

UK-Shrewsbury: Food, beverages, tobacco and related products.

UK-Shrewsbury: Food, beverages, tobacco and related products.

Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom
Tel. +44 1743252992, Email: procurement@shropshire.gov.uk
Contact: [REDACTED] - Procurement Manager
Main Address: www.shropshire.gov.uk
NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: Yes.

In the case of joint procurement involving different countries, state applicable national procurement law: Not provided

The contract is awarded by a central purchasing body: No.

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Food%2C-beverages%2C-tobacco-and-related-products./24S6938NWT>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-title/24S6938NWT> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available.

Unrestricted and full direct access to these tools and devices is possible, free of charge, at: Not provided

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: RMCS 024 - Supply & Distribution of Groceries, Provisions & Frozen Food

Reference Number: RMCS 024

II.1.2) Main CPV Code:

15000000 - Food, beverages, tobacco and related products.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: A contract for the supply and distribution of groceries, provisions and frozen foods to Shropshire Council.

II.1.5) Estimated total value:

Value excluding VAT: 16,000,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: A contract for the supply and distribution of groceries, provisions and frozen foods to Shropshire Council for an initial period of 2 years commencing on 18th February 2019 with the option to extend for a further two periods of 2 years (6 years in total). The Council are seeking a sole contractor to supply and distribute groceries, provisions and frozen foods to their establishments (mainly schools) throughout Shropshire and neighbouring areas Worcestershire, Herefordshire, North Wales and West Midlands which are serviced by Shire Services. The Council wishes to consider tenders for the provision of all requirements (groceries, provisions and

frozen foods) by a sole contractor.

II.2.5) Award criteria:

Criteria below

Quality criterion - Name: Quality / Weighting: 60

Cost criterion - Name: Price / Weighting: 40

II.2.6) Estimated value:

Value excluding VAT: 16,000,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 15/02/2019 / End: 14/02/2021

This contract is subject to renewal: Yes

Description of renewals: This contract can be extended for a further two periods of 2 years (4 years in total). from 18th February 2021.

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: Not provided

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

See tender documents

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documents

Minimum level(s) of standards possibly required (if applicable) :

See tender documents

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documents

Minimum level(s) of standards possibly required (if applicable) :

See tender documents

III.1.5) Information about reserved contracts (if applicable)

The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons: No

The execution of the contract is restricted to the framework of sheltered employment programmes: No

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Reference to the relevant law, regulation or administrative provision:

Not Provided

III.2.2) Contract performance conditions

See tender documents

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: No

Section IV: Procedure

IV.1) Description OPEN

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement - NO

In the case of framework agreements justification for any duration exceeding 4 years: Not Provided

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 12/10/2018 Time: 12:00

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,

IV.2.6) Minimum time frame during which the tenderer must maintain the tender: Not Provided

IV.2.7) Conditions for opening of tenders:

Date: 12/10/2018

Time: 12:00

Place:

Shirehall, Shrewsbury

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 6 years

VI.2) Information about electronic workflows

Electronic ordering will be used Yes

Electronic invoicing will be accepted Yes

Electronic payment will be used Yes

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:-Food%2C-beverages%2C-tobacco-and-related-products./24S6938NWT>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/24S6938NWT>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992

Internet address: www.shropshire.gov.uk

VI.4.2) Body responsible for mediation procedures:

Shropshire Council

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

Email: procurement@shropshire.gov.uk

Internet address: www.shropshire.gov.uk

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

VI.4.4) Service from which information about the lodging of appeals may be obtained:

Shropshire Council

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

Email: procurement@shropshire.gov.uk

Internet address: www.shropshire.gov.uk

VI.5) Date Of Dispatch Of This Notice: 04/09/2018

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.

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

Email: procurement@shropshire.gov.uk

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Bidder

RMCS 024– SUPPLY & DISTRIBUTION OF GROCERIES, PROVISIONS & FROZEN FOODS 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 & Special Terms & Conditions
2. Shropshire Council Draft Form of Agreement
3. Tender Response Document
4. Appendix A – Pricing Schedule
5. Appendix B – Food Additives to be avoided list
6. Appendix C - Schedule of Delivery Points

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 October 2018**, 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 two 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 30th August 2018 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.

Please also note that Shropshire Council is committed to achieving Social Value outcomes through all its procurement activity, specific requirements for this contract are set out within the Tender Response 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.

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

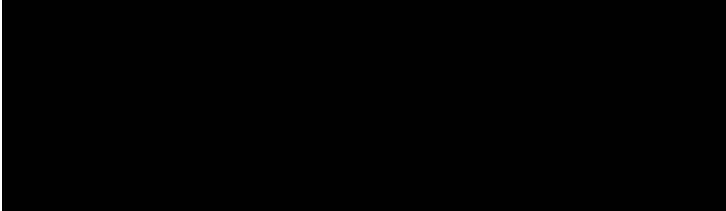
Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement

personal info

activity. Specific requirements for this contract are set out within the Tender Response 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
Commissioning & Procurement
Enc



INSTRUCTIONS FOR TENDERING AND SPECIAL TERMS AND CONDITIONS

**RMCS 024
THE SUPPLY AND
DISTRIBUTION OF GROCERIES,
PROVISIONS AND FROZEN
FOODS**

Contract Description:

A contract for the supply and distribution of groceries, provisions and frozen foods to Shropshire Council for an initial period of 2 years commencing on 18th February 2019 with the option to extend for a further two periods of 2 years (6 years in total). The Council are seeking a sole contractor to supply and distribute groceries, provisions and frozen foods to their establishments (mainly schools) throughout Shropshire and neighbouring areas Worcestershire, Herefordshire, North Wales and West Midlands which are serviced by Shire Services. The Council wishes to consider tenders for the provision of both requirements (groceries, provisions and frozen foods) by a sole contractor.

Index

<u>Section</u>	<u>Description</u>	<u>Page</u>
1.0	Invitation to Tender	3
2.0	Terms and Conditions	3
3.0	Preparation of Tenders	4
3.1	Completing the Tender Response Document	4
3.2	Tender Preparation and Cost	4
3.3	Parent Company Guarantee	5
3.4	Warranty	5
4.0	Tender Submission	5
5.0	Variant Bids	6
6.0	Tender Evaluation	6
7.0	Clarifications	7
8.0	Continuation of the Procurement Process	7
9.0	Confidentiality	8
10.0	Freedom of Information	9
11.0	Disqualification	9
12.0	E-Procurement	10
13.0	Award of Contract	11
13.1	Award Criteria	11
13.2	Award Notice	11
13.3	Transparency of Expenditure	11
14.0	Value of Contract	11
15.0	Acceptance	11
16.0	Payment Terms	12
17.0	Special Terms and Conditions	12
18.0	Liability of Council	25
19.0	Declaration	26

1.0 Invitation to Tender

- 1.1 You are invited to tender for the supply and distribution of Groceries, Provisions and Frozen Foods as detailed in the Tender Response Document. The contract will be for an initial period of 2 years commencing on the 18th February 2019 with the option to extend for a further period of up to 2 plus 2 years.
- 1.2 Tenders are to be submitted in accordance with the Draft Form of Agreement of Shropshire Council enclosed in this tender pack 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 Draft Form of Agreement enclosed in this tender pack 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 October 2018.
- 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 Tender Evaluation

6.1 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.

6.2 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.

7.0 Clarifications

7.1 Tenderers are responsible for clarifying any aspects of the tendering process

and/or the Invitation to Tender documents in the manner described below.

- 7.2** Any queries arising in relation to this invitation to tender should be raised in writing with Procurement Team email: procurement@shropshire.gov.uk quoting the contract reference and title.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than 5th October 2018.
- 7.5** 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.
- 7.6** 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.

8.0 Continuation of the Procurement Process

- 8.1** 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.
- 8.2** 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.
- 8.3** 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.

9.0 Confidentiality

- 9.1** 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.
- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** 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.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1** 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;
- 9.4.2** 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
- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media in relation to this tender.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** 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
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** 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
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** 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.

10.0 Freedom of Information

- 10.1** 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.
- 10.2** 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.
- 10.3** 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.
- 10.4** 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.
- 10.5** 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>

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** 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
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** 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.

11.1.4 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.

11.2 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.

11.3 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.

12.0 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.

12.0 Award of Contract

13.1 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.

13.2 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.

13.3 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.

14.0 Value of Contract

The value of this contract currently is approximately £3.2m per annum however Shropshire Council cannot give any guarantee in relation to this value going forward. This sum has been calculated using last year's usage figures and does not factor in any potential increase or reduction as a result of a change in the number of contracts operated by the service.

15.0 Acceptance

15.1 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.

15.2 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.

15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being **18th February 2019**.

16.0 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.

17.0 Special Terms and Conditions

17.1 Operation of Contract

Tenderers are required to submit prices on the basis of a cost price plus an on cost. The on cost is to include all expenses incurred in the delivery of all ordered items to each establishment and any other costs associated with the execution of the contract. The Contractor(s) will be required to maintain the rate of oncost throughout the period of the arrangement.

For evaluation purposes, prices must be detailed in the Pricing Schedules included in section H of the tender response document. Prices to be tendered should be those applying at 01 September 2018.

17.2 Acceptance of Tender

- a) The acceptance of any tender or part of any tender, will create a Standing Offer for the contractor(s) to supply and deliver groceries, provisions and frozen foods to the Authority in accordance with the terms and conditions contained herein the General Terms and Conditions and at the prices agreed.
- b) The Contracting Authority reserves the right to purchase goods of the type specified from other suppliers if it deems necessary.

17.3 Award of Contract

The Contracting Authority will have the following options to award this arrangement;

- i) A single contractor to cover all requirements

17.4 Values/Quantities

Any values or quantities given in this invitation to tender are estimates and for guidance only. The Contracting Authority is not bound by these estimates and there are no maximum or minimum limits to the orders that may be placed by the Contracting Authority's Distributor(s). The Contracting Authority can give no guarantees in respect of the likely values to be seen under any contract

17.5 Prices

- a) The basis of the arrangement will be the Contractor's cost price plus "oncost".

The percentage "oncost" shall cover all costs involved in operating the contract including delivery. The percentage oncost shall be applied to all nominated supply lines. The oncost for **nominated lines** must be detailed on Pricing Schedule 1.

Oncost tendered must remain firm for the duration of the contract.

Tenderers are required to submit prices for the complete range of groceries, provisions and frozen foods detailed in question 1.4 of section H – Commodity Detail & Prices, which will form the price to be charged on each invoice. **This price should be all-inclusive and INCLUDE the oncost stated in question 1.1 but be exclusive of VAT.**

Products covered by the nominated contracts negotiated directly by the Contracting Authority are not included in the question 1.4 of section H and there may well be other items which are required/ordered by individual establishments during the lifetime of the arrangement and which are not included in the products listed.

The contractor's purchase price used in the calculation for the tendered price in question 1.2 Section H must be nett of all discounts, rebates, bonuses and volume or turnover based discount or over-riders. Prices tendered will form the basis for all future prices and the Authority will require documentary proof of prices paid and supply arrangements. The products offered should where possible, be those specified in the schedule. If, however, you are unable to offer the brand specified, you may offer an equivalent branded product.

b) The tendered prices must be exclusive of VAT and must include all packing charges (including bags, cases, cans, drums and other containers).

c) Details of the nominated contracts negotiated separately by the Contracting Authority will be given to the successful Contractor. **These are confidential and must not be disclosed to any other party.** The Contractor must purchase items included in these contracts wherever applicable, maintain adequate stocks and effect distribution to the Contracting Authority at the purchase prices notified to the Contractor by the Authority plus the tendered on cost. The Contracting Authority reserve the right from time to time to add further nominated items to this arrangement at its discretion.

d) The Contracting Authority reserves the right to negotiate nominated contract arrangements deemed to be desirable from time to time. These may be greater than or less than those currently negotiated by the Contracting Authority at its complete discretion.

e) The Contracting Authority reserves the right for its nominated representative to inspect the Contractor's purchasing arrangements, insurance policies, invoices, accounts and all other relevant contract documents during the month following submission of the tender and at any time during the period of the Standing Offer Arrangement.

17.6 Price Verification

- 17.6.1 The prices quoted as at 01 September 2018 form the basis of the Arrangement but as prices obviously will change during the lifetime of the arrangement, the procedure for price variation will be as follows:-
- 17.6.2 For the supply of groceries, provisions and frozen foods
- (a) Price variations for provisions will be implemented at weekly intervals, the Contractor giving the Contracting Authority 4 days prior written notice of change.
 - (b) Price variations for all other products will be implemented on the first day of each month, the Contractor giving the Contracting Authority 14 days prior written notice of change.
- 17.6.3 Tenderers are reminded that the contract price is the cost price plus the oncost quoted. **Price reductions must be passed on in the same way as price increases.** If it comes to the notice of the Contracting Authority that any price variation has not been passed on, this will be deemed sufficiently serious to justify termination of the Standing Offer Arrangement.
- 17.6.4 In order to verify any price movements the Contracting Authority or its representatives will notify the Contractor of those products they wish to see invoices for and will arrange to visit the supplier during the fourteen days prior to implementation. They may also on such visits require sight of provision invoices or any other invoices for goods supplied.
- 17.6.5 Any variation in the price of goods supplied through nominated contracts will be notified to the Contractor immediately they are agreed and will become effective from the 1st of the month following unless otherwise agreed.
- 17.6.6 For supply of all products, the contractor will be required to provide weekly lists of provision prices and monthly lists of grocery prices within 3 days of their becoming effective. These price lists will show the effective date of the changes, the period covered, the Contractor's product reference number, pack size and price inclusive of the agreed oncost. Sufficient copies of these price lists will be required to be supplied by the Contractor for circulation within the Authority.

17.7 Specification

- a) Goods supplied shall be of satisfactory quality and be fit for the purpose for which they are to be used.
- b) Goods supplied must conform as to quantity, quality and description with the particulars stated in the Standing Offer Arrangement and the purchase order.

- c) All goods supplied must be at least to the standard specified in any appropriate British Standard Specification or British Code of Practice or EU Equivalents. Where specifications or Codes of Practice are amended during the period of offer the Contractor must supply to the new standard.
- d) All groceries, provisions and frozen foods supplied against this Standing Offer Arrangement shall, in all respects, where relevant, comply with the requirements of:
 - I. The Food Safety Act 1990
 - II. The Trade Descriptions Act 1968
 - III. The Weights and Measures Act 1985
 - IV. Food Labelling Regulations 1996/1499
 - V. Food Labelling (Declaration of Allergens) (England) Regulations 2008
 - VI. 2008/1188
 - VII. Food Information (Miscellaneous Amendment and Revocation)(England) Regulations 2013
 - VIII. The Meat Products (England) Regulations 2003
 - IX. The Quick Frozen Foodstuffs (England) Regulations 2007
 - X. The Food Safety (General Food Hygiene) Regulations 2013
 - XI. The Materials and Articles in Contact with Food (England)Regulations2012

and any other legislation applicable (and any other enactments or regulations made under or kept in being by the above Acts) or EU equivalent legislation relating to groceries, provisions and frozen foods as if such products were for retail sale. Products must comply with all legislation relating to composition, standards, labelling and advertising of food.

- e) The Contracting Authority reserves the right to prohibit any foodstuff or ingredient which they consider to be detrimental to health.
- f) All packages must be marked with the correct description of the packaged item, and where appropriate a list of the ingredients must be shown, giving the minimum meat content where applicable.
- g) **Mechanically recovered beef of any kind must not be included in any of the offered products.**

Inclusion of any other type of Mechanically Recovered Meat (MRM) must be stated in writing to the Chief Trading Standards Officer of Shropshire Council and must be declared on the label of the product in question. Any MRM included must be produced in accordance with the BMAA Code of Practice. The amount of any MRM shall not in any event exceed 10% of the meat content.

No head meat of any kind is permitted in any product that forms part of this contract.

17.8 Variation of Specification

The Contractor shall not alter the specification of any goods, except as directed in writing by the Contracting Authority but the Contracting Authority has the right,

from time to time, during the execution of the Standing Offer Arrangements by notice in writing to direct the Contractor to add or omit, or otherwise vary, the goods and the Contractor shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the original Standing Offer Arrangement.

Where the Contractor receives any such direction from the Contracting Authority which would occasion an amendment to the Standing Offer price, the Contractor shall, with all possible speed, advise the Contracting Authority in writing to that effect giving the amount of any such amendments, ascertained and determined at the same level of pricing as that contained in the Contractor's tender.

If, in the opinion of the Contractor, any such direction is likely to prevent the Contractor from fulfilling any of his obligations under the Standing Offer Arrangement, he shall notify the Contracting Authority and the Contracting Authority shall decide with all possible speed, whether or not the same shall be carried out and shall confirm his instructions in writing and modify the said obligations to such an extent as may be justified. Until the Contracting Authority so confirm their instructions they shall be deemed to have not been given.

17.9 Additives

The products supplied must not include any of the colours/additives contained in the list in Section I of the Tender Response document. Any synthetic colours/additives, of the type listed, that are contained in any product supplied must be declared to the Contracting Authority in writing and permission obtained from the Contracting Authority in advance of supply.

17.10 Genetically Modified Foods

All goods supplied under this arrangement must not contain genetically modified ingredients. A written assurance must be given to this effect.

In addition, the foodstuffs (or their constituents) must comply with the Novel Foods and Novel Food Ingredients Regulations 1997, and also EC Regulations No 248/97 and 1139/98.

17.11 Irradiation

Where the Contracting Authority proposes to supply foodstuffs (or their constituents) which have been subject to ionising radiation this must be notified in writing to the Contracting Authority and their specific written approval obtained prior to supply.

17.12 Animal Welfare Considerations

Meat shall be produced from animals which are born, reared and slaughtered in full compliance with all British legislative requirements on animal welfare or the relevant legislative requirements of other EU Member States to equivalent effect. RSPCA animal welfare compliant products will be given preference by the Contracting Authority where ever possible.

17.13 Samples

The Contracting Authority may ask for samples from the range of tendered products, for testing evaluation and analysis by the Trading Standards Service. The results of such an analysis, evaluation etc. were the tender to be accepted, would act as a basis of the contract to which all future supplies must comply.

Samples may be called for at regular intervals during the contract period, and these are to be provided free of charge.

17.14 Quality Assurance

The Contractor shall establish and maintain an adequate documented quality system as a means to demonstrate his continuing ability to meet the contract specifications.

The Contractor will also co-operate fully at all times with the Trading Standards Service by allowing them access to all relevant information and personnel to enable them to undertake periodic audits of the Quality Assurance System. The Quality Assurance System must meet the approval of the Trading Standards Service

17.15 Analysis

The Contracting Authority will be at liberty to apply any tests or cause any analyses to be made for the purpose of ascertaining the quality of groceries, provisions and frozen foods being supplied. Should the result of such test or analyses indicate that the groceries, provisions and frozen foods are not equal to the standard specified, the charges for such tests or analyses shall be met by the Contractor.

The Contractor will also co-operate fully with the Trading Standards Service by allowing them access to their premises, and, whilst there, allowing them access to any relevant other documentation and process procedures, and also the freedom to take any samples required to ascertain that products comply with all relevant regulations and conditions of contract. The Contractor must ensure that these facilities are available to the Trading Standards Service whether the Contractor is the manufacturer of the product supplied or not.

17.16 Inspection of Goods and Premises

- (a) The Contractor will allow the Contracting Authority, any of its staff and appropriate personnel to inspect any delivery ticket and to check the quality and/or quantity of the goods at the premises of the Contractor, before despatch, during transit or at the place of delivery. The Contractor, his agents and servants shall give the Contracting Authority and its staff all reasonable assistance to enable them to check the quantity and/or quality of the goods or to inspect the Contractor's premises.

- (b) The Contracting Authority may submit samples of the goods to a public analyst or to a recognised testing house for examination. If the goods submitted are certified not to be of the quality or specification ordered, the Contracting Authority may reject the whole consignment from which the samples were taken. In addition, samples may be taken in the manner prescribed by the Food Safety Act 1990 by the Trading Standards Service.

