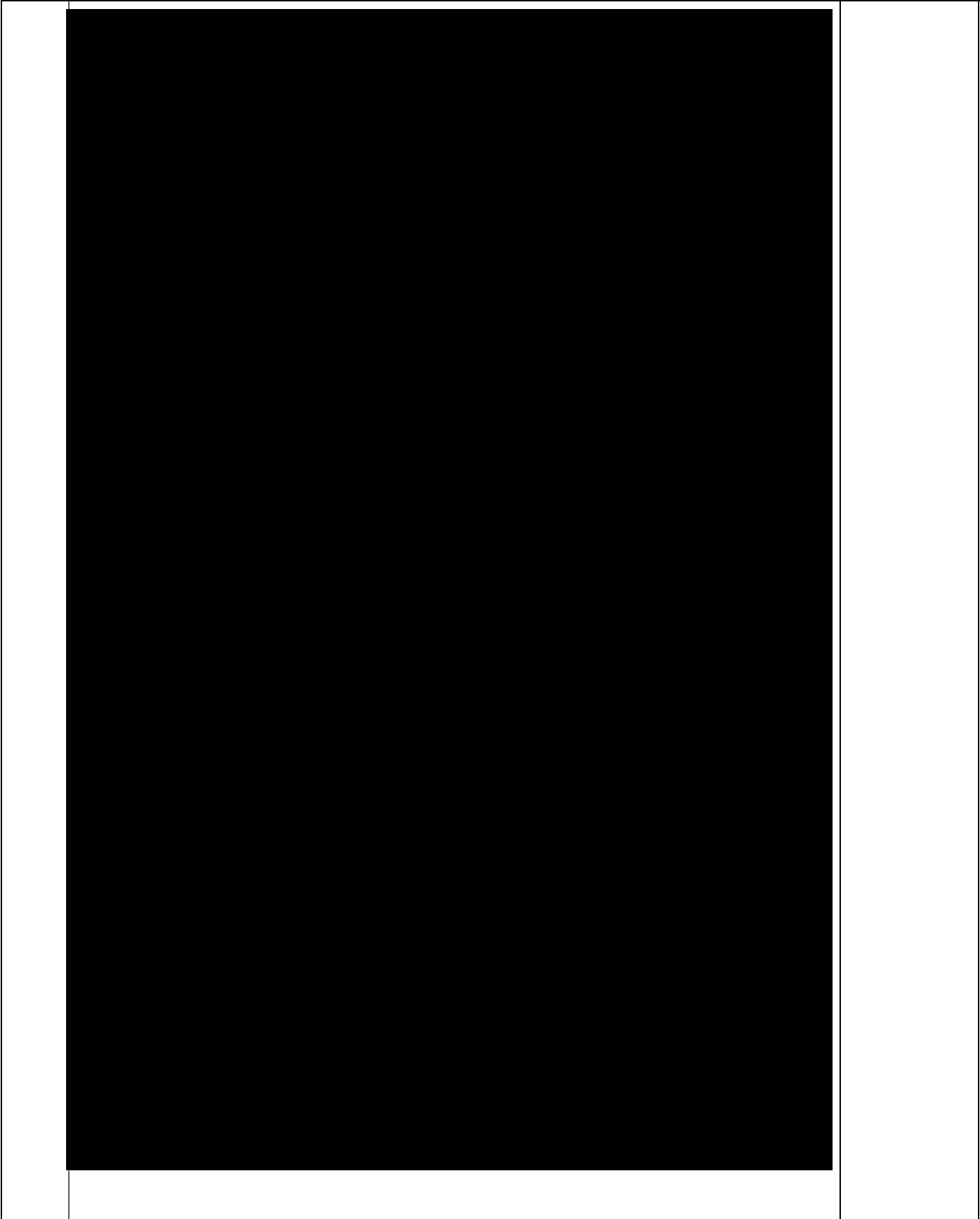
		
2.7	<p>Service Output 7: Contract Management <i>{Please complete this section in full do not refer to attached documentation}</i></p> 	40 marks (weighting of 4)

