**SEVENOAKS DISTRICT COUNCIL**

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| Direct Services  Dunbrik Depot  2 Main Road  Sundridge  Sevenoaks Kent TN14 6EP |  |

invitation to TENDER

for

THE SUPPLY OF SINGLE-USE PLASTIC SACKS FOR THE COLLECTION OF HOUSEHOLD MIXED DRY RECYCLATE AND HOUSEHOLD RESIDUAL WASTE FROM KERBSIDE

Including:

Selection Questionnaire Evaluation Criteria

Standard Selection Questionnaire

Specification A (Black Sacks)

Specification B (Clear Sacks)

Form of Tender

Collusive Tendering Certificate

Schedule of Commercially Sensitive Information

General Conditions of Agreement

Directions to Sevenoaks Direct Services

Commencing Wednesday 1st April 2020 to Friday 31st March 2023

with the option to extend the agreement until Monday 31st March 2024

NOTE: Tenders are only invited from firms that both manufacture and supply said plastic household waste sacks.

Closing date for receipt of Tenders is noon on Monday 9th December 2019.

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# SEVENOAKS DISTRICT COUNCIL

## Invitation to Tender for the Supply of Single-Use Plastic Sacks for the Collection of Household Mixed Dry Recycling and Household Residual Waste from Kerbside

## General Information and Instructions for Tendering

### The Council

* 1. The District of Sevenoaks has a population of approximately 117,000 and extends from Swanley in the north to the East Sussex border in the south and from Seal in the east to Westerham in the west.

### Summary of Invitation to Tender

* 1. The District Council of Sevenoaks invites tenders from companies or persons experienced in the manufacture and supply of household waste sacks suitable for kerbside collection. Tenderers' are asked to submit tenders for different sack specifications as outlined herein. Specifications ‘A’ and ‘B’ below are based on the residual waste and recycling sacks currently supplied to the Council. If a Tenderer is unable to manufacture sacks complying with the specified sack properties, tolerances and performance criteria along with an explanation of said variations are to be submitted with the tender. Tenderers may submit for consideration one or more additional tenders based on alternative specifications as well as submitting a compliant tender. Additional tenders may include variations in sack design and packaging but sack quality and performance should not be diminished when tested for compliance with the specified performance criteria.
  2. The Tender will be divided into 2 lots; Lot 1 (which will exactly follow Specification A and Specification B with the inclusion of the A4 gatefold leaflet) and Lot 2 (which will follow Specification A and Specification B, but without the inclusion of the A4 gatefold leaflet). Tenderers can bid for Lot 1 only, Lot 2 only or both Lots 1 & 2. However bids for Lot 1 will only be compared to other bids for Lot 1 and bids for Lot 2 will only be compared to other bids for Lot 2. There will be no comparison of Lots 1 & 2 combined. The successful Bidder will only be selected from either Lot 1 or Lot 2.
  3. The Contract Term shall be from **1st April 2020 to Friday 31st March 2023 (3 years)**, with the option to extend the agreement until **Monday 31st March 2024**
  4. The Council’s current estimated annual requirements are:
     1. Black residual waste sacks, 2.8 million per annum[[1]](#footnote-1); and
     2. Clear mixed dry recycling sacks, 4.2 million per annum.[[2]](#footnote-2)
  5. Sacks will be delivered within **14 days** of receipt of an official order to the stores at the Sevenoaks Direct Services, Dunbrik Depot, Sundridge, Kent TN14 6EP (details at Schedule 9), with at least 48 hours of notice of delivery being given. The deliveries shall only take place between 8.00am and 11.00am Tuesday-Thursday. Deliveries turning up outside of these time windows may be refused and turned away. In addition, if a delivery cannot be safely unloaded at our depot (i.e. due to unsafe stacks), we can refuse the delivery and the costs of rectifying the situation will be borne by the supplier. The Council anticipate **12 to 15 deliveries per year of black sacks** in equal quantities and **20 to 25 deliveries** **per year of clear sacks** in equal quantities.
  6. Persons or companies selected to submit tenders are advised to ensure that they are fully familiar with the nature and extent of the obligations required of them.
  7. Tenderers are required to examine the Specification and General Conditions of Contract for the supply and delivery of household waste sacks at the time, place, quantities and tender price as is set out herein or is ascertained in accordance with the tender and General Conditions of Contract.