The rights of the Contracting Authority under the Standing Offer Arrangement will not be prejudiced if analyses or tests are not carried out.

17.17 Orders

- (a) The Contractor will be required to provide printed order forms for use by the Authority. These will list the items agreed by the Contracting Authority in consultations with representatives in the Authority's user departments. A separate price list will be made available to indicate the range of additional items that may be ordered by establishments.
- (b) The Contracting Authority may place orders for the supply of goods at the terms agreed at any time during the period of offer and the placing of each order constitutes an acceptance of the Standing Offer and thus creates a contract for the supply of those items so ordered.
- (c) The Contractor may be required to introduce a system of electronic ordering during the lifetime of the arrangement. Any such system will be in accordance with a format/procedure determined by the Authority and at no cost to the Authority.
- (d) The Contracting Authority will not hold itself responsible or be liable for payment for goods unless requisitioned by an official order signed by an authorised officer of that Authority. In the case of any emergency the Contractor will supply on the oral instruction given on behalf of the Authority which will be confirmed by the Authority on an official order. If the Contractor does not receive such confirmation within two days he should notify the appropriate Head of Service or establishment.
- (e) Where required by the establishment the Contractor must split catering packs at no additional cost to the Authority.

17.18 Storage and Delivery

- (a) Upon receipt of official orders from the Contracting Authority, the Contractor will supply and deliver the goods required in accordance with the agreed prices and conditions. The Contractor must, at all times, comply with any statutory requirements in force at that time.
- (b) Deliveries must be made fully in accordance with the requirements of the Contracting Authority. All vehicles used for the delivery of services should conform to Euro IV emission standards or be a low emission vehicle (as defined by exemption from the London congestion charge. Use of pre Euro and Euro I, II & III vehicles will not be acceptable in any circumstances.

- (c) Shropshire is a rural, sparsely populated county with some schools accessible by narrow country lanes only which can be difficult to navigate for an inappropriate vehicle. All tenderers must ensure they have a fleet which can ensure delivery to sites within the stipulated timescales regardless of location or frequency.
- (d) All deliveries must be made in a vehicle that complies with The Food Safety (General Food Hygiene) Regulations 2013 and any subsequent amendments.
- (e) Storage and Delivery
All frozen products must be quick frozen. Storage prior to delivery to individual establishments should be at 0°F (-18° C) for no longer than three months. Longer periods of storage must be at -20°F (-29°C). Cold storage temperatures must not be allowed to fluctuate. The temperature of frozen products at the time of delivery must not be higher than 5°F (-15°C).

At no time during either preparation or delivery shall the temperature of frozen meat rise above -15°C.

Carcass meat must be transferred from chill to cutting room, and returned to chill or freezing within a maximum of 2 hours.

Boxed frozen products must be reduced to an internal temperature of -18°C or below within 24 hours of being boxed.

Frozen Meat

Frozen meat shall not be frozen for more than one year and must have been frozen by means of specialist freezing equipment such as blast freezer.

Vehicles

Vehicles delivering frozen foodstuffs should comply with relevant sections of UKAFFP Code of Practice.

Please note - cooks at the receiving establishments are instructed to verify that the temperature of the frozen food products when delivered, is within the above parameters. This is to be confirmed by a print-out from the lorry. All deliveries must be (-15°C) or below in order to be accepted. If it is not, the delivery will be rejected (see Clause 18.24 - Rejection of Goods).

UNDER NO CIRCUMSTANCES SHOULD PRODUCTS WHICH ARE RE-FROZEN BE DELIVERED TO ANY ESTABLISHMENT SUPPLIED UNDER THIS ARRANGEMENT.

- (f) The Contractor will exercise due care and attention when making deliveries to the Contracting Authority. Where possible, all delivery vehicles should be fitted with reverse warning hooters, and drivers must ensure the highest standards of safety during deliveries.

- (g) Deliveries may be required one, two, three or four times weekly depending on each sites requirements. Please see schedule of delivery points for more information. This is for **guidance only** and may change during the term of the contract depending on each sites individual needs.

Deliveries to school kitchens must be made on Mondays to Fridays between the hours of 9.00 am and 2.00 pm. No deliveries outside these hours will be permitted unless agreed with the Authority where local arrangements are put in place.

Deliveries to other establishments will be required to be made on Mondays to Fridays at times agreed with a responsible officer at each establishment.

Most school kitchens will only normally require deliveries during term times (thirty eight weeks per year) but occasional deliveries during school holidays may be required.

Social Services, some school kitchens and other establishments will require a delivery service for the full 52 weeks of the year.

Additionally, a delivery will be required to all schools on the same day in September (usually the day prior to the start of term) every year during this arrangement.

- (h) The goods ordered are to be delivered free of charge at the risk of the Contractor, to the delivery point(s) specified in the purchase order. The goods must be off loaded by the Contractor and placed in position as directed. If goods are incorrectly delivered, the Contractor will be held responsible for any additional expense incurred in delivering the goods to their correct destination.

Important - No alternative products should be substituted without the prior written approval of the Authority's representative.

All alternative or substitute items are to be charged at the same price as the contracted item.

If, for any reason, the Contractor fails to deliver to individual establishments on the scheduled delivery day, the Contractor must deliver the goods on the next working day.

- (i) The Contracting Authority disclaim all responsibility for the security of goods delivered and left on the premises of the Authority by the Contractor. Goods must not be left unattended and the delivery driver must obtain a signature from the Authority's authorised representative.
- (j) The risk on the goods will remain with the Contractor until the goods are delivered and accepted. Notwithstanding, any receipt issued, the goods will not be deemed to have been accepted until the Authority's representative has had a reasonable opportunity to examine them.

- (k) If the Contractor requires the return of any container in which the goods are delivered, the Contractor will clearly indicate the requirement on the container, delivery note and invoice. Containers will be returned by the Authority only at the Contractor's expense. There will be no liability on the part of the Authority for any loss of, or damage to, containers and it will be the Contractor's responsibility to remove all containers on subsequent deliveries.
- (l) All containers, baskets and trays etc. used by the Contractor in the performance of the contract shall be capable of being sterilised before re-use where appropriate and shall be kept in a clean state to prevent the risk of contamination of the goods being supplied.
- (m) For the purpose of this contract all deliveries made will be deemed to be retail sales.
- (n) The personal hygiene of the driver must be of the highest standard and clean protective clothing must be worn. Smoking will not be permitted during the actual delivery. The vehicle interior shall be maintained in a clean hygienic condition as should all the storage equipment used in the vehicle. The Contractor shall ensure that the interior is cleaned daily.

All contractor's personnel entering an establishment, must be easily identifiable by way of an identity badge showing their name, photograph and which company they represent.
- (o) All deliveries, where required must comply with the Food Safety (General Food Hygiene) Regulations 2013.

17.19 Delivery Notes

All supplies of groceries, provisions and frozen foods made to individual establishments against this contract must be accompanied by a delivery note from the supplier stating (as appropriate):

THE CONTRACTOR'S NAME AND ADDRESS
 THE DELIVERY POINT ADDRESS
 THE PURCHASE ORDER NUMBER
 THE DATE OF DELIVERY
 THE CORRECT DESCRIPTION OF THE GOODS BEING SUPPLIED INCLUDING
 THE NUMBER OR WEIGHT OF EACH ITEM
 WARNING – DO NOT REFREEZE

One copy of the delivery note is to be retained by the representative of the Authority, authorised to accept delivery. The other copy is to be signed and returned to the Contractor by the said representative.

17.20 Payment

- (a) School Kitchens

Payment in respect of deliveries to school kitchens may be made to the Contractor by electronic payment system, with payment being made by

the Contracting Authority within 7 days if an electronic payment system is implemented. This electronic payment will be made under a format/procedure which is acceptable to the Contracting Authority. Tenderers are required to submit their detailed proposals within the tender response document.

The Contractor will be required to offer an extra discount to the Contracting Authority for payment ahead of the Contractor's normal trading terms on the implementation of a direct billing system.

The processing of credit notes will also be included in this electronic payment system.

(b) Social Services and Other Establishments

Payment in respect of deliveries to social services and other establishments will be made in accordance with the following, although during the lifetime of the arrangement it is possible that they may also wish to make payment by electronic payment as detailed in a) above.

- Invoices

An invoice bearing the same information as the delivery note, together with all prices calculated and totalled, must be sent with the goods direct to the individual establishment/delivery point when the goods are delivered.

Payment of the invoices will be due at the end of the next complete calendar month following date of delivery, or as otherwise agreed by the Authority and the Contractor.

- Credit Notes

In the event of non-delivery of goods identified as damaged at the time of receipt, or not delivered for any other reason, the driver will be required to issue an instant credit note in respect of the items concerned. This procedure will ensure that no delay in payment occurs whilst awaiting credit.

17.21 Information to be supplied

The Contractor will supply the following information:

- (a) Lists produced weekly (for products) showing Contractor's reference number, pack size and price inclusive of the agreed on cost.
- (b) Data on a monthly basis of all products purchased by the individual Authority showing the quantity and value for both in that month both for individual items and in total.
- (c) Data on a monthly basis of all products purchased by the Authority showing the quantity and value accumulated throughout the year both for individual items and in total and also giving details of product delivered to individual establishments using the arrangement.

This information should be presented throughout the period of the contract, in a format which is acceptable to Shropshire Council.

Should the Contractor fail to provide the required usage information, the Contractor will be deemed to be in breach of contract. It is considered that such a breach will be sufficient for the contract to be terminated.

- (d) There may be requirements during the period of the Standing Offer Arrangement for the Contractor to provide other statistical information e.g. usage of subsidised butter.
- (e) Sufficient copies of any or all of the above information may be required from the Contractor for circulation to user Authority.

17.22 Packaging

All food products must be packaged and wrapped sufficiently to protect the product from damage and contamination during storage and delivery. Where a manufacturer has recommended a particular storage method, this shall be adhered to by the Contractor. All packaging in contact with food is to comply with The Materials and Articles in Contact with Food (England) Regulations 2012.

Damaged or broken packaging of food will not be accepted. All prepared products must comply with the Food Labelling Regulations 1996/1499 as amended, and, if not already included, must have the particular specified in Regulation (5) of these Regulations printed on the packaging together with an indication of quantity in accordance with the current Weights & Measures Legislation.

All frozen food products shall include the statement "Do not Refreeze".

17.23 Rejection of Goods

- (a) The Contracting Authority or its representatives have the power to reject any goods if in their opinion, the Contractor has not complied with all Terms and Conditions relating to the Standing Offer Arrangement.
- (b) Where possible notice of rejection will be given on the day of delivery, by any means considered appropriate by the Contracting Authority.
- (c) In the event of rejection the Contractor will:
 - (i) immediately replace the goods with those of the required quality/specification;
 - (ii) remove the rejected goods at the Contractor's own expense within 7 days of rejection.

Any rejected goods which have not been removed within 7 days will be disposed of by the Contracting Authority and the Contractor will be charged with all expenses incurred. The Contracting Authority will not be liable for any loss or expenses suffered by the Contractor as a result of disposal. Any replacement or removal of goods shall not prejudice any other action that the Contracting Authority may take.

17.24 Power to Purchase Elsewhere

If the Contractor fails to deliver the goods on time or if he fails to comply with any of the Terms and Conditions relating to the Standing Offer Arrangement, the Contracting Authority will be entitled to purchase elsewhere. The Contractor may offer alternative goods after discussion with the Contracting Authority. Any additional costs incurred by the Contracting Authority over the agreed price will be repaid by the Contractor without prejudice to any other action that may be taken.

17.25 Establishment Listing

- (a) The Authority reserves the right to withdraw or include any establishments either on a temporary or permanent basis to this arrangement as necessary.
- (b) Details of establishments covered by the standing offer arrangement are detailed on the Schedule of Delivery Points and are correct at the present time, but may alter to take account of any changes and other legislation which may occur during the lifetime of the standing offer arrangement

17.26 Delegation

The Contractor shall not delegate the whole or part of this Standing Offer Arrangement to any other person or company without the prior approval of the Contracting Authority.

17.27 Counter Inflation Legislation

It is a requirement that the Contractor shall not breach any Counter Inflation and/or Price Legislation in force at the time.

17.28 Sustainability

The contractor will at all times use their best endeavours to assist the Contracting Authority and operate themselves in a manner which meets the aims and objectives set out in the sustainable policies of Shropshire Council, copies of which are available on the Council's website.

17.29 Analysis of Usage

It will be a condition of contract that the Contractor will supply the Contracting Authority with a detailed breakdown of usage against this arrangement. The following information will be required:

- (a) The total monthly usage/value and cumulative usage/value of all groceries, provisions and frozen foods delivered.
- (b) The monthly usage/value and cumulative usage/value per individual establishment.
- (c) A breakdown of transport/product costs as required by the Contracting Authority.

The information should be presented throughout the period of the contract, in a format which is acceptable to the Contracting Authority.

17.30 Extension of Arrangement

Subject to satisfactory service being received, this standing offer arrangement shall apply for a period of up to 2 years. The Contracting Authority reserves the right to extend the arrangement at their total discretion for a further two periods of up to 2 years.

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 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

THIS AGREEMENT is dated _____ day of _____ 2018

BETWEEN:

(1) **SHROPSHIRE COUNCIL** whose office is at Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND ('the Council')

(2) _____ a company incorporated in England and Wales under company number _____ and whose registered office is at _____ ('the Contractor')

WHEREAS:

(A) The Council is desirous that the Contractor does supply and deliver groceries, provisions and frozen foods to the Council establishments as referred to in more detail in the Specification.

(B) The Contractor is willing to provide and distribute the Goods as defined below and the Council is willing to appoint the Contractor to provide the Goods in accordance with the provisions of this Agreement.

NOW IT IS AGREED as follows:

1. **Definitions**

1.1 In this Agreement, the following words shall have the following meanings:

'Agreement' means this Agreement

'Agreed Prices' means the prices set out in the pricing schedule attached to the Tender Response Document

'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; OR any other body that substantially performs any of the

	functions of the Council that previously had been performed by the Council.
'Authorised Officer'	means the representative appointed by the Council to manage the Contract on its behalf
'Best Practice'	means in accordance with the best practice within the industry of the Contractor
'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.
'Commencement Date'	18 th February 2019
'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, however it is conveyed, 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") or which ought reasonably to be considered to be confidential, and the Commercially Sensitive Information;
'Contractor'	means the party named above and

	includes its employees, servants and agents acting on its behalf
'Contract Documents'	means all of the documents annexed to, contained and referred to within this Agreement
'Contractor Personnel'	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor paid or unpaid;
'Contractor's Representative'	means the representative appointed by the Contractor to manage the contract on its behalf
'Council'	means the party named above and includes its employees, officers, servants and agents acting on its behalf
'Delivery Date'	the date specified by the Council in the Order when the Goods are to be delivered by the Contractor
'EIR'	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
'Employment Checks'	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks.
'Estimated Annual Contract Value'	means the estimated annual contract value relating to this Agreement
'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)

'Expiry Date'	Shall be the later of the Initial Expiry Date or the last day of any agreed extension period further to clause 2.2 below.
'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.
'Goods '	Means groceries and provisions and frozen foods as more particularly described in the Specification
'Individual Sites'	Means the sites listed in the Schedule of Delivery in annexed to this Agreement at Appendix 3
'Initial Expiry Date'	17 th February 2021
'Initial Term'	means a period of two years commencing on the Commencement Date and expiring on the Initial Expiry Date
'Instructions For Tendering and Special Terms and Conditions	Means the instructions for tendering & special terms and conditions issued to tenderers in respect of RMCS 024 – supply & distribution of groceries, provisions and frozen foods annexed to this Agreement in Appendix 2
'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
'Option to Extend'	Means the Council's option to extend the Initial Term by a period of up to 4 years commencing from and including the date following the Initial Expiry Date
'Order'	means an official order placed by the Council or authorized officers from the Individual Sites to the Contractor for the supply of Goods in accordance with the provisions set out in the Instructions for Tendering & Special Terms and Conditions
'Parties'	the Contractor and the Council and 'Party' shall mean either one of them
'Prohibited Act'	<p>the following constitute Prohibited Acts:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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
'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
'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
'Special Conditions'	means the conditions relating to the supply of Goods as required by the Council in relation to this Agreement set out in the Instructions for Tendering & Special Terms and Conditions
'Specification'	means the specific description of the goods to be supplied by the Contractor as set out in the Tender Response Document and the Special Conditions
'Standing Offer Arrangement'	means the arrangement created by this Agreement between the Council and the Contractor
'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 or any part thereof, or facilities or services necessary for the provision of the

	Goods or any part of the Goods
'Sub-Contractor'	Means the third parties that enter into a Sub-Contract with the Contractor
'Tender'	means the tender dated submitted by the Contractor and accepted by the Council annexed to this Agreement in Appendix 1
'Tender Response Document'	means the Contractor's response to the Council's instructions to Tender document annexed to this Agreement in Appendix 1
'Term'	Means the period commencing on the Commencement Date and expiring on the Expiry Date unless terminated earlier in accordance with the terms of this Agreement
'Working Day'	means any day other than a Saturday, Sunday or public holiday in England and Wales

1.2 Interpretation

In this Agreement unless the context otherwise requires:

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- 1.2.1 words importing any gender include every gender
- 1.2.2 words importing the singular number include the plural number and vice versa
- 1.2.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 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.
- 1.2.6 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement
- 1.2.7 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule
- 1.2.8 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
- 1.2.9 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation
- 1.2.10 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.
- 1.2.11 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'
- 1.2.12 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.
- 1.2.13 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.

2. Term:

- 2.1** It is agreed between the Parties that this Agreement will be for the Initial Term commencing on the Commencement Date and ending on the Initial Expiry Date.
- 2.2** It is further agreed between the Parties that the Council may exercise its Option to Extend this Agreement at the expiry of the Initial Term for further periods of up to two years up to a maximum of two extensions from the Initial Expiry Date
- 2.3** If the Council decides to exercise its Option to Extend the Initial Term it shall notify the contractor in writing at least 6 months in advance of the expiry of the Initial Term. Where the Parties agree an extension of the Initial Term the provisions of this Agreement between the Council and the Contractor shall be the terms to be applied to the extended Agreement period, save for any variations to the terms of the Agreement which may be agreed by the Parties in writing to apply during the extension period.

3. Estimated Annual Contract Value:

- 3.1** The Estimated Annual Contract value of the Standing Order Arrangement

is £3,100,000.00 (three million one hundred thousand pounds)

- 3.2 The Parties agree that the Council is not bound by the Estimated Annual Contract Value and that there are no maximum or minimum limits to the Orders that may be placed by the Council to the Contractor
- 3.3 The Parties agree that the Council shall not give any guarantee as to the likely values to be seen under the terms of this Agreement

4. Standing Offer Arrangement

- 4.1 The effect of this Agreement will be to create a Standing Offer Arrangement under which any Order placed will create a binding contract for the supply of the Goods as specified in the Order within the terms of this Agreement.
- 4.2 The Council is not bound to order any Goods from the Contractor and may purchase Goods of the type specified from other suppliers if it so desires.

5. Orders and Goods

- 5.1 The Contractor shall provide the Goods to the Council in consideration of the Council paying the Agreed Price(s) to the Contractor, subject to the provisions of this Agreement
- 5.2 The Contractor shall supply the Goods in accordance with the Council's Order(s) as set out in the Instructions for Tendering & Special Terms and Conditions.
- 5.3 The Goods must conform as to quantity, quality and description with the terms and particulars specified in an Order and the Specification and shall be supplied and distributed in accordance with the Specification.
- 5.4 All Goods shall only be supplied and distributed by the Contractor unless otherwise agreed in writing between the Parties
- 5.5 If the Contractor fails to promptly replace rejected Goods in accordance with the terms set out in the Special Conditions, the Council may, without affecting its rights under paragraph 16 of the Special Conditions, obtain substitute Goods from a third party supplier and the Contractor shall reimburse the Council for the costs it incurs in doing so.
- 5.6 The Council reserves the right to withdraw or include any establishments either on a temporary or permanent basis to this arrangement as necessary.