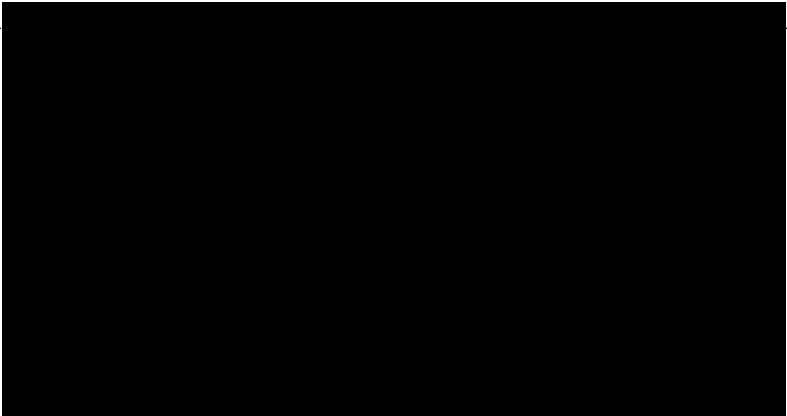

	<ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED]	




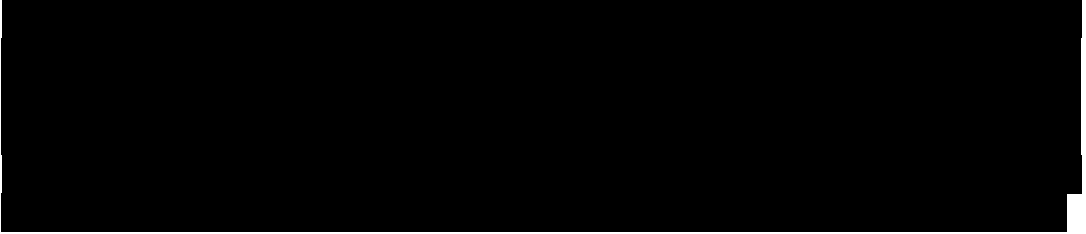
3.0	Implementation, Contract Organisational Structure and Legal requirements.	
3.1	<p data-bbox="268 241 1267 338">Please supply a timetable for implementation of service delivery starting on 1 April 2016 <i>{Please complete this section in full do not refer to attached documentation}</i></p> 	<p data-bbox="1382 241 1554 367">30 marks available (weighting of 3)</p>

	[Redacted]	
	[Redacted]	
	[Redacted]	
	[Redacted]	
	[Redacted]	
	[Redacted]	
	[Redacted]	
	[Redacted]	



		
3.2	<p>Please provide an organisational chart giving details of the individuals who will perform the contract</p> 	<p>30 marks available (weighting of 3)</p>

<p>3.3</p>	<p>The Contractor must carry out all services in strict compliance with all relevant UK and EU legislation including any future regulations.</p> <p>Please confirm you have all the required licences etc in place and provide copies of :</p> <ul style="list-style-type: none"> • Waste Carriers Licences Copy enclosed <input checked="" type="radio"/> Yes / No • Environmental permits/Waste Management Licenses Copy enclosed <input checked="" type="radio"/> Yes / No • Waste Exemption Certificates Copy enclosed <input checked="" type="radio"/> Yes / No • Duty of Care controlled Waste Transfer Notes Copy enclosed <input checked="" type="radio"/> Yes / No • Hazardous/Special Waste Consignment Notes Copy enclosed <input checked="" type="radio"/> Yes / No <p style="text-align: center;"><u>Legal Requirements – this is a mandatory requirement</u></p> <p style="text-align: center;"><u>Please circle yes/no above for each item do not refer to attached documents</u></p>	<p><i>Mandatory Requirement</i></p>
<p>3.4</p>	<p>Would you please confirm whether your company is a member of the Chartered Institute of Waste Management (CIWM), Environmental Services Association (ESA) or EU equivalent (please provide evidence)</p> <p style="text-align: right;">Copy enclosed Yes</p>	<p><i>50 marks available (weighting of 5)</i></p>
<p>3.5</p>	<p>Have all of your employees at your Company (that would be used to visit our sites) been through the DBS (Disclosure and Barring Service) checking processing including child and/or adult barred list check?</p> <p style="text-align: right;">NO</p> <p style="text-align: right;">Copies Enclosed NO</p> <div style="background-color: black; width: 100%; height: 50px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 80px; margin-top: 10px;"></div>	<p><i>15 marks available (weighting of 1.5)</i></p>