NOTE: Tenders are only invited from firms that both manufacture and supply said plastic household waste sacks.

* 1. Should any company, or person, who submits a tender be in doubt as to the interpretation of any part of the tender document, they should submit a question through the Mytenders Portal.

NOTE: There is a deadline for submitting questions which is set as 12:00 noon on Thursday 28th November 2019. Any questions raised after this date will not be answered.

* 1. Every tender received by the Council shall be deemed to have been made subject to the terms and conditions of the tender documents unless the Council shall have previously and expressly agreed in writing to the contrary. Any alternative terms and conditions (which must be submitted in a separate form) offered on behalf of the Tenderer shall, if inconsistent with the terms and conditions of the tender documents, be deemed to have been rejected by the Council unless expressly accepted in writing.
  2. No officer, servant, or agent of the Council has authority to vary or waive any part of the tender documents other than the authorised officer nominated by the Council who shall do so only in writing.

### Tender Timetable

* 1. This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.
  2. The key dates for this procurement are currently anticipated to be as follows:



### Preparation of Tender

* 1. It is the responsibility of the Tenderers to obtain for themselves, at their own expense, all information necessary for the preparation of their tenders.
  2. Information supplied by the Council (whether in their tender documents or otherwise) is supplied for general guidance in the preparation of the tenders and Tenderers’ must satisfy themselves by their own investigation with regard to the accuracy of any such information and no responsibility is accepted by the Council for inaccuracy obtained by Tenderers.
  3. All information supplied by the Council in connection with this invitation to tender shall be regarded as confidential by the Tenderer except such information that may be disclosed for the purpose of obtaining sureties and Tenders necessary for the preparation of the tender.
  4. The tender documents are and shall remain the property of the Council and must be returned upon demand.
  5. Tenders must be submitted for the whole supply as detailed in the Specification and upon the terms set out in the contract. Tenders for part only will be rejected at the Council’s absolute discretion.
  6. The tender should be made on the Forms of Tender incorporated herein. They should be signed by the Tenderer and submitted in the manner and by the date and time stated with:
     1. Standard Selection Questionnaire (SQ)
     2. Anti-Collusion Certificate
     3. Schedule of Commercially Sensitive Information
     4. Samples (to be submitted separately as per instructions in clause 8)
  7. All documents requiring a signature must be signed;
     1. where the Tenderer is an individual, by that individual;
     2. where the Tenderer is a partnership, by two duly authorised partners;
     3. 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 that purpose.
  8. The successful Tenderer will be required to execute a formal agreement and until execution of that agreement the successful Tenderer will be legally bound to the Council provided the Council have first written and accepted the tender and issued an official order. The Tenderer acknowledges that they will enter into the formal agreement within 14 days of its receipt.

### **Clarification questions**

* 1. During the Tender period, Tenderers are able to submit clarification questions to the Council via the Portal. The Portal provides an effective and auditable trail and therefore must be used for all queries and requests for clarification regarding the Procurement. Tenderers' queries will be secure and cannot be seen by any other Tenderers. The Council will publish the questions and the response, in a suitably anonymous form, via the Portal to all Tenderers before the closing date for the receipt of responses.
  2. The Council will endeavour to answer all clarification queries about this ITT, provided that such queries are received by **12:00:00 noon on Thursday 28th November 2019***.*
  3. Tenderers must clearly indicate, when submitting a question, which (if any) part of its question it views as confidential and applicable only to the Tenderer submitting the question. If the Council does not agree that the question is confidential and applicable only to the Tenderer, the Tenderer will be given the right to withdraw the question without it being answered. Otherwise, both the question and the Council's response will be circulated to all Tenderers.

### Tender Submission

* 1. Tenders (including the SQ) must be fully uploaded on to mytenders no later than Monday 9th December, 2019.
  2. Your completed Tender can be uploaded onto mytenders electronically – please ensure that all documents are attached as part of your uploaded submission and please bear in mind that larger documents will take longer to upload. The portal accepts all recognised file formats, e.g. Excel, Word, PDF, jpeg.
  3. The Council will not consider requests for extension of the closing date and time specified.
  4. The Council may at its own absolute discretion extend the closing date and time specified.
  5. The Tenderer is expected to keep his tender valid for acceptance for a period of 90 days from the date referred to in clause 6.1.
  6. The Council is not obliged to accept the lowest or any tender.
  7. The Council reserves the right to appoint more than one Supplier for supply of household waste and recycling sacks.
  8. The Tenderer must complete the Questionnaire attached to this Tender and submit it to the Council with the Tender.