6. Delivery

- 6.1** Delivery of the Goods shall take place on the Delivery Date strictly in accordance with the Council's delivery instructions given in the Order. Each delivery must be clearly marked in accordance with the Specification and/or the Order. If the Goods or any part of the Goods are incorrectly delivered the Contractor shall be responsible for any additional cost incurred in the delivery of them to their correct destination.
- 6.2** Time of delivery is of the essence of the Agreement unless the Council in the Order specifies otherwise. The Council shall be under no obligation to accept delivery of the Goods or any part of the Goods before the specified delivery time but reserves the right to do so.
- 6.3** The Council reserves the right to cancel or vary the whole of any part of the Order, if the Goods are not delivered on time for any reason whatsoever. In the event that the Council cancels the whole or any part of an Order, then if the Council so requires and without prejudice to the Council's other remedies the Contractor shall promptly collect any Goods which have been delivered.
- 6.4** The Council shall have the right to change its delivery instructions at any time on giving 7 (seven) days' notice to the Contractor.
- 6.5** The Council shall not be obliged to accept quantities of the Goods, which vary from those specified in the Specification or the Order.

7. Payment Terms:

- 7.1** Payment shall be made by the Council (or its nominated representative/distributor) to the Contractor within 30 days of receipt of an undisputed invoice
- 7.2** The Contractor shall not charge, and the Council shall not be liable, for any expenses, charges, costs, or fees except as set out in this Agreement
- 7.3** Unless otherwise agreed in writing by the Council, the Contractor will pay any of its appointed Sub-Contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.
- 7.4** If a Party fails to make any payment due to the other under this Agreement

by the due date for payment ("due date") then, without limiting the other Party's remedies under clause 28 the defaulting Party shall pay interest on the overdue amount at the rate of 4% per annum above the National Westminster Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after Judgment. The defaulting Party shall pay interest together with the overdue amount. This clause shall not apply to payments the defaulting Party disputes in good faith.

7.5 If the Council disputes any invoice or statement or monies due, the Council shall immediately notify the Contractor in writing. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Contractor shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the Parties have not resolved the dispute within 30 days of the Council giving notice to the Contractor, the dispute shall be resolved in accordance with clause 28. Where only part of an invoice is disputed, the un-disputed amount shall be paid on the due date as set out in clause 7.1.

7.6 All payments payable to the Contractor or the Council under this Agreement shall become due immediately on its termination. This clause 6.6 is without prejudice to any right to claim for interest under the law or under this Agreement

8 The Council's Obligations

8.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:

- a) Co-operate with the Contractor and ensure that the Council's staff, agents and representatives co-operate with and assist the Contractor as is reasonable and appropriate;
- b) Provide the Contractor with any information reasonably required by the Contractor;
- c) Comply with such other requirements as may be otherwise agreed between the Parties.

8.2 Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Contractor by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

9. Authorised Officer and Contractor Representative:

- 9.1** The Authorised Officer shall be appointed by the Council to act in the name of the Council for the purposes of the contract evidenced by this Agreement.
- 9.2** The Contractor shall appoint a Contractor Representative to act in the name of the Contractor for the purposes of the contract evidenced by this Agreement
- 9.3** The Parties shall notify each other in writing of any replacement Authorised Officer or Contractor Representative or if any person ceases to be either the Authorised Officer or Contractor Representative.
- 9.4** The Authorised Officer shall monitor on behalf of the Council the supply of Goods by the Contractor and act as liaison officer with the Contractor's Representative in respect of the operation of the contract. Any issues raised by the Authorised Officer with regard to the supply of the Goods shall in the first instance be addressed and dealt with by the Contractor's Representative on the Contractor's behalf.

10. Insurance

- 10.1** 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 risks 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 of £5,000,000 (FIVE MILLION POUNDS) cover. 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.
- 10.2** 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.
- 10.3** The Contractor warrants that it has complied with this clause 10 and shall provide the Council with certified copies of the relevant policies 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.
- 10.4** 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

11 Indemnity

- 11.1** The Contractor shall indemnify the Council against all liabilities, costs,

expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:

- (a) The performance, defective performance or otherwise of this Agreement by the Contractor or the Contractor Personnel
 - (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods
 - (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Contractor or the Contractor Personnel; and
 - (d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Contractor or the Contractor Personnel
- 11.2 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.
- 11.3. Nothing in this Agreement shall limit or exclude the liability of either Party for:
- (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) breach of section 2 of the Consumer Protection Act 1987; or
 - (c) the indemnities given in this clause 11

12 Confidentiality

- 12.1** The Contractor will keep confidential the Confidential Information and any other information it becomes aware of by reason of the operation of this Agreement and shall not use divulge or communicate the same to any third party without the consent in writing of the Council. The Contractor shall implement appropriate organisational and technical measures to ensure the integrity and security of information obtained and shall at all times comply with the provisions of the Data Protection Act 1998 and shall provide the Council with evidence of such measures upon request. The Contractor shall use its reasonable endeavours to prevent the unauthorized publication or disclosure of any such information or documents. The Contractor shall ensure that its Contractor Personnel 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 confidence by such persons mentioned above.

- 12.2 All pricing, terms and conditions between the Council and the Contractor are confidential between the Parties and may not be disclosed to any third party without the express permission of both Parties.
- 12.3 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party or to be implied from this Agreement. In particular, unless otherwise expressly agreed in this Agreement no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other Intellectual Property Right held, made, obtained or licensable by either Party now or in the future.
- 12.4 The provisions of this clause shall survive the expiration or termination of this Agreement.

13. Agreement and Transparency

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

14. Assignment, Transfer and Sub-Contracting

- 14.1 Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party PROVIDED that the Council may,
 - (a) assign any of its rights under this Agreement; or
 - (b) transfer all of its rights or obligations by novation,

to another person.

- without the Contractor's consent where such assignment, transfer or novation is to an Associated Person of the Council;
- 14.2** Any consent required under Clause 14.1 must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 14.3** The Contractor will not, without the written consent of the Council, sub-contract its right or obligations under this Agreement
- 14.4** In the event that consent is given by either Party to the other Party to the placing of Sub-Contracts, copies of each Sub-Contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 14.5** Subject to clause 14.1, in the event that either Party wishes to assign its rights and obligations under this Agreement, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Agreement.
- 14.6** Notwithstanding the Contractor's right to sub-contract pursuant to this clause 14, 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 and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Special Conditions.

15. Publicity

The Contractor will not make any press or other release or public announcement in relation to this Agreement without the prior approval of the Council

16. Prevention of Bribery

16.1 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.
- 16.2** 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 16 and provide such supporting evidence of compliance with this clause 16 by the Contractor as the Council may reasonably request.
- 16.3** If any breach of clause 16.1 is suspected or known, the Contractor must notify the Council immediately.
- 16.4** If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 16.1, 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.
- 16.5** 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 16.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 16.5, 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.
- 16.6** Any notice of termination under clause 16.5 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.
- 16.7** Despite clause 29 (Disputes), any dispute relating to:
- a) the interpretation of clause 16; 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.
- 16.8** Any termination under clause 16.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

17 **Warranties, liability and indemnities**

17.1 The Contractor warrants, represents and undertakes that:

17.1.1 it will supply the Goods with all due skill and diligence and in a good and workmanlike manner, and in accordance with the Best Practice within the industry of the Contractor

17.1.2 the Contractor's employees and agents will have the necessary skill, professional qualifications and experience to deliver the Goods in accordance with the Specification and Best Practice

17.1.3 it has full capacity and authority to enter into this Agreement

17.1.4 it has obtained all necessary and required licences, consents and permits to provide the Goods

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

17.1.6 The Contractor will at all times in supplying the Goods 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.

17.1.7 The Contractor warrants that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions.

17.1.8 The Contractor agrees that where requested in writing during the term of this Agreement 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

17.1.9 In performing its obligations under this Agreement the Contractor shall and shall ensure that each of its Sub-Contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time including but not limited to the Modern Slavery Act 2015.

17.1.10 that the Goods and their packaging and label shall conform to the Specification and with any written instructions of the Council and shall otherwise meet the requirements of the Order and this Agreement

17.1.11 be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification Order or Agreement).

17.2 Where there is any breach of the 's warranty in Clause 17.1.10 or clause 17.1.11 above or if any obligation, warranty or requirement imposed by given or stated in this Agreement in respect of the Goods is not complied with or the Goods or any instalment of the Goods are not delivered at the Delivery Date or the Goods delivered are damaged, then in each such case the Council shall be entitled at its sole and absolute discretion without liability to the Contractor (arising out of such action) and without prejudice to any other right or remedy of the Council to take one or more of the following actions:

17.2.1 cancel the Agreement and treat the Agreement as having never been entered into by the Contractor and/or

17.2.2 reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods and/or

17.2.3 refuse to accept any subsequent delivery of the Goods and/or

17.2.4 recover from the Contractor any costs reasonably incurred by the Council in obtaining substitute goods from another supplier and/or

17.2.5 require the Contractor at its sole cost to replace or repair the Goods or carry out such work as is necessary within 14 days so that the Goods conform to the Agreement Order and Specification and any written instructions of the Council and/or

- (a) treat this Contract as discharged by the Contractor's breach and:
- (b) delay payment of the price for the Goods until the requirements of this Agreement (including the Order Specification and any written instructions of the Council) are entirely fulfilled,
- (c) refuse to make payment of the price of the Goods, or
- (d) require the repayment of any part of the price of the Goods which the Council has already paid whether or not the Council has previously required the Contractor to supply any replacement Goods, and/or

claim such damages as may have been incurred by the Council as a result of the Contractor's breach of the Agreement.

18 Freedom of Information Act 2000 & Environmental Information Regulations 2004

- 18.1** 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.
- 18.2** 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.
- 18.3** The Contractor shall and shall procure that its Sub-contractors shall:
- 18.3.1** 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;
 - 18.3.2** 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
 - 18.3.3** 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.
- 18.4** 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.
- 18.5** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 18.6** The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' 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:

18.6.1 in certain circumstances without consulting the Contractor; or
18.6.2 following consultation with the Contractor and having taken their views into account;

provided always that where sub-clause 18.6.1 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.

- 18.7** 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.
- 18.8** 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.

19. Equalities

- 19.1** 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
- a) in the supply and provision of Services under this Agreement, and
 - b) in its employment practices.
- 19.2** Without prejudice to the generality of the foregoing, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or other relevant legislation, or any statutory modification or re-enactment thereof).
- 19.3** In addition, the Contractor and any Sub-Contractor or person(s) employed by or under the control of 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
- 19.4** The Contractor and any Sub-Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by Equality and Human Rights Commission, which give practical guidance to Councils on the elimination of discrimination.
- 19.5** In the event of any finding of unlawful discrimination being made against

the Contractor and any Sub-Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equality and Human Rights Commission over the same period, the Contractor and any Sub-Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

19.6 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.

20. Non-compliance

20.1. If the Council identifies areas of the Services which do not comply with the requirements of this Agreement (including any Schedules to this Agreement) it may send the Contractor a non-compliance notice detailing
(i) the areas of non-compliance;
(ii) the action to be taken; and
(iii) the date by which the action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).

20.2 If the Contractor fails to take any or all of the necessary action by the date given in the non-compliance notice, the Council may send the Contractor a final non-compliance notice detailing
(i) the areas of non-compliance;
(ii) the action to be taken; and
(iii) the date by which action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).

20.3 If, in the reasonable opinion of the Council, the Contractor fails to undertake all of the remedial actions in the final non-compliance notice by the due date this may be considered a material breach of this Agreement and the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 29:

(a) to make arrangements to take its own corrective action either itself or through the appointment of another Contractor and to either:

(i) deduct all costs in connection therewith from any sums due or to become due to the Contractor under the terms of this Agreement;

or

(ii) to recover such sums from the Contractor as a debt;

And/or

(b) to terminate the Agreement in accordance with clause 27

21 Waiver

The failure by either Party to enforce at any time or for any period any one or more of the 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.

22 Sustainability

The Contractor will at all times use its best endeavours to assist the Council and operate themselves in a manner which meets the aims and objectives set out in the sustainable policies of the Council, copies of which are available on the Council's website

23 Audit And Monitoring

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

24 Force Majeure

24.1 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:-

24.1.1 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

24.1.2 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.

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

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

24.2.2 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.

24.3 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):-

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

24.3.2 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.

25 Rights of Third Parties

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 (or any amendment or re-enactment thereof).

26 Notices

26.1 Unless otherwise communicated to the Party in writing any notice to be given by either Party to the other may be served by 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

26. 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

27 Termination

27.1 Either Party may terminate this Agreement by giving to the other Party at least 3 months' notice in writing.

27.2 Either Party may terminate this Agreement by notice in writing to the other if:

27.2.1 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.

27.2.2 the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;

27.2.3 the other Party commits a series of minor breaches which, when taken together, amount to a material breach;

27.2.4 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;

27.2.5 the other Party ceases to carry on its business or

- substantially the whole of its business; or
- 27.2.6** 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.
- 27.3** Where notice to terminate is given pursuant to this clause 27, this Agreement shall terminate with effect on the date specified in the notice

28. Consequences of Termination

- 28.1** Other than as set out in this Agreement, neither Party shall have any further obligations to the other under this Agreement after its termination
- 28.2** Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect
- 28.3** Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination
- 28.4** Notwithstanding its obligations in this clause 28, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.
- 28.5** upon termination of this Agreement for any reason, the Contractor shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all information and any other property of the Council which are in the possession or control of the Contractor or the Contractor's Personnel at the date of termination.

29. Disputes

- 29.1** 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:-
- 29.1.1** 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
- 29.1.2** If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Chief Executive of the Council and the Contractor or other authorised officer whose details have been notified to the Council, 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
- 29.1.3** If the dispute cannot be resolved in accordance with the preceding

sub-clause then it shall be referred to a single arbitrator to be agreed between the Parties and failing such agreement within 14 days of the request of one Party to the other in writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed for that purpose on the written request of either Party by the President for the time being of the Law Society of England and Wales and any reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of the relevant Arbitration Acts and it is further agreed that if any matter is referred to arbitration then each Party will bear its own costs of such referral

30 Governing Law And Jurisdiction

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

31 Severance

If any provision of this Agreement prohibited by law or judged by any court of competent jurisdiction to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

32 Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

33 Agency, Partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

34 Conflict of Terms

If there is any ambiguity or inconsistency in or between the Contract Documents the Council shall determine, at its sole discretion, the priority of the documents.

35 Entire Agreement

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.

IN WITNESS of this Agreement

Signed by and on behalf of
Shropshire Council

..... Head of Legal & Democratic Services

..... Legal Services Manager

DRAFT

Signed by and on behalf of
(Contractor)

.....
Signature of authorised signatory

.....
Position in Company

Or

.....
Director

.....
Director/Company Secretary

Print Name (s).....

Witness:

Name: -----

Signature:-----

Address: -----

Occupation: -----

Appendix 1

Tender and Tender Response Document

DRAFT

Appendix 2

Instructions for Tendering & Special Terms and Conditions

Appendix 3

Schedule of Delivery Points

DRAFT

Product Description	Size	Usage per annum
MSC SEASIDE STYLE BATT POLLOCK	1x1x60EA	5012
EVFAV LOW SUGR SLT BAKD BEAN\$	6x1x3.12KG	5620.19
COOKED SCOTTISH BEEF SLICED	1x60x50G	3093
GRATED MOZZARELLA & MILD WHITE	10x1x1KG	1382.9
BELTON FARM WHT CHEDDAR MEDIUM	1x1x5KG	2604
MSC FILLET FISH FINGER 3KG	1x95x1EA	3708
FROZEN SWEETCORN	6x1x2.5KG	1744.28
EVFAV ECONOMY PEAS CHEF SC\$	4x1x2.5KG	2696.25
GF PORK & CARROT MEATBALLS 20G	1x1x4KG	2552
COOKED PORK LOIN 50G	1x10x500G	867
REDUCED SUGAR MUFFIN MIX	1x1x12.5KG	1329
MCCAIN SIGNTURE TRD CHP RT\$	4x1x2.5KG	2821.25
WHOLEMEAL MEDIUM PIZZA 12IN	1x10x250G	4179
EVFAV BROCCOLI FLORETS\$	4x1x2.5KG	1653.75
REDUCED SUGAR MISS CHOC MIX	1x1x12.5KG	904
COOKED SLICED WILTSHIRE HAM	6x1x500G	1213.45
EVFAV MLK CHOC CHP CKIE DOUGH\$	1x90x50G	1517
FSD UNSMK R/LES BACK BACON\$	4x1x2.27KG	947.25
MCCAIN 5% FAT POTATO WEDGES\$	4x1x2.5KG	2011.5
BREADED CHICKEN BREAST STEAK	1x2x40EA	1362
KERRYMAID PREMIUM BAKING	1x40x250G	2252.87
EVFAV 6INCH SAUSAG RLL UNBKED\$	1x60x120G	2023.92
EVFAV SWEETCORN P/L..\$	4x1x2.5KG	1278
KNORR GRAVY GRAN MEAT 25L	1x1x1.88KG	2351
UNCLE BEN KORMA SAUCE JAR	2x1x2.23KG	1540
BEEF SPINACH & BROCOLLI GRILL	1x70x57G	1200
WHOLEMEAL MEDIUM PIZZA 11X15IN	1x12x430G	1535
MCCAIN SIMPLY MASH\$	4x1x2.5KG	1530.5
EVFAV FRZ FRNCH FRIES 9/16\$	1x6x2.5KG	1298
EVFAV 90% BEEF BURGER SCORED\$	1x24x113G	1460
CKD SLICED BRSH RED TR TURKEY	1x10x10EA	384
EVFAV PENNE RIGATE QUILL\$	4x1x3KG	1191.75
UNCLE BENS TIKKA MASALA SAUCE	2x1x2.24KG	1156.5
EVFAV FRZ FRNCH FRIES 7/16\$	1x6x2.5KG	1340
SEASONED CRISPY CUBES WTH HERB	4x1x2.5KG	1376
GDNESS ME CRISPY CHK FLT BITES	5x1x2KG	270.2
ORG YEO VALLEY STRAWBRY YOGHR	1x12x80G	6438.42
T&L GRANULATED SUGAR 10KG	1x1x10KG	1427
MCCAIN DELIGHT MED CUT CHIPS\$	1x6x2.49KG	984
COOLDELIGHT CHOC MOUSSE SLICES	1x2x35X40G	1098
EVFAV PLAIN FLOUR TRTILA 25CM\$	1x4x18PK	2296.75
EVFAV BEEF MINCED IQF\$	4x1x2.5KG	337.5
YOUNGS BREDED FISHCAKE 85GX36\$	1x36x85G	2484
MSC YOUNGS WFISH FILT FSHFNGR\$	6x1x60EA	394.86
EVFAV CHOPPED TOMATOES\$	6x1x2.5KG	1133.9
PRINC P&L TUN CHK WTR\$	6x1x1.88KG	291.77
EVFAV BAKED YORKSHR PUD 2.5IN\$	1x4x25PK	2331