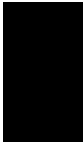




		
3.6	<p data-bbox="263 495 949 526">Please provide a sample of a waste collection report</p> <p data-bbox="1093 689 1353 721">Copy enclosed Yes</p> 	<p data-bbox="1380 495 1556 622"><i>45 marks available (weighting of 4.5)</i></p>

4.0	Methodology for Recycling & Waste Treatment																																											
4.1	<p>RECYCLING SERVICES</p> <p>The Council needs to be clear about what recycling services the contractor can provide and how they propose to carry out the service. <i>Please fully complete the table below</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Waste stream</th> <th style="width: 25%;">Specification</th> <th style="width: 25%;">Collection</th> <th style="width: 25%;">Containers</th> </tr> </thead> <tbody> <tr> <td>Plastic</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Metals</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Office paper</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Confidential paper</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Other paper types</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Glass</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Cardboard</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Other – Food Waste</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>Other – Green Waste</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </tbody> </table>			Waste stream	Specification	Collection	Containers	Plastic	[REDACTED]	[REDACTED]	[REDACTED]	Metals	[REDACTED]	[REDACTED]	[REDACTED]	Office paper	[REDACTED]	[REDACTED]	[REDACTED]	Confidential paper	[REDACTED]	[REDACTED]	[REDACTED]	Other paper types	[REDACTED]	[REDACTED]	[REDACTED]	Glass	[REDACTED]	[REDACTED]	[REDACTED]	Cardboard	[REDACTED]	[REDACTED]	[REDACTED]	Other – Food Waste	[REDACTED]	[REDACTED]	[REDACTED]	Other – Green Waste	[REDACTED]	[REDACTED]	[REDACTED]	<p>40 marks (weighting of 4)</p>
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	<p>This section should be completed in line with the EU Waste Framework Directive</p>																													
<p>4.2</p>	<p>WASTE TREATMENT FACILITIES</p> <p>Please provide details of your waste treatment facilities by fully completing the table below.</p> <table border="1" data-bbox="264 1014 1401 2031"> <thead> <tr> <th data-bbox="264 1014 528 1081">Waste stream</th> <th data-bbox="528 1014 831 1081">Primary destination</th> <th data-bbox="831 1014 1078 1081">Processing</th> <th data-bbox="1078 1014 1401 1081">Final destination</th> </tr> </thead> <tbody> <tr> <td data-bbox="264 1081 528 1216">Plastic</td> <td data-bbox="528 1081 831 1216">[REDACTED]</td> <td data-bbox="831 1081 1078 1216">[REDACTED]</td> <td data-bbox="1078 1081 1401 1216">[REDACTED]</td> </tr> <tr> <td data-bbox="264 1216 528 1384">Cans</td> <td data-bbox="528 1216 831 1384">[REDACTED]</td> <td data-bbox="831 1216 1078 1384">[REDACTED]</td> <td data-bbox="1078 1216 1401 1384">[REDACTED]</td> </tr> <tr> <td data-bbox="264 1384 528 1592">Paper</td> <td data-bbox="528 1384 831 1592">[REDACTED]</td> <td data-bbox="831 1384 1078 1592">[REDACTED]</td> <td data-bbox="1078 1384 1401 1592">[REDACTED]</td> </tr> <tr> <td data-bbox="264 1592 528 1693">Confidential paper waste</td> <td data-bbox="528 1592 831 1693">[REDACTED]</td> <td data-bbox="831 1592 1078 1693">[REDACTED]</td> <td data-bbox="1078 1592 1401 1693">[REDACTED]</td> </tr> <tr> <td data-bbox="264 1693 528 1861">Cardboard</td> <td data-bbox="528 1693 831 1861">[REDACTED]</td> <td data-bbox="831 1693 1078 1861">[REDACTED]</td> <td data-bbox="1078 1693 1401 1861">[REDACTED]</td> </tr> <tr> <td data-bbox="264 1861 528 2031">Residual Waste</td> <td data-bbox="528 1861 831 2031">[REDACTED]</td> <td data-bbox="831 1861 1078 2031">[REDACTED]</td> <td data-bbox="1078 1861 1401 2031">[REDACTED]</td> </tr> </tbody> </table>	Waste stream	Primary destination	Processing	Final destination	Plastic	[REDACTED]	[REDACTED]	[REDACTED]	Cans	[REDACTED]	[REDACTED]	[REDACTED]	Paper	[REDACTED]	[REDACTED]	[REDACTED]	Confidential paper waste	[REDACTED]	[REDACTED]	[REDACTED]	Cardboard	[REDACTED]	[REDACTED]	[REDACTED]	Residual Waste	[REDACTED]	[REDACTED]	[REDACTED]	<p>10 marks (weighting of 1)</p>
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Plastic	[REDACTED]	[REDACTED]	[REDACTED]																											
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	Food Waste				
	Green Waste				
<p>This section should be completed in line with the EU Waste Framework Directive</p>					