PREP MULTI EXTEND VEG OIL BIB	1x1x15LTR	782
RED TRACTOR RAW BEEF STRIPS	1x1x3KG	603
DELIFRANCE PROVNCET PANINIŞ	1x55x105G	1146
KARA MAIZ TOPPD OVAL BUNS	1x14x4PK	1558.79
QUORN DIPPERSŞ	5x1x2KG	205.6
BELTON FARM WHITE CHEDDAR MED	1x1x2.5KG	1199
TILDA BROWN N WHITE RICEŞ	1x1x5KG	1860
MCCAIN PURELY POTATO DICESŞ	4x1x2.5KG	989.25
EVFAV CAULIFLOWER FLORETSŞ	4x1x2.5KG	785.75
MCCN FRIES HERB DICE Ş	4x1x2.5KG	866.75
EVFAV BAGUETTE HLF WHITE 26CMŞ	1x30xPK	2430
PIZZA SAUCE POUCH	5x1x3KG	890.6
EVFAV EXTEND LIFE VEG OIL BIBŞ	1x1x10LTR	781
ORG YEOVALLEY MANGO & VANILA	1x12x80G	4546.92
EVFAV WHT CHC CHIP COOK DOUGHŞ	1x90x50G	623
EVFAV MK4 SANDWICH BAPS Ş	1x4x12PK	2518
VANILLA FLAV ICE CREAM 80ML	1x60x80ML	1727
EVFAV EXTNDED LIFE VEG OILŞ	4x1x5LTR	359.25
EVFAV PART BKD MINI WHT BAGUET	1x40x95G	2105
BM CRISPY CRUMB TURKEY BURGER	1x40x71G	861.97
EVFAV PLAIN FLOUR SACKŞ	1x1x16KG	998
LINDA MCCARTNEY VEG SAUSAGE..	1x40x50G	1300
COMPLETE BREAD MIX	1x1x12.5KG	535
CLASSIC ROAST POTATOES	4x1x2.5KG	485.75
EVFAV CUT GREEN BEANS 25MMŞ	4x1x2.5KG	734.5
GF BATTERED SALMON FILLET FING	1x100x30G	523
HASH BROWN TRIANGLES ROSTIKOS	4x1x2.5KG	930
MCAIN CLASC BRIT MED CUT FRIEŞ	1x4x2.27KG	1204.75
SUMMER COUNTY SOFT SPREADŞ	6x1x2KG	546.52
EVFAV FUSILLI (TWISTS)Ş	4x1x3KG	636.75
SWEETCURED BACON LOIN STEAKS	1x14x8PK	208
TUNA CHUNK BRINEŞ	10x1x1.02KG	159.1
EVFAV WHT MATURE CHEDD SLICESŞ	6x1x1KG	315.61
MULLER CORNER STRAWBERRY MINIS	6x1x8PK	883.17
EVFAV TUNA CHUNKS IN BRINE Ş	1x12x185G	752
LYLES GOLDEN SYRUP POLY	2x1x7.257KG	370.5
FRESHERS LOW FAT COCOA POWDER	10x1x500G	278.1
BIG TASTY FISH CAKE	1x30x85G	1543
LA ESPANOLA EX VIRG OLIVOIL 2L	8x1x2LTR	107.34
EVFAV GRATD MATURE WHITE CHEDŞ	5x1x1KG	350.8
EVFAV BREADD CHICK GOUJONŞ-SI	4x1x2.5KG	233
EVFAV DBL CHOC CHP CKIE DOUGHŞ	1x90x50G	438
VALUMILL SKIM MILK POWDER	6x1x2KG	204.29
NEWYORKBAKERY PLAIN BAGEL 115G	1x1x48PK	928
DELIF PAIN AU CHOCŞ	1x80x60G	504
MULLER STRAWB HLTH BALANCE YOG	1x12x110G	2867.92
APPLE SOLID PK 2.4KG	6x1x2.4KG	327.43
EVFAV MK5 FLOURED BAPS	1x8x6PK	1310
DOLMIO TOMATO BASIL SAUCE	2x1x2.27KG	525
BELFFLES BELGIN WAFFL-SI-60371	1x40x110G	312

MANDARIN SEGMNTS IN LGHT SYRUP	6x1x800G	617.24
SANTA MARIA TORT WRAP 10IN	1x5x10PK	1514
EVFAV PORK SAUSAGE 12S\$	1x1x120PK	681
EVFAV MEDIUM EGG NOODLES\$	1x1x3KG	952
EVFAV SELF RAISING FLOUR\$	6x1x1.5KG	856.78
MORNFLAKE SUPERFAST OATS 3KG	4x1x3KG	590.25
CHOC FLAV MILK UHT	1x27x200ML	924
SANTA MARIA TORT CHIPS SALTED	1x12x475G	425
EVFAV MATURE WHITE CHEDD\$	1x1x4.75KG	259
EVFAV PORK BEEF SAUS JUMBO 4S\$	1x1x40PK	684
MULLER HLTH PEACH YOG	1x12x110G	2359
MCCN LATTICE FRIES SPICY\$	4x1x2KG	454.75
FROZEN YOGURT RASPBERRY CARTON	1x60x80ML	667
CHCAGO TWN TKWY STF CRST 4CHS\$	1x8x630G	253
BIRDS ANGEL DELIGHT STRAWBRRY\$	12x1x600G	135.64
EVFAV BABY CARROTS\$	4x1x2.5KG	544.25
FSD CHK BRST FIL 200-230G\$	2x1x5KG	115
EVFAV TUNA CHUNKS IN BRINE..\$	6x1x1880G	112.37
MARINATED SLICED THIGH TIKKA	1x2x2.25KG	265
UNCLE BEN SWEET & SOUR SAUCE	2x1x2.43KG	368
T&L ICING SUGAR..	4x1x3KG	323
TWISTERS FRIES SEASONED LW	4x1x2.5KG	378.75
EVFAV LGHT MAYO FREE RANGE\$	1x1x5LTRPK	814
PINEAPPLE SLICE JUIC\$	6x1x825GCAN	532.02
EVFAV BREADED CHICKEN NUGGS-SI	4x1x2.5KG	132.25
COOLDELIGHT RASPBERRY MOUSSE S	1x2x35X40G	376
MCDGAL STRWB VEG JELLY CRYSTL\$	2x1x3.5KG	324
EVFAV P BKD WTE BAGT 28CM\$	1x30x137G	897
MSC BRDD HADDOCK FLT 110-140G\$	1x24x110-140	342
EVFAV DICED CARROTS 10MM P/L\$	4x1x2.5KG	538.25
EVFAV MLD WHITE CHEDDAR BLOCK\$	1x1x4.75KG	205
BIRDS ANGEL DELIGHT CHOCOLATE\$	12x1x600G	116.65
BEECHDEAN BELGUIM WAFFLES.	1x6x8X55G	510
REDUCE SUG RAINBOW VNLLA FROST	1x1x5KG	293
QUORN FILLETS CATERING\$	5x1x2KG	68.8
MCCAIN WEDGE FRIES SPICY\$	4x1x2.5KG	293.75
CORONET CREAM CRACKERS\$	1x1x150PK	335
MOO CHOCOLATE 1LTR	1x10x1LTR	590
CKED STRKY BACON SMK/FLAV\$-SI-	6x1x500G	123.71
MARINATED SLICED THIGH - BBQ	1x2x2.25KG	221
COOLDELIGHT VEG MOUSSE CHOC&VA	1x1x60EA	631
EVFAV LGHT MAYO FREE RNG 2.5L\$	1x1x2.5LTRP	1115
UNSMOKED BACON MEDALLIONS 23G.	1x1x14EA	122
EVFAV PLAIN OMLETTE 100G\$	1x1x24X100G	467
CORONET MILD CHEDDAR PORTIONS\$	1x1x50X20G	635
MULLER FROMAGE FRAIS LIT STARS	1x36x45G	776
FLAV MLK UHT SBERRY PRITCH	1x27x200ML	576
WAFER THIN HAM 80 PERCENT	6x1x400G	378.29
EVFAV PEAS\$	4x1x2.5KG	254.75
BEECHDEAN BELGUIM WAFFLES	1x6x8X55G	418

CHICAGO TWN TKWY SCRST PEPPRN\$	1x8x645G	172
SEMI SKIMMED MILK BOTTLE	4x1x2LTR	798.5
MACPHIE BECHAMEL BUTTER SAUCE	12x1x1LTR	98.84
T&L DEMERARA SUGAR	4x1x3KG	197.5
MARINATED SLICED THIGH - ORIGI	1x2x2.25KG	183
HOLLYLAND TEARDROP PLAIN NAAN	1x30x75G	781
VR PLUMTREE CATRING BANGERS 8S	1x2x2.24KG	520
MOO STRAWBERRY 1LTR	1x10x1LTR	451
CORONET ASSORTED CHEESE\$	1x1x50X20G	386
COOLDELIGHT STRAWBERRY	1x1x60EA	496
EVFAV GRATED MOZZ CHEDDAR MIX\$	5x1x1KG	129.6
KENCO REALLY SMOOTH TIN\$	6x1x750G	24.41
GOODNESSME CHICKEN STRIPS 12MM	5x1x2KG	39.6
EVFAV SML BRD HAD FLT110-140G\$	1x24x110-140	242
EVFAV 4INCH SAUSGE ROLL UNBKD\$	1x48x80G	359
PEACH SLICES IN JUICE 411G.	12x1x410G	330.12
ENJAYS AMERICN PANCK 4.5-36007	1x2x60PK	216
FLTCH THICK SLCD WHT FLTCH	1x8x800G	498
EVFAV BARBEQUE SAUCE\$	2x1x2.27LTR	345
ORANGE & MANGO FRT ICE SMTHIE	1x60x80ML	279
MACPHIE CHEDDAR CHEESE SAUCE	12x1x1LTR	71.53
EVFAV 8INCH SAUSAG ROLL UNBKD\$	1x40x160G	251
EVFAV SUGR RNG DOUGHNT 1 X 10\$	1x6x10X60G	328
YOUNGS MSC ULTIMTE FISH CAKES\$	1x50x60G	157.94
RT TIKKA TASTIC CHICK STRIPS	1x2x2.5KG	58
EVFAV SAUSAGES 8S\$	1x1x80PK	338
MVALE CHICKEN MEAT COOKED	4x1x2.5KG	47.5
MULLER MINI BLACKCURANT CORNER	6x1x8X95G	262.07
RAW PORK LOIN STEAK 57G	1x1x3KG	108
EVFAV HOTDG ROL SIDE SLCD 6IN\$	1x4x12PK	617
EVFAV GARLC &HERB SLC 125-135\$	1x135x30GEA	254
HARRY RAMS JNR MSC SALMON	1x1x3KG	126
PRITCHITT BANANA FLAV UHT MIL	1x27x200ML	349
QUORN MINCE CATERING\$	10x1x1KG	42.4
BOESON TRENWAX SPRAY	1x6x500ML	72
FLORA ORIGINAL PORTIONS\$	1x100x10G	391
EVFAV TOMATO KETCHUP 4.5KG\$	2x1x4.5KG	214.5
MCDUGAL ORNG VEG JEL CRY\$	2x1x3.5KG	155.5
QMS RAW BEEF BURGER GF 60G	1x50x60G	167
KNOR GRAVY GRAN POULTRY 25 L	1x1x2KG	239
RT RAW CHICKEN BREAST FLT PTN	1x61x57G	105
EVFAV MACARONI\$	4x1x3KG	181.25
MALTED WHEAT HALF BAGUETTE	1x1x40PK	234
T&L CASTER SUGAR 10K BAG-SI-	1x1x10KG	161
KNOR PATAKS BUTR CHICKN PASTE\$	4x1x1.1KG	93.75
SCHULSTAD 6.5IN SWT FNGER ROLL	1x1x48PK	413
BOSTON BAKE MEATLOAF	1x8x500G	107
COOKD ROAST CHICKEN STRIPS	1x2x2.5KG	47
EVFAV GRATED MOZZ CHED MIX RT\$	10x1x1KG	40.6
BAKED JAM DOUGHNUTS	1x40x48G	236

MCD BLKCURRANT JELLY CRYSTALS\$	2x1x3.5KG	114.5
KARA THE CLASSIC DELI ROLL	1x6x6PK	302
TEN ACRE SWEET & SALTY POPCORN	1x18x28G	307
REDUCE SUG RAINBW CHOC FROSTNG	1x1x5KG	126
EVFAV CUSTARD POWDER.\$	4x1x3.5KG	132.75
ENJAYS AMERICAN PANCAKE 4.5..	1x2x60PK	141
EVFAV SPAGHETTI PASTA\$	4x1x3KG	179
EVFAV MIXED VEGETABLES.\$	4x1x2.5KG	144.25
EVFAV JAM DOUGHNUT 1 X 60 \$	1x6x10PK	200
DR.OTKR SCTBLC MLK CHOC DROP\$	6x1x3KG	34.76
MCCN SPIRAL FRIES SPICY\$	4x1x2KG	143.25
ROSELLE TOPPING..	6x1x1KG	58.04
BANANA MOO 1LTR	1x10x1LTR	255
QUORN PIECES CATERING\$	10x1x1KG	29.1
EVFAV FREE RNGE MED LION EGGS\$	1x60x58G	227
MULLER HEALTHY BALANCE RASPBRY	1x12x110G	721
RSP ORG PNPL RCKT ICELOLLY-SI-	1x30x60ML	402
EVFAV GRT MATR WHT CHED RT\$	10x1x1KG	41
QUORN SWEDISH STYLE BALLS\$	10x1x1KG	29.5
EVFAV FULY BKD BTR CROISSANT \$	1x1x50PK	136
B&B TRIPLE CARAMEL MUFFIN	1x3x12EA	89
EVFAV SAGE ONION STUFF MIX\$	1x1x3KG	245
EVFAV DESICCATD MED COCONUT\$	4x1x2KG	46.25
EVFAV TOMATO AND BASIL SAUCE\$	2x1x2.2LTR	210
CALYPSO PURE ORNGE JUICE CU	1x96x85ML	109
SLICED TURKEY SADDLE 100% 7/10	6x1x500G	74.93
MISSISSIPPI MUFFIN/CAKE MIX	1x1x12.5KG	66
EVFAV MIXED PEPPERS DICED\$	10x1x1KG	77.8
MCD LIME JELLY CRYSTALS\$	2x1x3.5KG	89.5
WHEAT GLUT FREE CHESE VEG BAKE	1x60x57G	99
EVFAV PLAIN WHITE FLOUR\$	6x1x1.5KG	188.27
CARTE DOR RASPBERRY COULIS	6x1x1KG	38.84
EVFAV WEDGES SKIN ON\$	6x1x2.5KG	91.93
VALUMILL SKIM MILK POWDER	1x1x12.5KG	37
KNOR LASAGNE NO PRE COOK\$	1x1x3KG	154
RT RAW CHICKEN BREAST FLT PTN	1x62x80G	49
PROPER CORNISH STEAK SLICE	1x27x170G	100
STEAM COOKD DICED CHICKEN 12MM	4x1x2.5KG	26.5
EVFAV DIGESTIVE\$	1x12x300G	196
SOUTHERN STYLE QUORN BURGER\$	5x1x1KG	48.6
T&L GRANULATED SUGAR	15x1x1KG	81.72
KNOR EGG NOODLES NEST\$	1x1x3KG	132
DRIED SULTANAS\$	4x1x3KG	28.5
EVFAV WHOLE GLACE CHERRIES\$	6x1x1KG	47.16
EVFAV TRICOLORE FUSILLI\$	4x1x3KG	80.75
CORONET TOMATO KETCHUP\$	1x200xPTN	396
MCDUGALLS PLAIN SPONGE MIX\$	4x1x3.5KG	62.75
EVFAV PORK SAUSAGE 8S\$	1x1x80PK	147
PURE ORANGE JUICE RE SEAL\$	1x12x1LTR	131
6 INCH WHITE SUB ROLLS	1x40x85G	151

DOLMIO SPICY ARRABIATTA SAUCE	2x1x2.23KG	99.5
EVFAV SWEET AND SOUR SAUCE\$	2x1x2.2LTR	147.5
FLETCHRS BRD MED SLC WHITE	1x8x800G	227
BIRDS ANGEL DELIGHT BUTTERSCO\$	12x1x600G	28.61
ORANGE REFRESHER ICE LOLLY	1x30x70ML	255
EVFAV BAT HAD FLT SKN BND BIB\$	1x35x110-140	63
BUTTER CREPES 20CM	1x4x25PK	97
WALKERS VARIETY BOX 40 X 25G	1x40x25G	236
CLDELGHT VEG MOUS STRWB VANIL	1x60x90ML	177
PHASE SPREAD DAWN\$	1x1x12.5KG	64
MARQUISE ROASTING POTATOES	4x1x2.5KG	98.5
RT RAW SWT CHILI CHKN BRST FLT	1x40x85G	60
KELLOGGS RICE KRISPIES\$	1x4x400G	155
KERRYMAID BURGER SLICES	8x1x1.4KG	30.83
TETLEY 1 CUP TEA BAGS.	2x1x1100BAG	39.5
DR OETKER VANILLA FLAVOURING	6x1x500ML	76.51
EVFAV ESY COOK LNG GRAIN RICE\$	1x1x5KG	208
TRADITIONAL ENG PANCAKES 6INCH	1x12x10PK	92
CHEF WILLIAM GRANULTED GARLIC\$	6x1x500G	32.43
SLICED PEPPERONI	9x1x1KG	22.22
MULLER VIT THICK CRMY YOG MIX	1x12x110G	465
MCCN POTATO DICED CNTRY STYLE\$	6x1x2.27KG	59.18
DOONYS MIXD RING DOUGHNUTS	1x1x60PK	36
COOLDELGHT LEMN MOUSS SLC 40G	1x2x35X40G	91
SLICED CHICKEN 18/20SLC	6x1x400G	97.29
GREEN GIANT NIBLETS	1x12x340G	138
JUS ROL PUFF PASTRY 5IN SQUARE	1x96x5INCH	136
TRADITIONAL CRUMPETS	1x1x96PK	117
EVFAV FALAFEL 25G\$	1x1x60PK	124
SLICED BEEF 6X500G	6x1x500G	38.92
RICE PUDDING SKIMMED MILK	6x1x2.61KG	51.94
BATTERED CHICKEN BITES.	10x1x1KG	19.7
EVFAV HOTDOG RLL TOP SLCD 6IN\$	1x4x12PTN	259
MILK CHOC FLAV FILL DONUT	1x6x10X76G	102
EVFAV SLICED BEETROOT IN WATR\$	1x6x800G	213
TROPICANA SMOOTH ORANGE	1x48x250ML	63
EMPIRE PRK BRATWRST HOTDOG 60G	15x1x9X60G	18.54
EVFAV WEDGES SEASONED\$	4x1x2.5KG	73.25
UNCLE BEN BALTI COKING SC TUB	2x1x2.24KG	80.5
MCD WHITE CHOC CHIPS	1x1x1.1KG	118
EVFAV ORIENTAL MIX\$	10x1x1KG	49
EVFAV SELF RAISING FLOUR 16KG\$	1x1x16KG	105
RASP RIPPLE ICE CREAM SUNDAE	1x12x200ML	177
QUORN SOUTHERN FRIED BITES\$	5x1x2KG	17.8
CAFE RANGE PADDY&SCOTT FT FILT	1x50x60G	28
EVFAV BUTTER CRISSANT RTB 55G\$	1x70x55G	66
COOKED SLICED WILTSHIRE HAM.	15x1x500G	19.82
THAI COCONUT MILK	12x1x400ML	91.69
JELLYSQUEEZE STRAWBERRY	1x16x95G	184
COUNTRY VEGETABLE BAKE	1x60x50G	56

EVFAV LAMB MINCED IQF\$	4x1x2.5KG	21.25
AUNT BESSIE YRK PUD BKD 2.5IN	1x4x25PK	184
MCCAIN POTATO WEDGES\$	4x1x2.5KG	81.5
EVFAV TUNA CHUNKS IN BRINE\$	1x24x400G	22
BIRDS ICE CREAM POWDER MIX\$	2x1x3KG	30.5
CALYPSO PURE APPLE JUICE	1x96x85ML	72
CORONET MINI PK ASSORT BISCUIT\$	1x100x1PK	119
RT RAW BBQ CHICKEN BRST FILLET	1x40x85G	45
FLETCHR BRD THK SLD WMEAL	1x8x800G	160
LEMON SENSATION	1x1x12.5KG	30
FRUIT COCKTAIL IN JUICE.	6x1x820G	73.49
MCD MINI MARSHMALLOWS	1x1x450G	200
STRAWBERRIES & CREAM SENSATION	1x1x12.5KG	26
WHITE PAPR MUFFN CASES 51X44MM	1x1x480PK	123
COLA ICE LOLLY	1x30x70ML	212
EVFAV SALTED BUTTER 250G\$	40x1x250G	15
EVFAV BEEF BURGER 2OZ 100%\$	1x48x57G	60
YNGS SMALL C/SHOP COD FILLETS\$	1x1x24X100G	57
HOLLYLAND MIN GRLC&CORNDR NAAN	1x100x35G	98
MSC RYL GLND PRWN 275-375	5x1x1.8KG	9
CORONET REAL MAYO PRTNS M\$	1x1x200PK	144
CALDER CHCKN BACN SWETCRN FILL	1x1x1KG	188
PRPR CRNISH BACN N CHSE T/OVER	1x30x130G	48
8 INCH PLAIN FLOUR TORTILLAS	1x10x10EA	75
MCCAINS CLASSIC HASH BRWNS\$	8x1x1KG	66.78
DALOON VEGETABLE FINGERS 28G	1x1x50PK	220
MISSISSIPPI CHOCOLATE MUFFIN/C	1x1x12.5KG	27
MSC YOUNGS GF FISH FINGERS\$	12x1x30EA	12.61
KNORR BECHAMEL SAUCE\$	3x1x5LTR	48.54
DUERRS MIXED FRUIT JAM TUB	2x1x3KG	96
EVFAV ENGLISH WHITE MUFFIN\$	1x8x6PK	91

Appendix B

Food Additives to be avoided

Shropshire Council has developed a list of additives to be avoided in its school meals menus as shown below. The 13 additives highlighted **MUST NOT** be used in any of the products supplied under this arrangement. **If your products contain any of the 13 additives your tender you will be excluded.**

<p><u>Colours</u></p> <p>E102 Tartrazine</p> <p>E104 Quinoline Yellow</p> <p>E1.10 Sunset Yellow FCF (Orange Yellow S)</p> <p>E122 Carmoisine (Azorubine)</p> <p>E123 Amaranth</p> <p>E124 Ponceau 4R (Cochineal Red A, Brilliant Scarlet 4R)</p> <p>E127 Erythrosine B5</p> <p>E128 Red 2G</p> <p>E129 Allura Red AC</p> <p>E131 Patent Blue V</p> <p>E132 Indigo Carmine (Indigotine)</p> <p>E133 Brilliant Blue FCF</p> <p>E142 Green S</p> <p>E150 Caramel (a) (b) (c) (d)</p> <p>E151 Black PN (Brilliant Black BN)</p> <p>E153 Carbon Black (Vegetable Carbon)</p> <p>E154 Brown FK (Kipper Brown)</p> <p>E155 Brown HT (Chocolate Brown HT)</p> <p>E161(g) Canthaxanthin</p> <p>E173 Aluminium</p> <p>E180 Pigment Rubine (Lithol Rubine BK)</p> <p><u>Flavour Enhancers</u></p> <p>E621 Monosodium glutamate (MSG)</p> <p>E622 Monopotassium glutamate (MPG)</p> <p>E635 Disodium 5-ribonucleotide</p> <p><u>Sweeteners</u></p> <p>E950 Acesulfame K</p> <p>E951 Aspartame</p> <p>E953 Isomalt</p> <p>E954 Saccharin</p> <p>E965 Maltitol (i), Maltitol (ii), Maltitol syrup</p> <p>E966 Lactitol</p> <p>E967 Xylitol</p> <p>Other additives not allowed for infants and young children.</p> <p>E310 Propyl gallate</p> <p>E311 Octyl gallate</p> <p>E312 Dodecyl gallate</p>	<p><u>Preservatives</u></p> <p>E210 Benzoic acid</p> <p>E211 Sodium benzoate</p> <p>E220 Sulphur dioxide</p> <p>E249 Potassium nitrite</p> <p>E250 Sodium nitrite</p> <p>E251 Sodium nitrate</p> <p>E252 Potassium nitrate</p> <p>E282 Calcium propionate</p> <p>Some preservatives, 'The Sulphites', are known to be a problem for asthmatics.</p> <p>E221 Sodium sulphite</p> <p>E222 Sodium hydrogen sulphite</p> <p>E223 Sodium metabisulphite</p> <p>E224 Potassium metabisulphite</p> <p>E226 Calcium sulphite</p> <p>E227 Calcium hydrogen sulphite</p> <p>E228 Potassium hydrogen sulphite</p> <p><u>Anti-oxidants</u></p> <p>E320 Butylated hydroxyanisole (BHA)</p> <p>E321 Butylated hydroxytoluene (BHT)</p> <p><u>Flavourings</u></p> <p>All flavourings unless clearly stated 'Natural' must be avoided. Flavourings do not have E numbers</p> <p>Other additives that can be a problem for asthmatics or aspirin sensitive people.</p> <p>E212 Potassium benzoate</p> <p>E213 Calcium benzoate</p> <p>E214 Ethyl 4-hydroxybenzoate</p> <p>E215 Sodium ethyl 4-hydroxybenzoate</p> <p>E216 Propyl 4-hydroxybenzoate</p> <p>E217 Sodium propyl 4-hydroxybenzoate</p> <p>E218 Methyl 4-hydroxybenzoate</p> <p>E219 Sodium methyl 4-hydroxybenzoate</p> <p>E230 Diphenyl</p> <p>E231 Orthophenyl phenol</p> <p>E232 Sodium orthophenyl phenol</p> <p>E233 Thiabendazole</p> <p>E234 Nisin</p> <p>E235 Natamycin</p>
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RMCS 024

**THE SUPPLY AND DISTRIBUTION OF
GROCERIES & PROVISIONS AND FROZEN
FOODS**

SCHEDULE OF DELIVERY POINTS

**RMCS 024 – THE SUPPLY AND DISTRIBUTION OF GROCERIES & PROVISIONS
AND FROZEN FOODS**

Shropshire Primary Schools	<u>Number on Roll</u>	<u>Number of Deliveries</u>
Belvidere Primary School Tenbury Drive, Telford Estate SHREWSBURY SY2 5YB	225	2
Bicton C E Primary School Bicton Lane, Bicton SHREWSBURY SY3 8EH	143	1
Bishop's Castle Primary School Oak Meadow, BISHOP'S CASTLE SY9 5AY	145	1
Bitterley CE Primary School Bitterley, LUDLOW SY8 3HF	98	1
Bomere Heath CE Primary School SHREWSBURY SY4 3PQ	120	1
Broseley CE Primary School Dark Lane, BROSELEY, Telford TF12 5LW	209	1
Brown Clee CE Primary School Station Road, Ditton Priors, BRIDGNORTH WV16 5SS	120	1
Christ Church CE Primary School Sheinton Road, CRESSAGE SY5 6DH	129	1
Claverley CE Primary School WOLVERHAMPTON WV5 7DT	122	1
Cleobury Mortimer Primary School Love Lane, Cleobury Mortimer, WORCESTER DY14 8PE	239	1
Gobowen Primary School OSWESTRY SY11 3LD	200	1
Greenacres Primary School Rutland, SHREWSBURY SY1 3QG	171	1
Greenfields Primary School Hemsworth Way, Ellesmere Road, SHREWSBURY SY1 2QS	295	2
Harlescott Junior School Featherbed Lane, SHREWSBURY SY1 4QN	346	1
Hinstock Primary School MARKET DRAYTON TF9 2TE	77	2
Holy Trinity C E Primary School Middleton Road, OSWESTRY SY11 2LF	283	1
John Wilkinson Primary School Coalport Road, Broseley, TELFORD TF12 5AN	167	2
Longden CE Primary School Plealey Road, Longden, SHREWSBURY SY5 8EX	98	1
Long Mountain Primary School Worthen, Shrewsbury, SY5 9HT	64	
Ludlow Infants School Sandpits Road, LUDLOW SY8 1HG	186	2
Ludlow Junior School Clee View, LUDLOW SY8 1HX	234	1

Market Drayton Junior School Alexandra Road, MARKET DRAYTON TF9 3HU	331	2
The Meadows Primary School Harlech Road, OSWESTRY SY11 2EA	252	1
Mereside C E Primary School Children's Way, Wenlock Road SHREWSBURY SY2 6LE	225	1
Minsterley Primary School Minsterley, SHREWSBURY SY5 0BE	141	1
Moreton Say CE Primary School MARKET DRAYTON TF9 3RS	65	1
Mount Pleasant Primary School Whitemere Road, SHREWSBURY SY1 3BY	126	1
Much Wenlock Primary School Racecourse Lane, MUCH WENLOCK TF13 6JG	139	2
Newtown CE Primary School WEM SY4 5NU	127	1
Oakmeadow Primary School Bayston Hill, SHREWSBURY SY3 0NU	338	2
Onny Primary School Onibury, Craven Arms, SY7 9AW	55	
Our Lady & St Oswald's Catholic Primary School, Upper Brook Street, OSWESTRY SY11 2TG	138	1
Oxon CE Primary School Racecourse Lane, Bicton Heath, SHREWSBURY SY3 5BJ	349	2
Radbrook Primary School Bank Farm Road, SHREWSBURY SY3 6DU	255	2
St Andrew's CE Primary School Park Lane, SHIFNAL TF11 9HD	293	2
St George's CE Primary School Clun, CRAVEN ARMS SY7 8JQ	70	1
St George's Junior School Woodfield Road, SHREWSBURY SY3 8LU	333	1
St John the Baptist C E Primary School School Road, RUYTON XI TOWNS SY4 1JT	123	1
St Laurence CE Primary School Jockeyfields, LUDLOW SY8 1TP	223	1
St Lawrence CE Primary School Shrewsbury Road, CHURCH STRETTON SY6 6EX	272	2
St Lucia's C E Primary School Upton Magna, SHREWSBURY SY4 4TZ	107	1
St Mary's CE Primary School Shaw Lane, Albrighton, WOLVERHAMPTON WV7 3DS	194	2
St Mary's CE Primary School Dawson's Rough, Shawbury, SHREWSBURY SY4 4PF	144	1
Shrewsbury Cathedral Catholic Primary School New Park Road, Castlefields, SHREWSBURY SY1 2SP	151	1
St Thomas & St Anne's CE Primary School, Hanwood, SHREWSBURY SY5 8JN	112	1
Shifnal Primary School Currier's Lane, Shifnal, TELFORD TF11 8EJ	249	2

Stokesay Primary School Market Street, CRAVEN ARMS SY7 9NW	180	1
Sundorne Infant School Corndon Crescent, Sundorne Road, SHREWSBURY SY1 4LE	221	2
Weston Rhyn Primary School OSWESTRY SY10 7SR	151	1
Whitchurch CE Junior School Salisbury Road, WHITCHURCH SY13 1RX	364	2
Whittington CE Primary School OSWESTRY SY11 4DA	177	1
Woodfield Infant School Woodfield Road, Copthorne, SHREWSBURY SY3 8LU	236	2
Woodside Primary School Gittin Street, Woodside, OSWESTRY SY11 1DT	441	2

Shropshire Secondary Schools	<u>Number on Roll</u>	<u>Number of Deliveries</u>
Belvidere School Crowmere Road, SHREWSBURY SY2 5LA	802	3
The Corbet School Technology College, Baschurch, SHREWSBURY SY4 2AX	712	2
Lacon Childe School Love Lane, CLEOBURY MORTIMER DY14 8PE	534	2
Lakelands School, Sports & Language College Oswestry Road, ELLESMERE SY12 0EA	549	2
The Marches School and Technology College Morda Road, OSWESTRY SY11 2AR	1278	3
Mary Webb School & Science College Pontesbury, SHREWSBURY SY5 0TG	596	1
Meole Brace School Science College Longden Road, SHREWSBURY SY3 9DW	988	3
Sir John Talbot's Technology College Tilstock Road, WHITCHURCH SY13 2BY	625	2

Walsall Schools	<u>Number on Roll</u>	<u>Number of Deliveries</u>
Bentley West Primary School Monmouth Road, WALSALL WS2 0EQ	488	2
Christ Church C E Primary School Harden Road, Leamore WALSALL WS3 1EN	234	2
County Bridge Primary School Anson Road, Walsall, WS2 0DH	243	2
Holy Trinity School Church Street, Clayhanger, Walsall, WS8 7EG	231	2
King Charles Primary School Wilkes Avenue, WALSALL WS2 0JN	254	3

Pelsall Village School Old Town Lane, WALSALL WS3 4NJ	293	3
St James Primary School Great Charles Street, Brownhills, WALSALL WS8 6AE	170	2
Sunshine Infant & Nursery School Blakenhall Lane, Leamore, Walsall, WS3 1HF	181	1
Whetstone Field Primary School Beaufort Way, Aldridge, Walsall, WS9 0HJ	210	2
Whitehall Infant & Nursery School West Bromwich Road, WALSALL WS1 3HS	310	2

Wolverhampton Schools	<u>Number on Roll</u>	<u>Number of Deliveries</u>
East Park Academy Hollington Road, Wolverhampton, WV1 2DS	638	2
Fallings Park Primary Old Fallings Lane, Wolverhampton, WV10 8BN	624	2
Hill Avenue Academy Hill Avenue, Lanesfield, Wolverhampton, WV4 6PY	295	2
Manor Primary School Ettingshall Road, Coseley, WV14 9YQ	477	2
West Park Primary School Devon Road, Wolverhampton, WV1 4BE	365	2
St Patricks Catholic Primary School Graisle Lane, Wolverhampton, WV11 1PG	229	2
St Stephen's Primary School Woden Road, Wolverhampton, WV10 0BB	248	2
Parkfield Primary School Dimmock Street, Parkfield, Wolverhampton, WV4 6HB	210	2
Coppice Performing Arts School Ecclestone Road, Wednesfield, Wolverhampton, WV11 2QE	930	2

Telford Schools	<u>Number on Roll</u>	<u>Number of Deliveries</u>
Muxton Primary School Marshbrook Way, Muxton, TF2 8SA	420	2
Charlton School Severn Drive, Wellington TELFORD TF1 3LE	1175	2

Hereford Schools	<u>Number on Roll</u>	<u>Number of Deliveries</u>
Barrs Court Special School and College Barrs Court Road, Hereford, HR1 1EQ	113	2

Worcester Schools	<u>Number on Roll</u>	<u>Number of Deliveries</u>
Batchley First School Cherry Tree Walk, Batchley, REDDITCH B97 6PD	219	2
The Bewdley School and Sixth Form Centre Stourport Road, BEWDLEY, Worcestershire, DY12 1BL	956	3/4
Catshill Middle School Meadow Road, Bromsgrove, WORCESTER B61 0JW	256	3
Chantry High School Martley, WORCESTER WR6 6QA	714	2
Dyson Perrins CE High School Yates Hay Road, MALVERN, Worcestershire, WR14 1WD	755	2
Hagley RC High School Brake Lane, HAGLEY, Worcestershire, DY8 2XL	1072	2
Hartlebury C E Primary School The Village, Hartlebury, KIDDERMINSTER DY11 7TD	149	2
Ipsley C E RSA Academy Winyates Way, Winyates West, REDDITCH B98 0UB	412	2
King Charles I Secondary School & Sixth Form Centre Lower School, Borrington Road KIDDERMINSTER DY10 3ED	379	2/3
King Charles I Secondary School & Sixth Form Centre Upper School, Comberton Road KIDDERMINSTER DY10 1XA	705	2
Matchborough First School Matchborough Way, REDDITCH, B98 0GD	289	2
The Meadows Sports College Dudley Road East, Oldbury, B69 3BU	141	2
The Orchard School Causeway Green Road, Oldbury, B68 8LD	147	2
Perdiswell Primary School Bilford Road, WORCESTER WR3 8QA	410	2
Perry Wood Primary & Nursery School St. Albans Close, WORCESTER WR5 1PP	414	2
Tenbury C E Primary School Bromyard Road, TENBURY WELLS WR15 8BS	170	2
Webheath First School Academy Downsall Road, Webheath, Redditch, B97 5RJ	297	2

North Wales Schools	<u>Number on Roll</u>	<u>Number of Deliveries</u>
Bryn Elian High School Windsor Drive, Old Colwyn COLWYN BAY LL29 8HU	870	2
Eirias High School Eirias Road, COLWYN BAY LL29 7SP	1526	3
Ysgol Emrys Ap Iwan Faenol Avenue, Abergele CONWY LL22 7HE	1237	3

Cannock Schools	<u>Number on Roll</u>	<u>Number of Deliveries</u>
St Joseph's Catholic Primary School Hill Top, Cannock, WS12 1DE	213	2
Cardinal Griffin Catholic College Cardinal Way, Stafford Road, Cannock, WS11 4AW	880	2

Shrewsbury Other Catering	<u>Number on Roll</u>	<u>Number of Deliveries</u>
Shirehall Catering Service The Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND	N/A	3
The Gateway Coffee Shop Chester Street, SHREWSBURY, SY1 1NB	N/A	2

(These contracts form part of the Shropshire Council Contract but are not operated by Shire Services)

Community Service Establishments

Elderly Residential - Crowmoor House
Frith Close, Shrewsbury

Elderly D/C - Helena Lane D/C
Helena Lane, Ludlow SY8 2NP

Elderly/Nursing (Residential & Meals on Wheels) - Four Rivers
Bromfield Road, Ludlow SY8 1DU

Elderly D/C & Meals on Wheels - The Meres D/C
Ellesmere House, Trimpley Street, Ellesmere

D/C Physical Disabled - The Grange Centre
Levens Drive, Lancaster Road, Shrewsbury

Residential ALD - Eskdale House
Eskdale Road, Monkmoor, Shrewsbury SY2 5UD

Residential ALD – Kempsfield
Primrose Drive, Sutton Lane, Shrewsbury

D/C ALD - Aquamira
Primrose Drive, Sutton Lane, Shrewsbury

Acton Scott
Wenlock Lodge, Acton Scott, Church Stretton SY6 0DQ

Secret Hills Discovery Centre
School Road, Craven Arms SY7 9RS

Gateway
Chester Street, Shrewsbury SY1 1NB

Abbot's Wood, D/C ALD
Eskdale Road, Shrewsbury SY2 5UA



Tender Response Document

RMCS 024 – SUPPLY & DISTRIBUTION OF GROCERIES, PROVISIONS & FROZEN FOODS

Name of TENDERING
ORGANISATION
(please insert)

BFS Group Limited T/A Bidfood

Please also add your company name to the footer of each page of the returned document

Shropshire Council Tender Response Document

Contract Description/Specification:

A contract for the supply and distribution of groceries, provisions and frozen foods to Shropshire Council for an initial period of 2 years commencing on 18th February 2019 with the option to extend for a further two periods of 2 years (6 years in total). The Council are seeking a sole contractor to supply and distribute groceries, provisions and frozen foods to their establishments (mainly schools) throughout Shropshire and neighbouring areas Worcestershire, Herefordshire, North Wales and West Midlands which are serviced by Shire Services. The Council wishes to consider tenders for the provision of both requirements (groceries, provisions and frozen foods) by a sole contractor.

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/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
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.

Contents

Section	Description	Page
A1	Form of Tender	8
A2	Non-Canvassing Certificate	9
A3	Non-Collusive Tendering Certificate	10
A4	Declaration of Connection with Officers or Elected Members of the Council	11
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	14
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	18
B Part 2 Section 3	Grounds for Discretionary Exclusion	21
Section C	Tender and Pricing Schedule	29

Evaluation Criteria

Tenders will be evaluated on the answers provided in this ‘Tender Response Document’ in the Standard Selection Questionnaire part. 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 B Part 1 – Part 3)

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 competency, 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 Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 3 Section 3	Grounds for Discretionary Exclusion
Section B Part 3 Section 3 Q 3.3	Accreditations
Section B Part 3 Section 3 Q 3.4	Quality Assurance Systems

In relation to discretionary exclusion grounds (section B part 3):-

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.