5.	Accreditations				
5.1	Please list any professional or trade organisations by which your company is accredited e.g. CIWM, ESA etc or EU Equivalent Please state whether the award belongs to the company or an individual. Please complete table below – do not refer to attached documents				For Information only
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal	
	CHAS [Redacted]	[Redacted]	[Redacted]	[Redacted]	
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES

5.2	Please state any formal quality assurance systems relevant to this contract, which your Company operates e.g. ISO 9001, 14001, 18001 or EU Equivalent. <i>Please complete table below – do not refer to attached documents</i>					
Name of Awarding Organisation /Body		Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal	
						60 marks available (weighting of 6) {20 per ISO}
Please provide copies of the certificates you have given above or other proof of the qualifications.					Enclosed YES	



commercial info

Veolia ES (UK) Ltd
Kingswood House
Kingswood Crescent
Cannock
Staffordshire
WS11 8JP

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 2nd February 2016

Email sent to: vesbidteam.vesuk@veolia.com

Dear Bidder

IMC 189 – THE PROVISION OF RECYCLING AND WASTE COLLECTION SERVICES INCLUDING THE DESTRUCTION OF CONFIDENTIAL WASTE PAPER WHERE APPLICABLE FROM SHROPSHIRE COUNCIL OWNED/RUN SITES.

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations (the “Regulations”).

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council’s formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to the Regulations; this period will end at midnight on 12th February 2016.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award after the expiry of the standstill period.

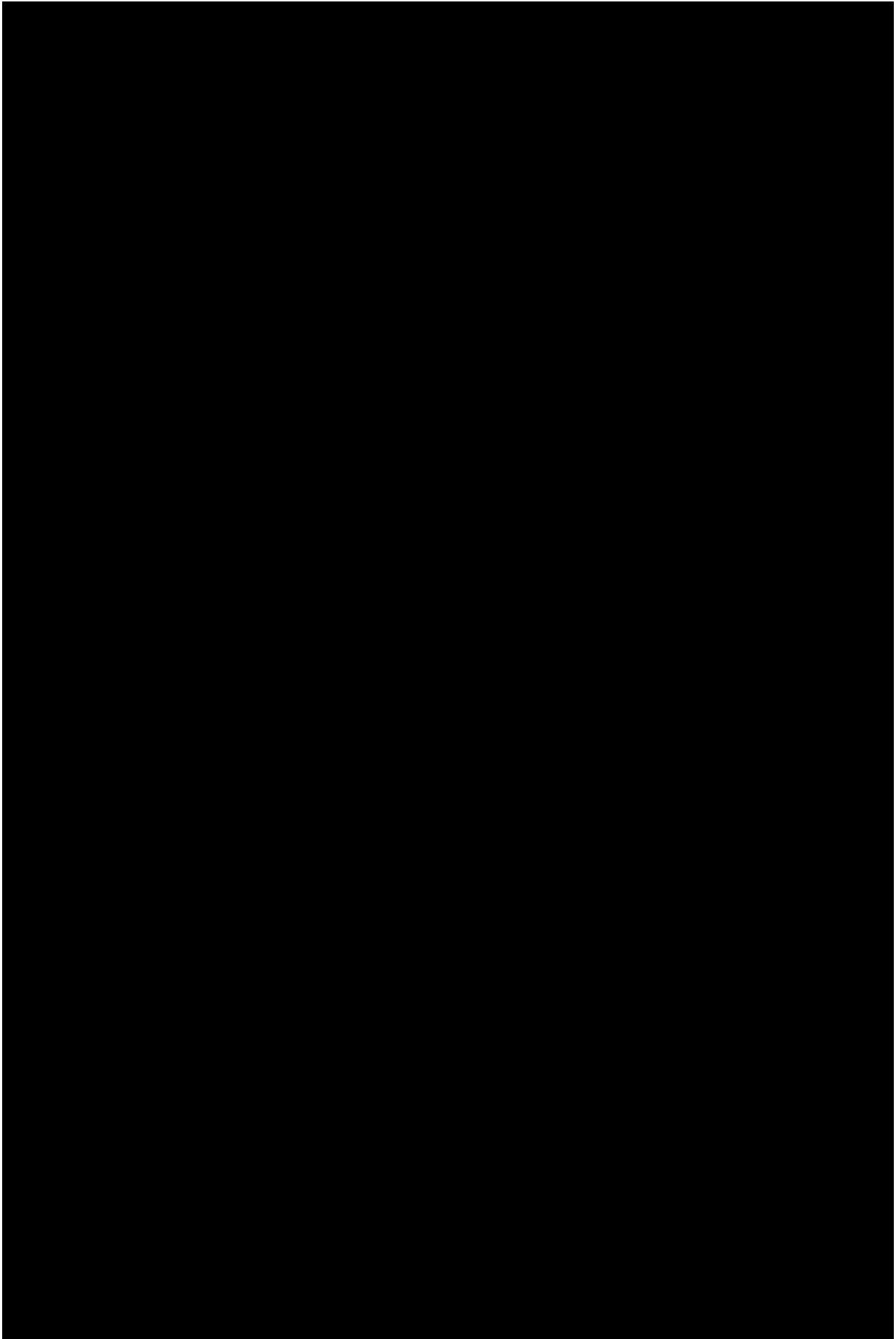
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Winning Tenderer’s Total Weighted Marks	Your Rank (out of all 4 tenders received)
Quality	■	■	■
Price	■	■	■
Overall	■	■	■