The Authority reserves the right to reject any organisation from the tender exercise where the tender response contains non-compliances with its stated specification including the **Food Additives to be avoided list shown in Appendix B.**

The Authority reserves the right to reject any organisation from the tender exercise where the tenderer fails to provide prices for the majority of items within the product list

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 1.1	Price – On cost	3 / 30 max marks
Section C / Q 1.2	Price – Price firm period	1 / 10 max marks
Section C / Q 1.3	Price – Settlement terms	1 / 10 max marks
Section C / Q 1.4	Pricing Schedule	35 / 350 max marks
Total for price		400 max marks
Quality 60% (600 marks)		
Section C / Q 2.1	Change of price procedure	2 / 20 max marks
Section C / Q 2.2	Placing Orders	2 / 20 max marks
Section C / Q 2.3	Ordering Timescales	3 / 30 max marks
Section C / Q 2.4a	Delivery – locations	2 / 20 max marks
Section C / Q 2.4b	Delivery - food storage policy	2 / 20 max marks
Section C / Q 2.4c	Delivery timescales	1 / 10 max marks
Section C / Q 2.5	Delivery Fleet	1 / 10 max marks
Section C / Q 2.6	Delivery within rural areas	1 / 10 max marks
Section C / Q 2.7	Delivery	4 / 40 max marks
Section C / Q 2.8	Quality Control Procedures	6 / 60 max marks
Section C / Q 2.9a	Delivery Rate Failure	2 / 20 max marks
Section C / Q 2.9b	Substitute Rate	2 / 20 max marks
Section C / Q 2.10	Payment Procedures	3 / 30 max marks
Section C / Q 2.11	Added Value	6 / 60 max marks
Section C / Q 2.12	Social Value	1 / 10 max marks

Section C / Q 2.13	Handling of complaints	2 / 20 max marks
Section C / Q 2.14	Alternative Organic / Fairtrade options	1 / 10 max marks
Section C / Q 2.15a	Procedure for discontinued product lines	2 / 20 max marks
Section C / Q 2.15b	Products discontinued in last 12 months	1 / 10 max marks
Section C / Q 2.16	Support offered for Food Information for Consumers Regulations	3 / 30 max marks
Section C / Q 2.17	Restrictions	3 / 30 max marks
Section C / Q 2.18a	Client Relationships	2 / 20 max marks
Section C / Q 2.18b	Contact and experience	2 / 20 max marks
Section C / Q 2.18c	Communication	2 / 20 max marks
Section H / Q 2.19	Contract Implementation	4 / 40 max marks
Total for quality		600 max marks

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 for Quality Criteria overall will receive the full 600 marks available for Quality. Other tenders will receive a final mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

Price will be evaluated as follows:

Question 1.1 – The most competitively tendered on cost will receive the maximum mark being **30**. **Less competitive tenders** will receive a % of the mark that represents the difference in cost between that tender and the most competitively priced tender.

Question 1.2 – this will be evaluated by using the 0-10 marking scheme described on pages 6 & 7.

Question 1.3 - this will be evaluated by using the 0-10 marking scheme described on pages 6 & 7.

Question 1.4 – this will be evaluated by using the cost per pack tendered in Section C, question 1.4 'Pricing Schedule' multiplied by the approximate annual usage (based on the usage information contained in the pricing schedule) and totalled to give an overall basket cost: The most competitively priced tender will receive the maximum mark for this question being **350**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

(Please note that the figures are based on current usage and the Council cannot guarantee numbers for future work).

You must provide a price against all products listed on the pricing schedule – if you fail to provide a price for any of the products the highest tendered price received for that product will be inserted and used for evaluation purposes.

The Authority reserves the right to reject any organisation from the tender exercise where the tenderer fails to provide prices for the majority of items within the product list

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for **RMCS 024 – Supply & Delivery of Groceries, Provision & Frozen Foods**

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 supply and delivery of groceries, provisions and frozen foods 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

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Please see signed copy attached as appendix 1.

*Subject to our comments in Appendix 1A.

Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

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

I/We hereby certify that I/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 me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/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 me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Please see signed copy attached as appendix 1.

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:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/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.

I/We also certify that I/We have not done and undertake that I/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.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Please see signed copy attached as appendix 1.

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?

Yes / 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.....
Signed (2)	Status.....
(For and on behalf of))	
Date	

Please see signed copy attached as appendix 1.

SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion


1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors. All sub-contractors are required to complete Part 1 and Part 2¹.**
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

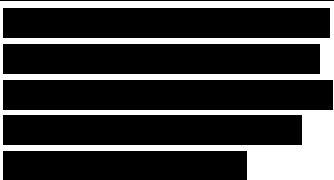
The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

¹ See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	BFS Group Limited T/A Bidfood
1.1(b) – (i)	Registered office address (if applicable)	814 Leigh Road Slough Berkshire SL1 4BD
1.1(b) – (ii)	Registered website address (if applicable)	www.bidfood.co.uk
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	Private Limited Company
1.1(d)	Date of registration in country of origin	22nd May 1929
1.1(e)	Company registration number (if applicable)	239718
1.1(f)	Charity registration number (if applicable)	Not applicable
1.1(g)	Head office DUNS number (if applicable)	212 295 976
1.1(h)	Registered VAT number	GB643994692
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	Our registration number is: 239718
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?	Yes
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.	
1.1(k)	Trading name(s) that will be used if successful in this procurement.	Bidfood
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	N/A
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ₂ ?	No
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	Bid Corporation Limited Correspondence address: Postnet Suite 136, Private Bag X9976, Sandton 2146, South Africa Public Company registered in South Africa Notified on: 6 April 2016 Nature of control - 75% or more
1.1(o)	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 (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	Name - Bidcorp (UK) Limited Address - 814 Leigh Road, Slough, Berkshire, SL1 4BD Registration Number - 03734739 DUNS Number – 212 295 976 VAT Number – GB643994692
1.1(p)	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 (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	Name - Bid Corporation Limited (quoted on the Johannesburg stock exchange) Address - 2nd floor, North Wing, 90 Rivonia Road, Sandton, 2196 Johannesburg, South Africa

Registration Number -
1995/008615/06

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

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?	<p>No</p> <p>If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.</p> <p>If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.</p>																											
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 named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	N/A																											
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	No																											
1.2(b) - (ii)	<p>If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.</p> <p>N/A</p> <table border="1"> <thead> <tr> <th>Name</th> <th></th> <th></th> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Name						Registered address						Trading status						Company registration number					
Name																													
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Trading status																													
Company registration number																													

	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

Contact details and declaration

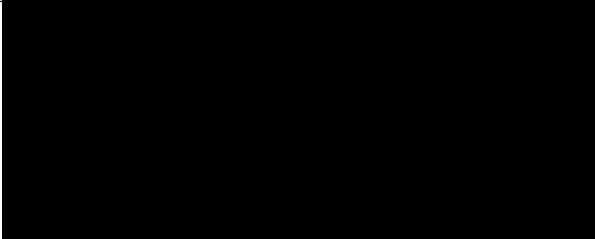
I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	■■■■
1.3(b)	Name of organisation	Bidfood
1.3(c)	Role in organisation	Contracts and Tenders Executive
1.3(d)	Phone number	0370 3663 100
1.3(e)	E-mail address	contractsteam@bidfood.co.uk
1.3(f)	Postal address	814 Leigh Road, Slough, Berkshire, SL1 4BD
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	09/10/2018

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	No If Yes please provide details at 2.1(b)
	Corruption.	No If Yes please provide details at 2.1(b)
	Fraud.	No If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	No If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	No If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	No If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	N/A
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	N/A

2.3(a)	<p>Regulation 57(3) Has it been established, for your organisation 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>	No
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you 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.	N/A
2.4	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	Yes
2.4(a)	Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures: <ul style="list-style-type: none"> ○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; ○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; ○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; ○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place); ○ to maintain records of personal data processing activities; and ○ to regularly test, assess and evaluate the effectiveness of the above measures. 	[REDACTED]

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

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	No If yes please provide details at 3.2
3.1(b)	Breach of social obligations?	No If yes please provide details at 3.2
3.1(c)	Breach of labour law obligations?	No If yes please provide details at 3.2
3.1(d)	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?	No If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	No If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	No If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	No If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	No If yes please provide details at 3.2
3.1(i)	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?	No If yes please provide details at 3.2
3.1(j)	Please answer the following statements	

		[REDACTED]
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		[REDACTED]
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	Please provide copies of the certificates you have given above or other proof of the qualifications.	
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Part 3: Selection Questions

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	N/A
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	N/A
	(c) 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).	N/A
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation	Bidcorp UK Limited	
Relationship to the Supplier completing these questions	Parent Company	

5.1	Are you able to provide parent company accounts if requested to at a later stage?	No
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	No
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g.	No

	from a bank)?	
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Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contact 1	Contact 2	Contact 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion			

date			
Estimated contract value	██████████	██████████	██████████

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
	N/A

6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>
	N/A

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes ██████████ ████████ ██████████

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8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions	
8.1	Insurance	
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Yes, please see attached appendix 4A and 4B.</p> <p>Employer's (Compulsory) Liability Insurance = £5,Million</p> <p>Public Liability Insurance = £5Million</p> <p>Products Liability = £2,000,000</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	
8.2	Skills and Apprentices 4–	
a.	<p>Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.</p> <p>Please confirm if you will be supporting apprenticeships and skills development through this contract.</p>	Yes
b.	<p>If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?</p>	Yes
c.	<p>Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?</p>	Yes

⁴ Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf

8.3 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	N/A

8.4 – Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	No
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2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	N/A
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8.5 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	Yes
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	N/A

8.6 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor 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. Please confirm your acceptance of this term by ticking the box below



commercial info

SECTION C – TENDER SCHEDULE

1.	Pricing Schedule	Max Marks
1.1	<p>Please confirm below the oncost to be expressed as a percentage to be added to the cost purchase prices of nominated items negotiated separately by the Contracting Authority as detailed in 17.5 of the Instructions for Tendering and Special Terms and Conditions.</p> <p>The tendered oncost must cover all expenses incurred in the warehousing and distribution of goods. A universal oncost must be completed by every tenderer.</p> <p>Please refer to section 17.18 of the Instructions for Tendering and Special Terms and Conditions for information regarding Storage and Delivery.</p> <p><u>TENDERED ONCOST</u></p> <p>16 _____ %</p>	30
1.2	<p>Please indicate how long the prices stated in the pricing schedule (1.4) below are valid for?</p> <p>_____</p>	10

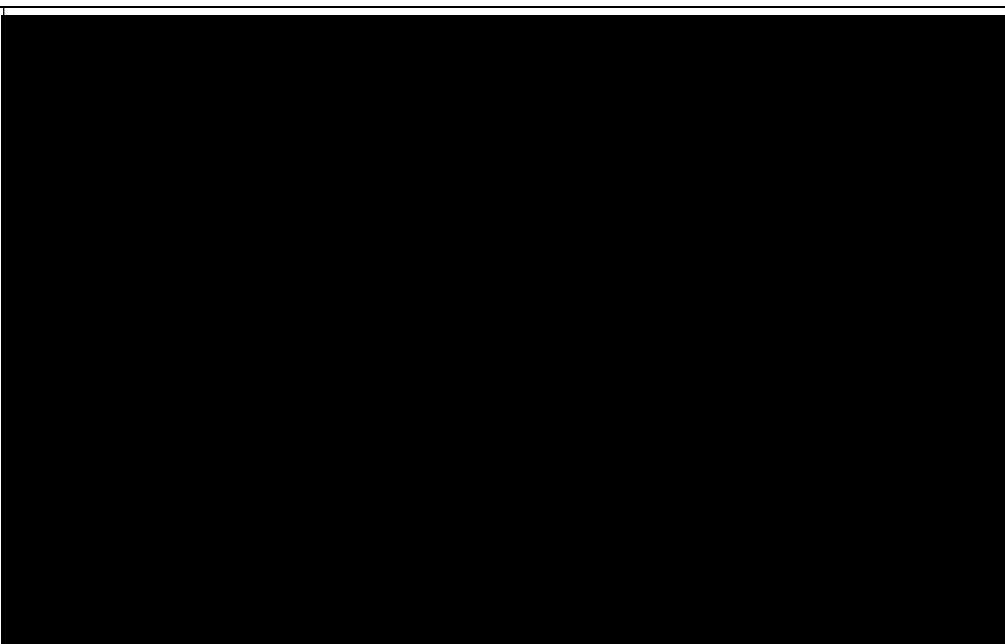


























	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
1.3	Settlement terms (additional discount): [REDACTED] % for payment within [REDACTED] days from invoice date.	10
1.4	Appendix A - Pricing schedule – please complete Appendix A Important - No alternative products should be substituted without the prior written approval of the Authority’s representative	350

*Payment terms and credit limit for all sites (trading and forthcoming) will be subject to a satisfactory credit check satisfactory to Bidfood and the continued availability, at reasonable commercial rates, of credit insurance held by Bidfood with respect to your account.

2.	Tender Specification Response	Max Marks
	Change of price procedure	
2.1	<p>Please detail your company policy and procedure for processing (your) suppliers’ requests for revised prices that you would operate for our contract. How often will price increases be submitted. (Max word count 500)</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	20

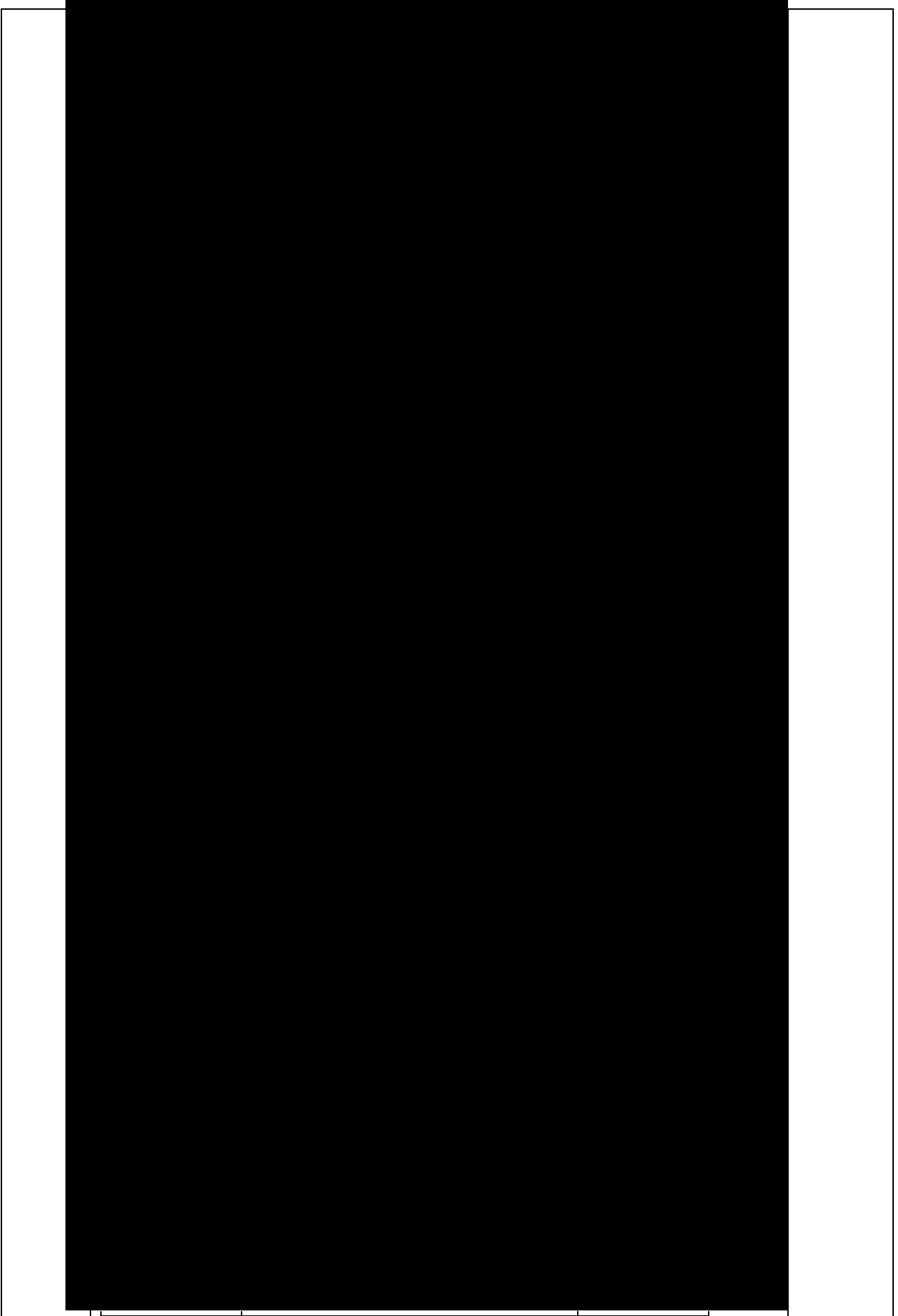
	<p>[Redacted text]</p>	
2.3	<p>Please state what your timescales are with respect to the placing of orders through to delivery of items to each of our individual sites. (Max word count 500)</p> <p>[Redacted text]</p>	30





	Delivery	
2.4a	<p>Please state from which locations our orders will be processed and distributed from?</p> <ul style="list-style-type: none">• Walsall• Wolverhampton• Cannock• Shropshire• Telford• North Wales• Worcester• Hereford <p>(Max word count 500)</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p> <p>[Redacted text]</p>	20

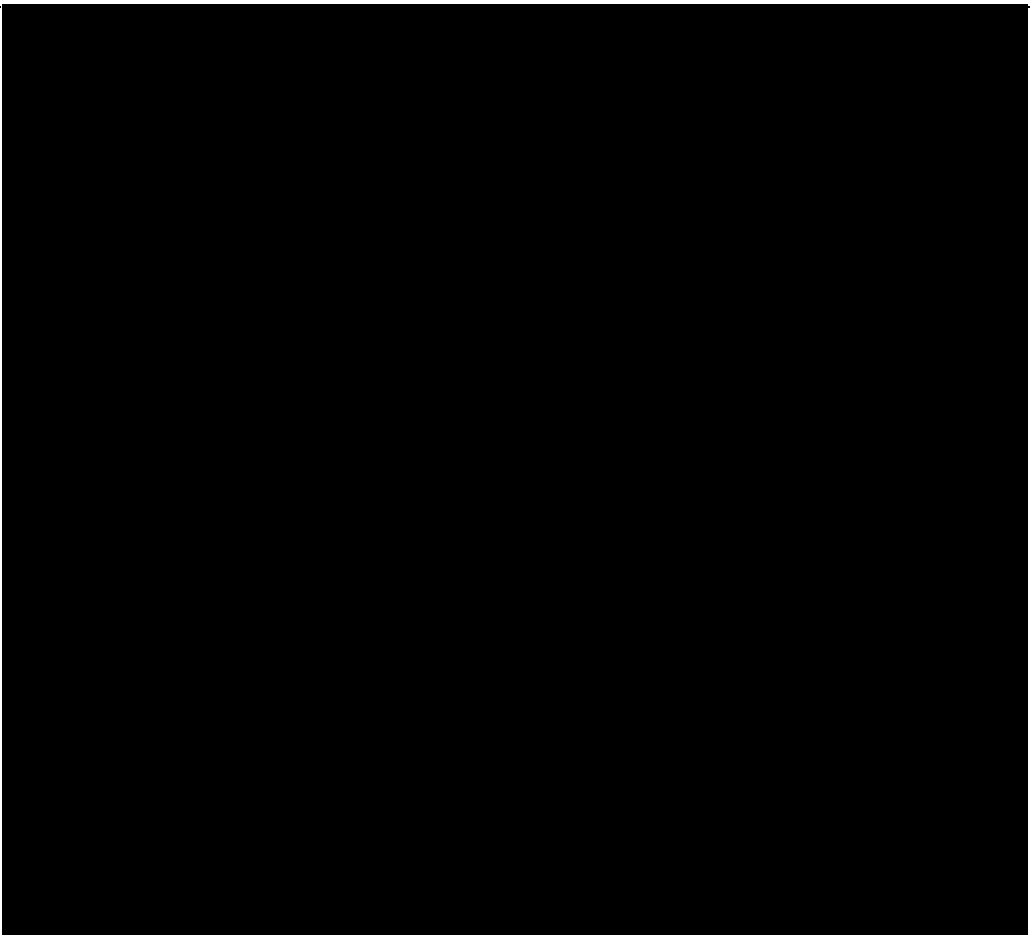
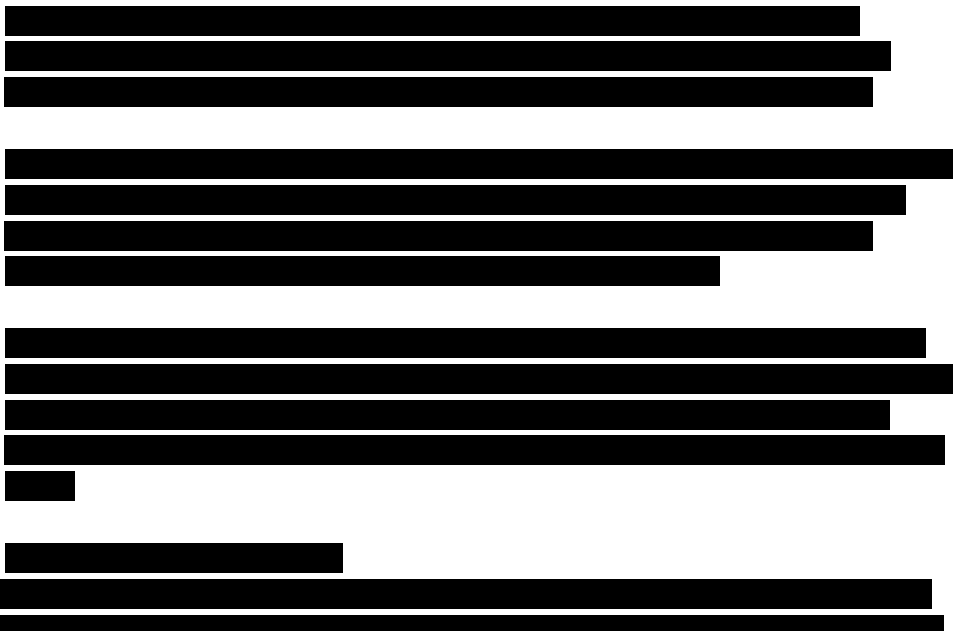
		