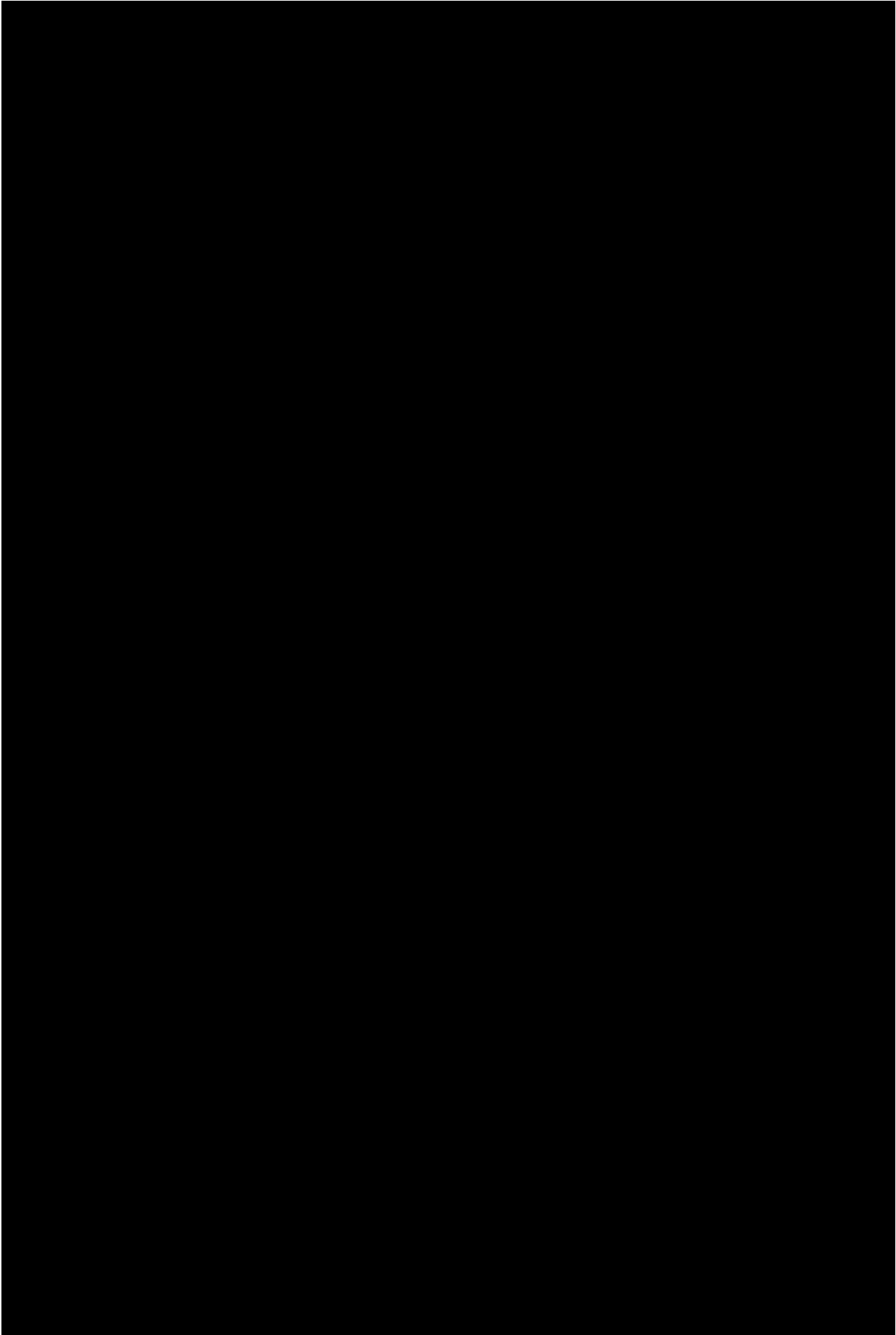
For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:-



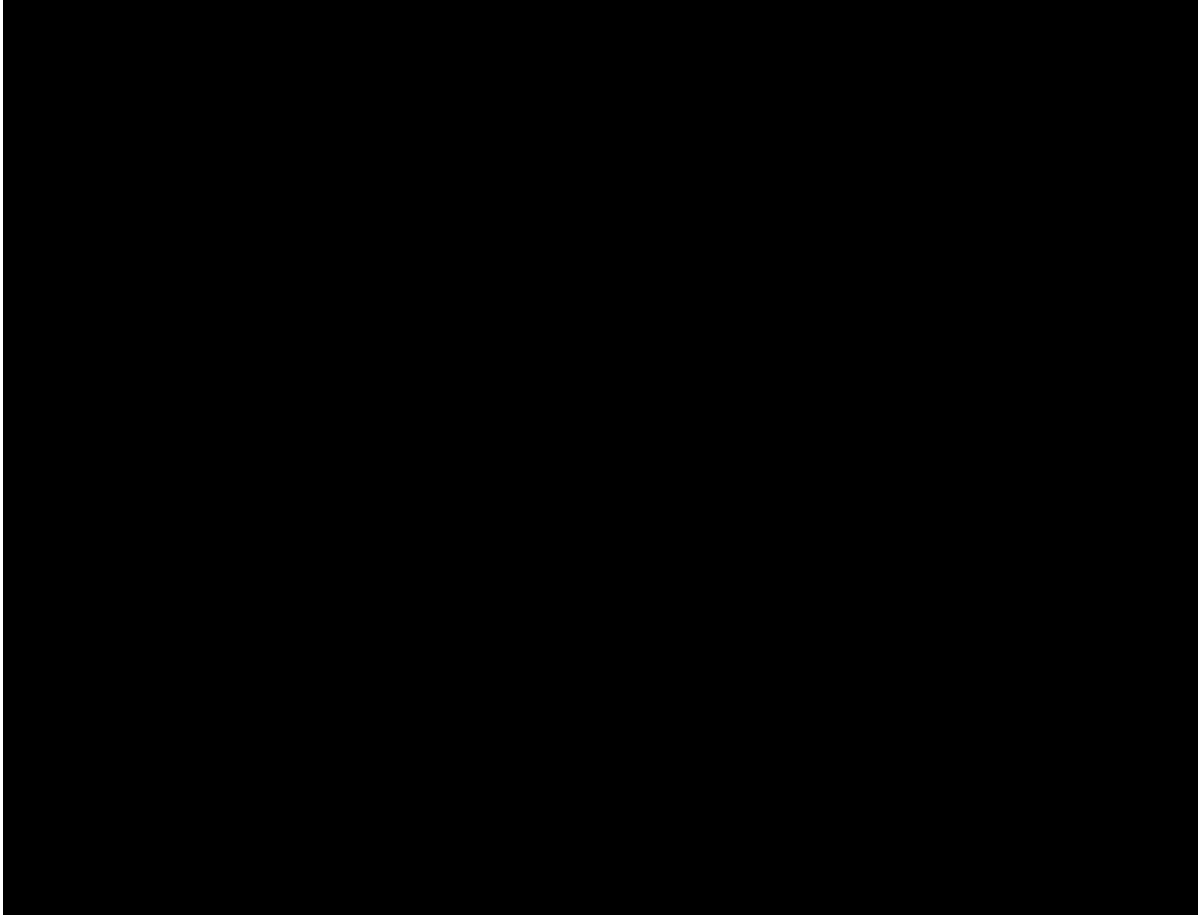
commercial info



commercial info

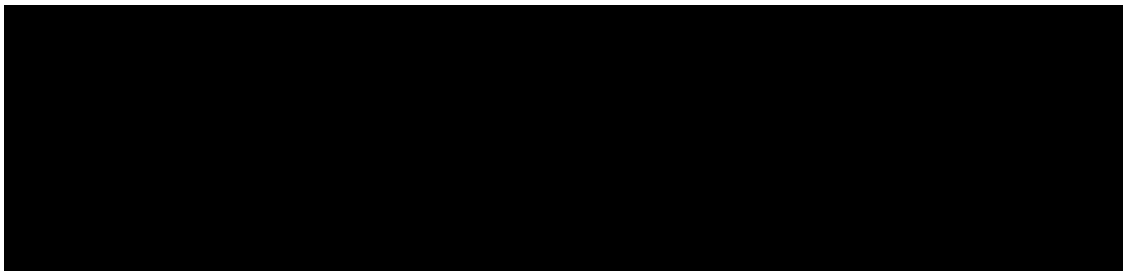


commercial & personal info



We will be in touch with you again at the end of the standstill period.

Yours faithfully



Head of Commercial Services

Facilities Management Team Leader