2.4c	<p>Please describe how you will be able distribute all nominated lines to all sites within your stated delivery timescales. (Max word count 500)</p> <p> </p> <ul style="list-style-type: none">■ ■ ■  ■  ■    <p>    </p> <p>      </p> <ul style="list-style-type: none">■   	10

	<p>[Redacted text]</p>	
2.7	<p>In relation to the start of the school term each September, it is a requirement that all sites take a delivery within a small window that is no larger than 3 days. Please state how you will manage deliveries in order to achieve this within standard delivery times. (Max word count 500)</p> <p>[Redacted text]</p>	40

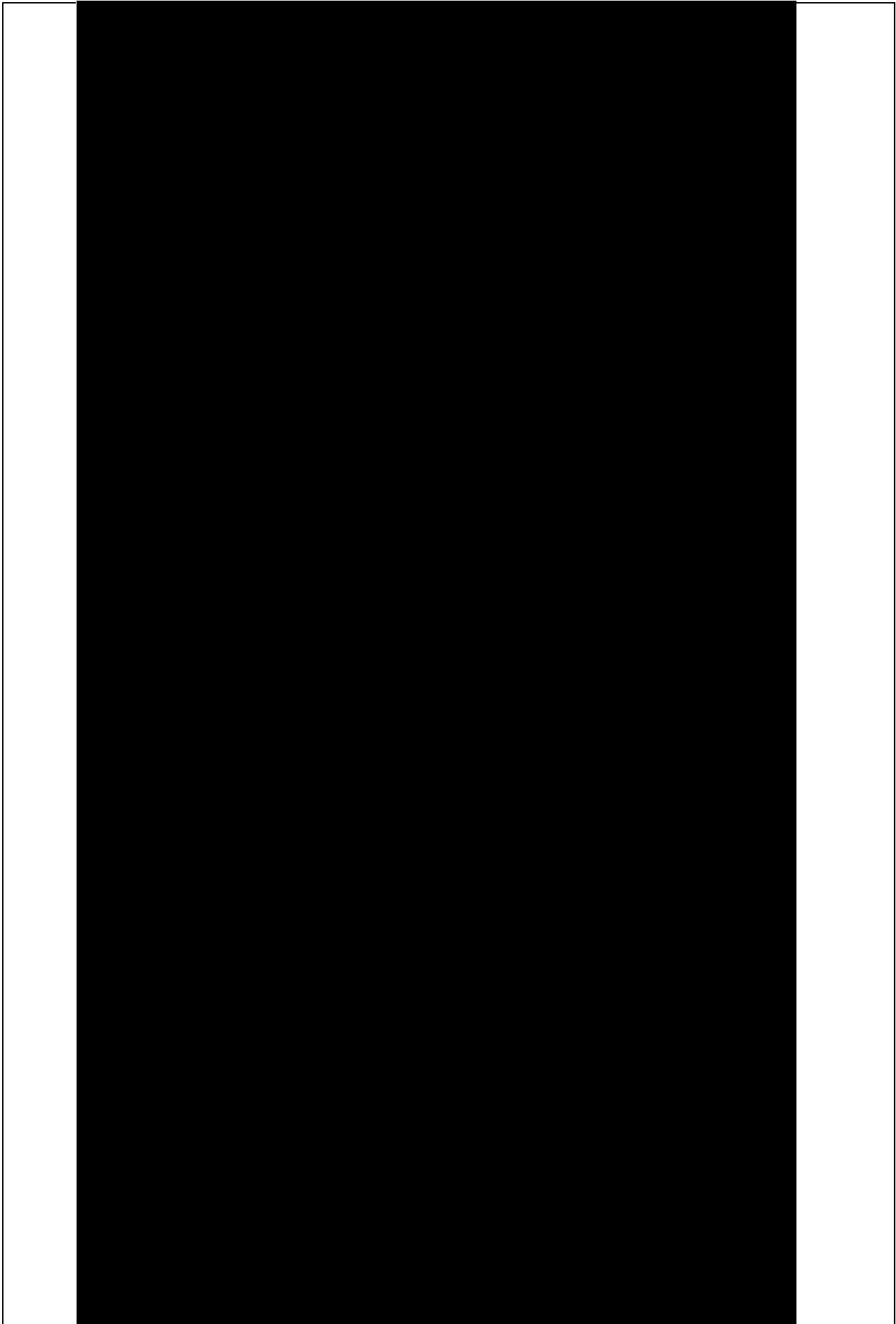
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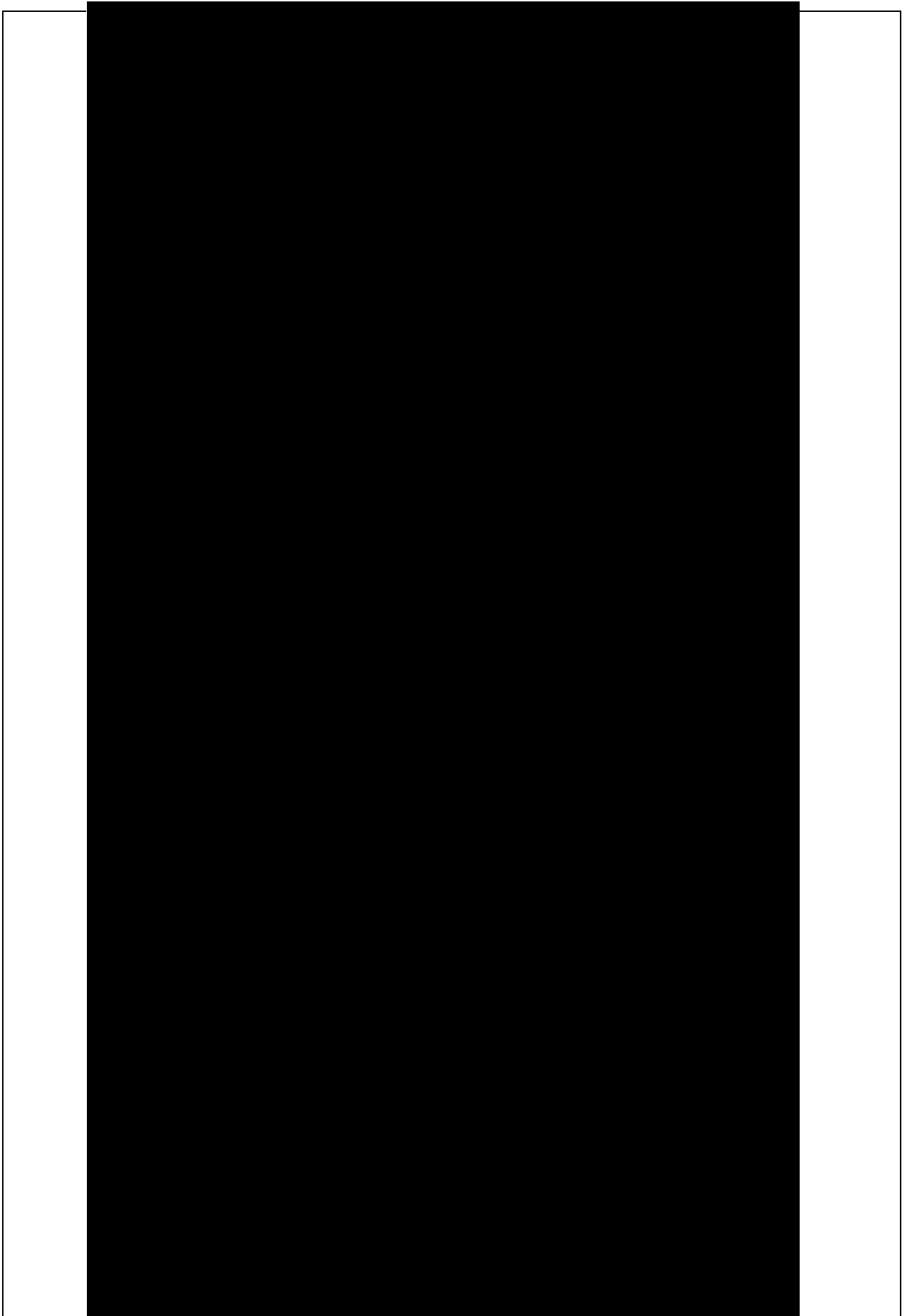


		
2.9	<p>During the 12 month period from September 2017 please indicate your:</p> <p>a) Delivery rate failure</p> <p>b) Substitute rate in place of ordered product (Max word count 500)</p>   	20 20

		
	Payment Procedures	
2.10	<p>Are you able to operate an electronic payment system as stated in point 17.20 of the special terms and conditions? If yes, please give full details of your system to be applied to this contract, to also include provision for the payment of a retrospective rebate in return for prompt payment as stated in your response to question 1.3 above. (Max word count 500)</p> 	30

	<p>[Redacted text]</p>	
	<p>Added Value and Social Value to be provided</p>	
2.11	<p>Please indicate any products or services you provide that may add value to this contract and help enhance the quality of the service we provide to our clients. (Max word count 1000)</p> <p>[Redacted text]</p>	60





	<p>[Redacted text block]</p>	
2.12	<p>Deriving Social Value outcomes from our contracting is important for Shropshire Council. Accordingly please provide details of any economic, environmental or social benefits you will deliver if you are awarded the contract and undertake the required services (Max word count 500)</p> <p>[Redacted text block]</p>	10

	<ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]<ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
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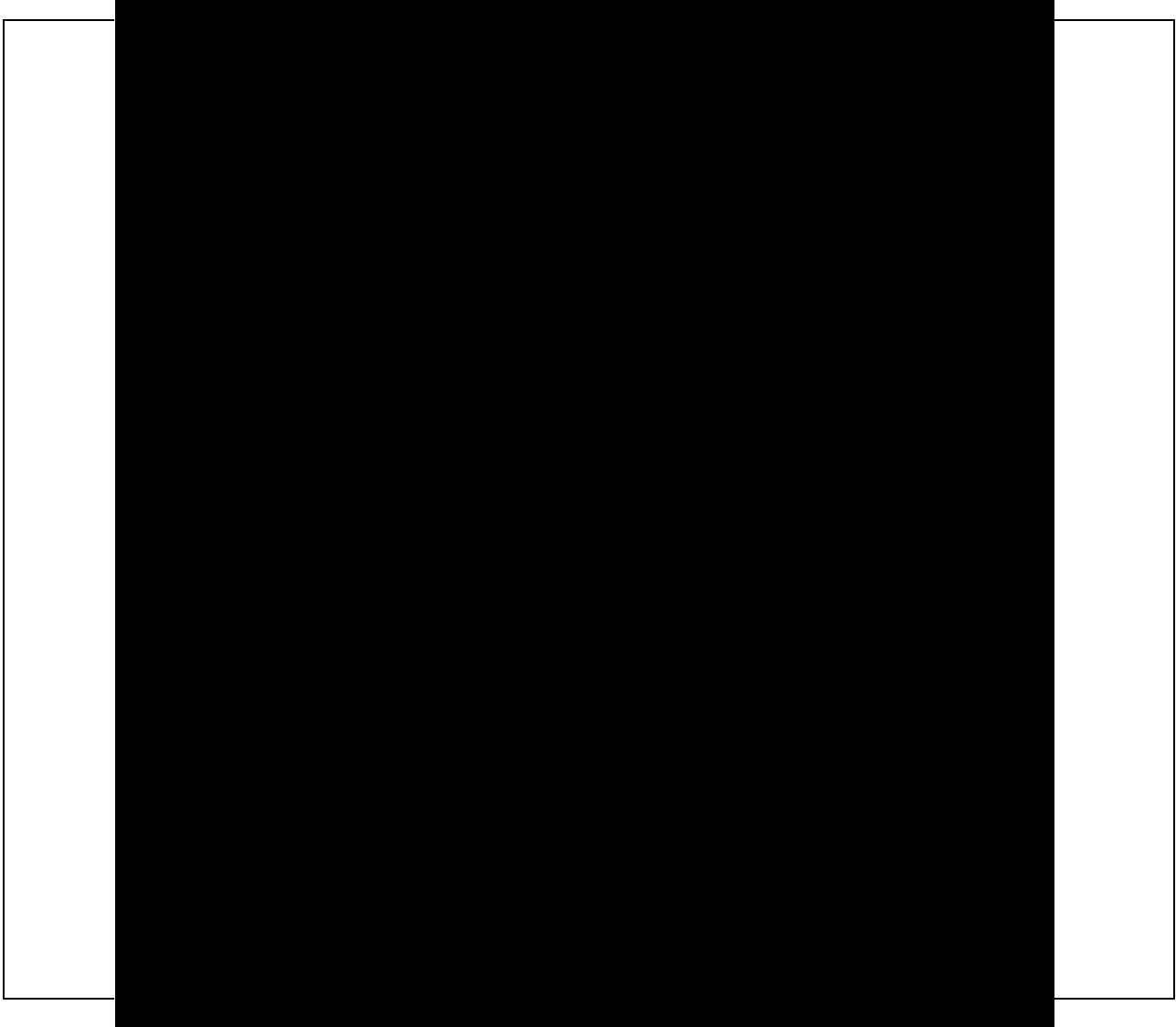
	<p>[Redacted text]</p>	
	<p>Handling of complaints</p>	
2.13	<p>Please detail your company complaints procedure that you would operate for our contract and give examples of how this has been used to satisfactorily resolve any issues that have occurred recently with contracts that you currently hold. (Max word count 500)</p> <p>[Redacted text]</p>	20

	<ul style="list-style-type: none"> █ [REDACTED] 																																											
2.15b	<p>Please confirm how many lines have been discontinued in the last 12 months, provide a list of up to 10 of these lines. (Max word count 500)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <table border="0"> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </table>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	10
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2.16	<p>What support do you offer to assist customers with meeting the obligations of the Food Information for Consumers Regulations (EU FIC). As a minimum information must be available highlighting products which contain any of the 14 major allergens. (Max word count 500)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	30																																										

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<p>2.17</p>	<p>Do you impose any restrictions on:</p> <ul style="list-style-type: none"> a) The number of nominated lines you allow clients to introduce b) Is there a minimum or maximum order quantity you stipulate for nominated lines? c) Is there a requirement for nominated lines to be underwritten by the customer? (Max word count 500) <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>30</p>
	<p>Client Care</p>	
<p>2.18a</p>	<p>Please detail how your company would manage client relationships if you were successful in being awarded this contract. (Max word count 500)</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>20</p>

	<p>[Redacted text]</p>	
2.18c	<p>Please provide information as to how you would communicate with the following groups:-</p> <ul style="list-style-type: none">• Site based catering managers• Area Managers and office based staff <p>(Max word count 500)</p> <p>[Redacted text]</p>	20

	<p>[Redacted text]</p>	
	<p>Contract Implementation</p>	
2.19	<p>This contract is due to commence on the 18th February 2019. Please outline what support you would offer to us and how you would manage the mobilisation of this contract. Please provide a mobilisation plan. (Max word count 500)</p> <p>[Redacted text]</p>	40



personal & commercial info

Bidfood
814 Leigh Road
Slough
SL1 4BD
FAO [REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Emailed to: contractsteam@bidfood.co.uk

Date: 19th November 2018

Dear Bidder

RMCS 024 – SUPPLY AND DISTRIBUTION OF GROCERIES, PROVISIONS & FROZEN FOODS

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations 2015 (the “Regulations”).

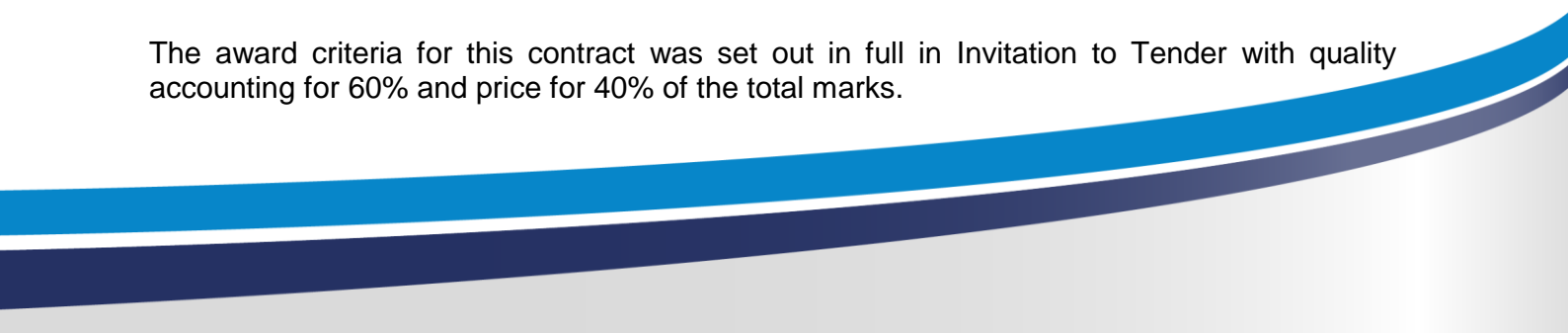
We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed contract as set out in your recent tender.

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 29th November 2018.

[REDACTED]

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 of the contract after the expiry of the standstill period.

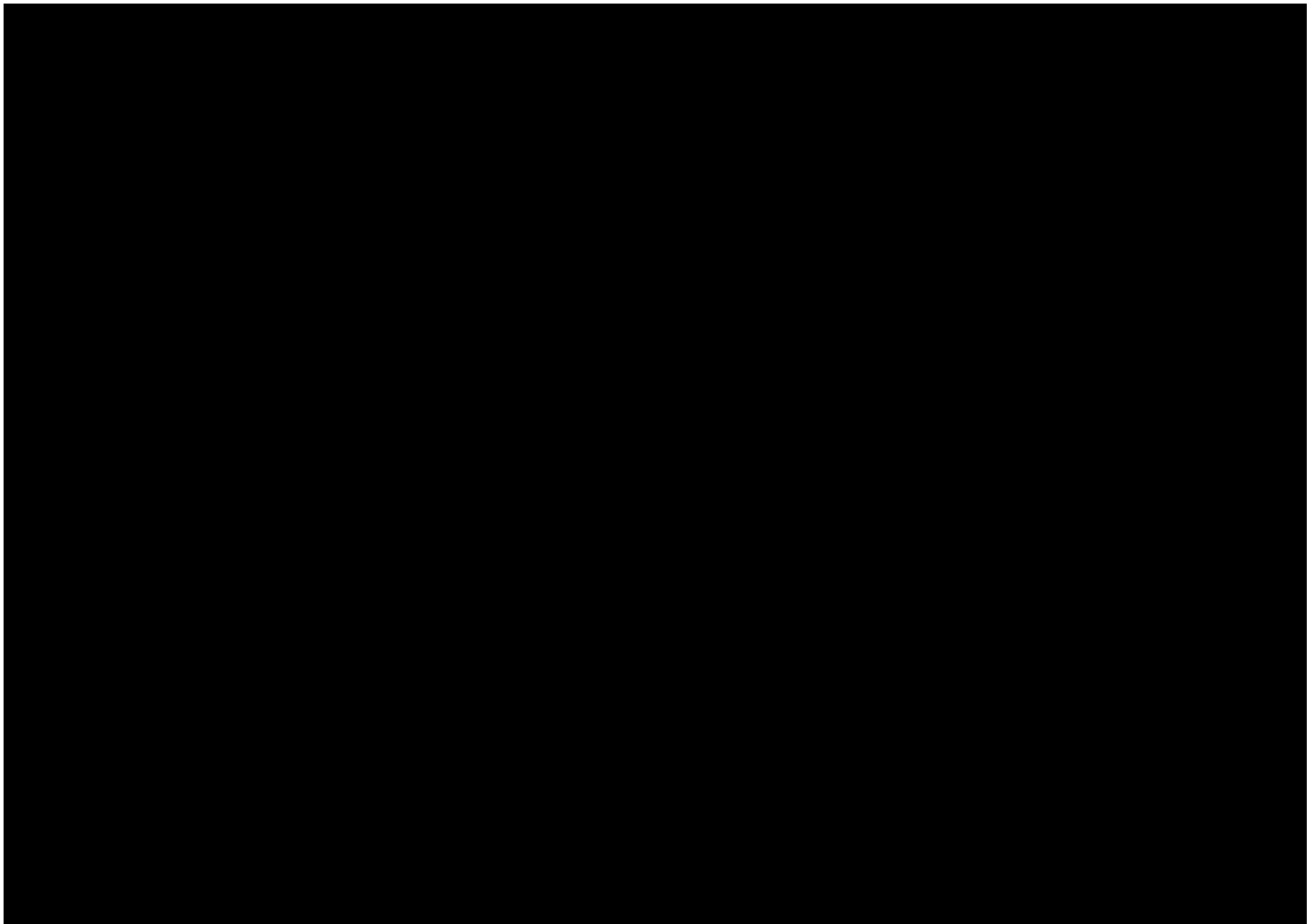
The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 60% and price for 40% of the total marks.

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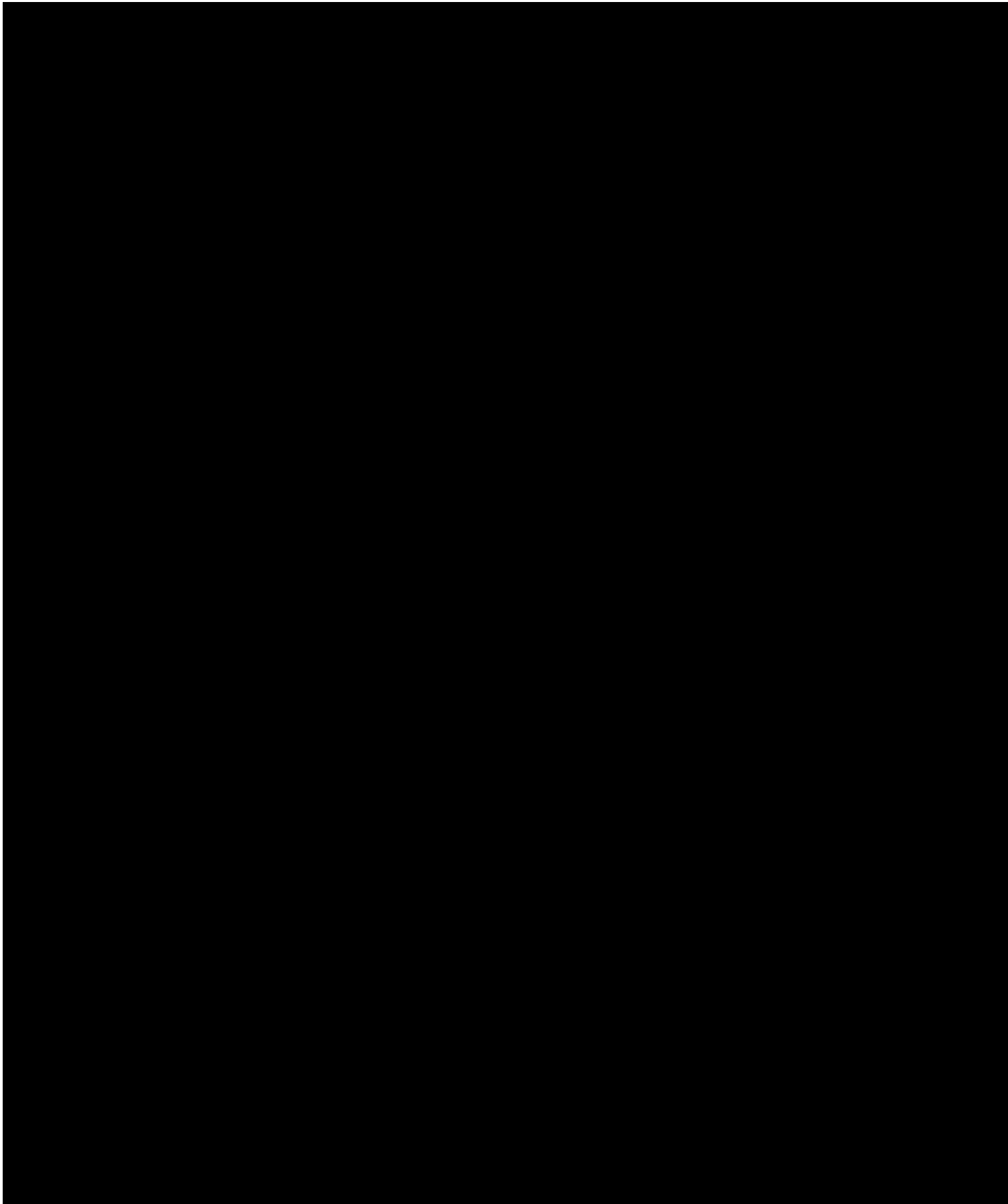
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Your Rank (out of all 3 tenders received)
Price Q 1.1 (out of 30 marks)	■	■
Price Q 1.2 (out 10 of marks)	■	■
Price Q 1.3 (out of 10 marks)	■	■
Price Q 1.4 (out of 350 marks)	■	■
Quality (out of 600 marks)	■	■
Overall	■	■

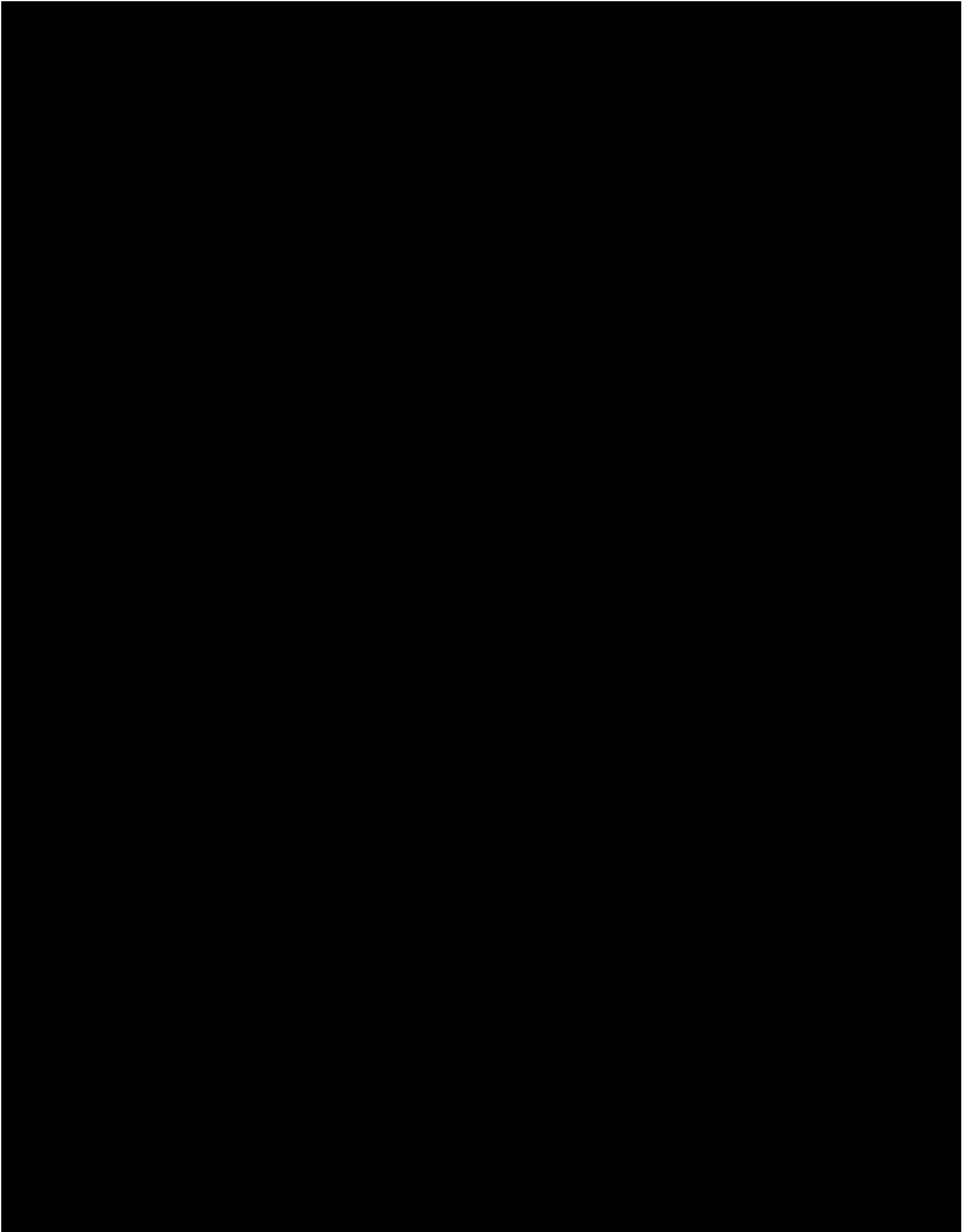
Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows: -



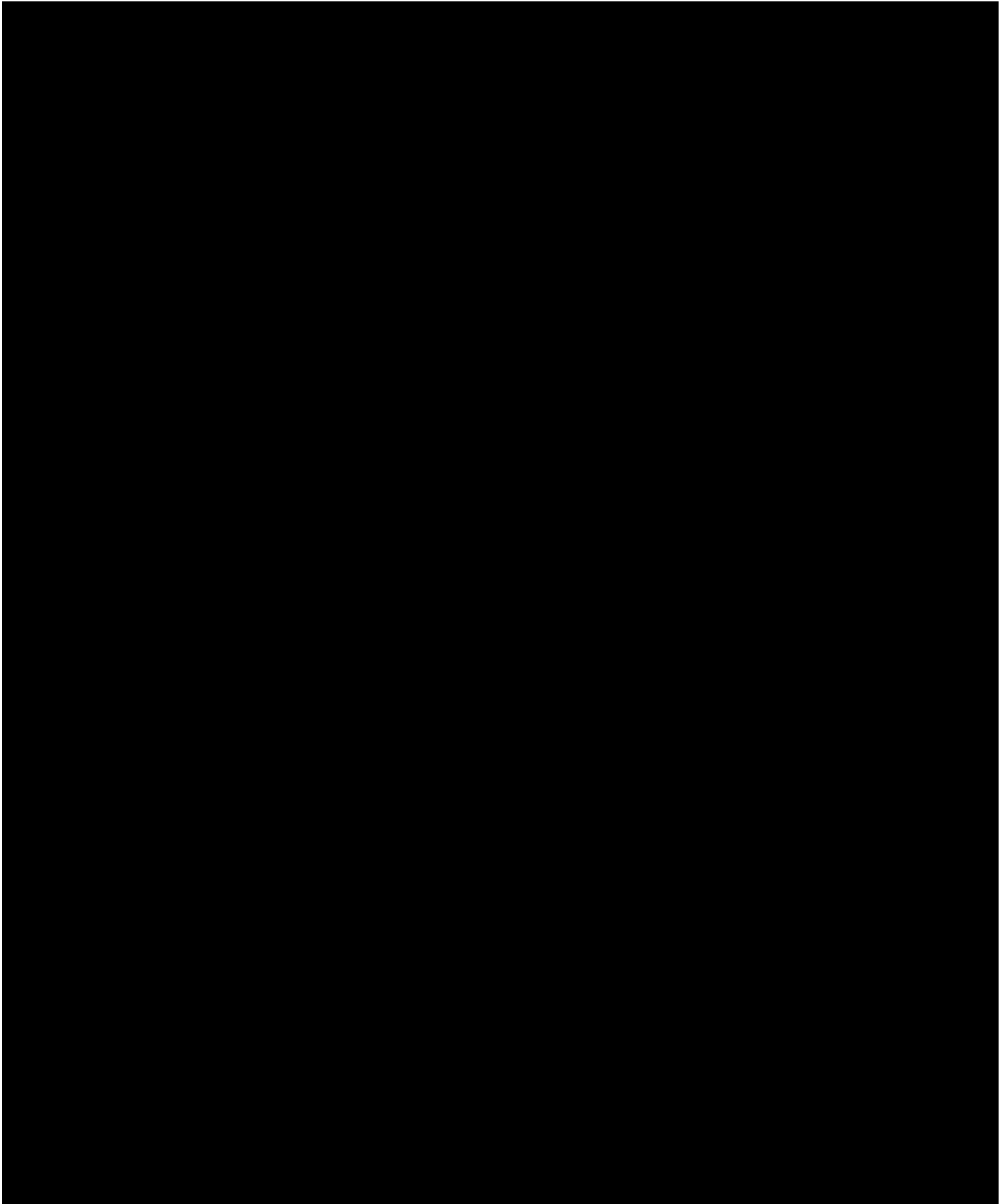
commercial info



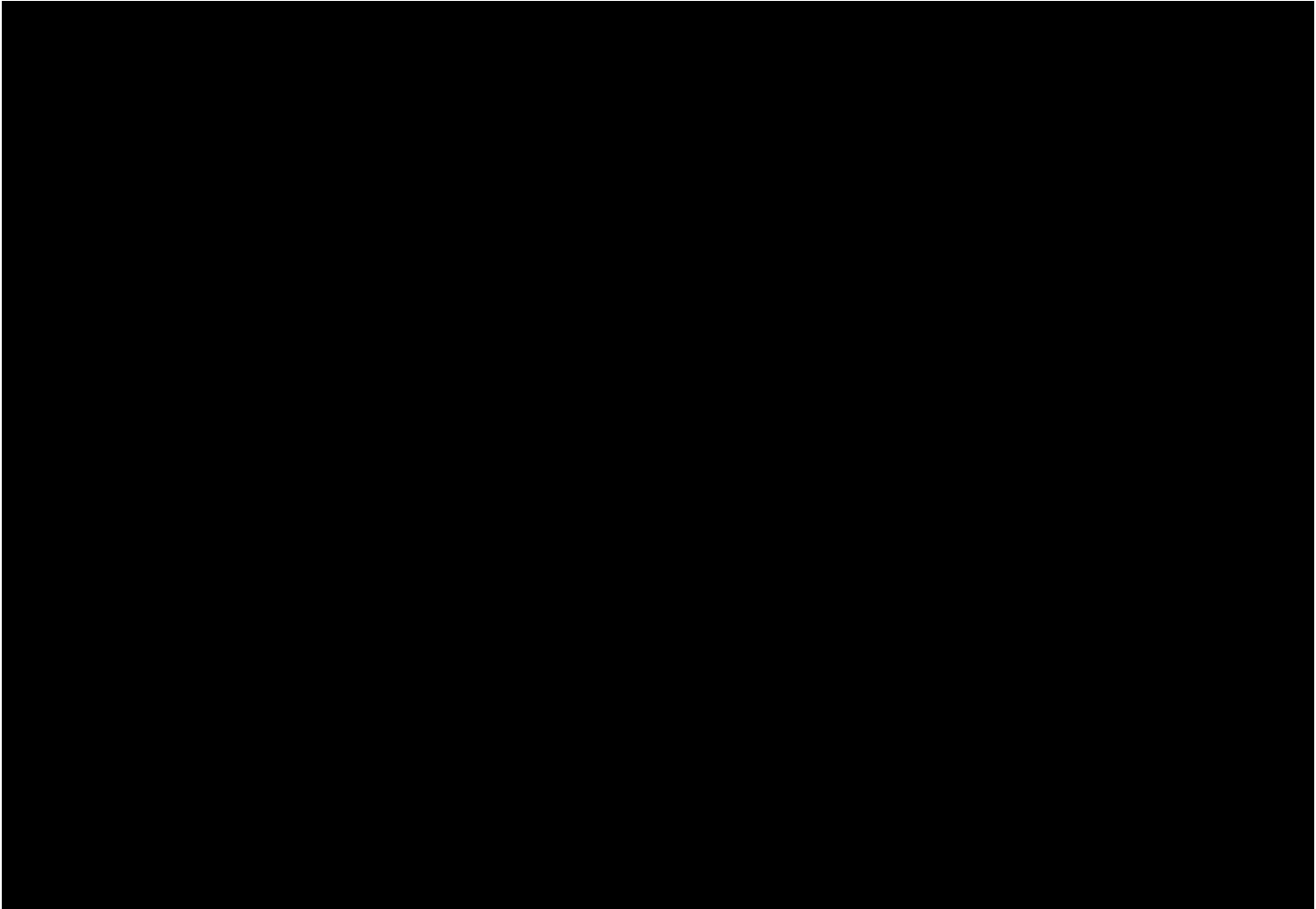
commercial info



commercial info

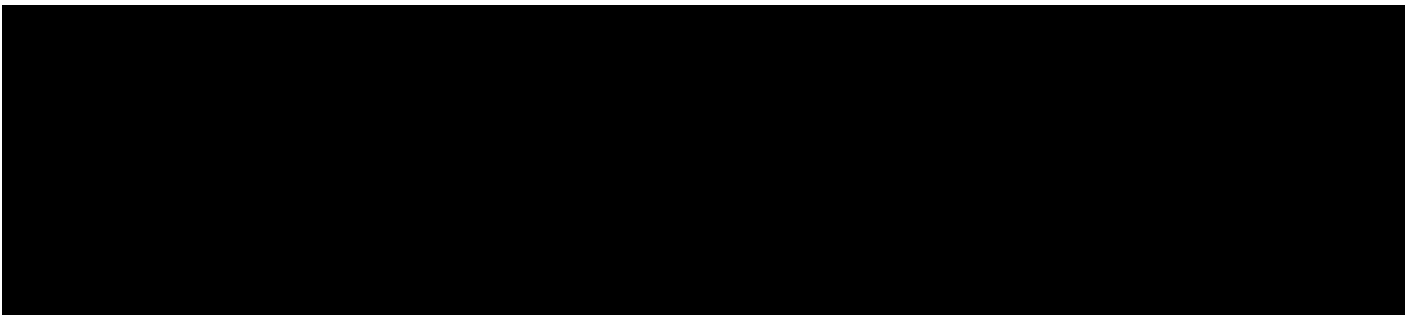


commercial & personal info



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

Yours faithfully



General Manager – Shire Services

Operations Manager – Shire
Services