### **Mytenders Portal and Communications Protocol**

* 1. Responses must be submitted via Mytenders (the Portal).
  2. The Portal is freely accessible to Tenderers and is not subject to any paid membership or other charges. Use of this system does not require the purchase of high specification IT equipment or connections, or high level personal IT skills/capabilities. Tenderers are advised to complete their response in advance of the submission deadline to allow time to request any required guidance. It is the responsibility of Tenderers to ensure they are familiar with the Portal and allow sufficient time for submitting responses.
  3. The Council is not responsible for inaccurate or incomplete contact information input into the Portal by Tenderers. It is the responsibility of Tenderers to ensure that the contact information it has entered for its organisation on the Portal is accurate and kept up to date. Important notification messages relevant to this tender exercise may not be received by a Tenderer should its contact information be inaccurate.
  4. If at any stage a Tenderer needs to update its contact information held for its organisation this can be achieved by submitting it via the Portal. The Council is under no obligation to respond/follow up on ‘out of the office’ messages and Tenderers will need to make appropriate arrangements to deal with absences.
  5. For any technical advice or assistance relating to the e-tendering system please see the help page on the Mytenders website (<https://www.mytenders.co.uk/sitehelp/help_main.aspx>) or call them on 0800 222 9006. If for any reason the Portal is not available, then please contact the Council’s Senior Solicitor, David Lagzdins by email ([legal@sevenoaks.gov.uk](mailto:legal@sevenoaks.gov.uk)) or telephone (01732 227 350).
  6. Any communication or attempt to contact any member of the Council’s staff, Officers or Cabinet members or Councillors other than through the Portal or as otherwise provided for in this Invitation may result in your organisation being disqualified from the Procurement and not considered further.

### Sample Submission

* 1. The Tenderer will be required to supply 40 designated residual waste sacks and 40 designated recycling sacks as samples to enable independent testing as part of the tender evaluation process. The samples provided shall be of a quality typical of those to be supplied under the Terms of the Contract, and shall be submitted together with a cheque for the sum of £840 made payable to Sevenoaks District Council. Alternatively, we can send out an Invoice to a specified email address, but payment must be received before the independent testing stage can commence.
  2. The samples must be forwarded under separate cover in unmarked packaging. Upon the front of this should be affixed the red return address label having first removed a small corner of the label which should be adhered to the rear of the envelope. This is to be delivered to Mr. Patrick Cheung, Recycling Co-Ordinator, Sevenoaks District Council, Direct Services, Dunbrik Depot, 2 Main Road, Sundridge, Kent, TN14 6EP so as to arrive no later than Monday 9th December, 2019.
  3. Should a Tender fail to pass the threshold assessments outlined herein, it will not be necessary to test the samples submitted and, if needed, the cheque in the sum of £840 will be returned to the Tenderer.
  4. All Tenderers’ will be required to supply sacks and sample sacks in accordance with the Specification herein contained and the contract will be construed as one of sample and description complying with the specification.
  5. The description of the sacks is set out in the Specification and where appropriate manufactured to the British Standards Institution or European Commission equivalent standards that are current at the date of tender. All goods and workmanship shall be in accordance with such standards.
  6. The Specification of the sacks must be adhered to for the duration of the contract. If at any point during the contract, the successful Tenderer is unable to fulfil the Specification of the sacks then the Council has the right to terminate the contract and the full costs of the retendering process will be borne by the successful Tenderer.
  7. The Tenderer agrees to provide the sacks that are ordered by the Council in accordance with the agreed contract specification at a price per one thousand (1,000) in the form of tender (exclusive of VAT) but subject to any agreed variation.

### SQ Evaluation Process

* 1. SQ responses will be evaluated in accordance with the criteria set out at Schedule 1.
  2. SQ responses will be subject to an initial compliance check to ensure all relevant questions have been answered and all evidence has been included where applicable. Where information is missing, the Tenderer will be rejected and its SQ response not considered further. Before rejecting a Tenderer, the Council may clarify the missing information with a Tenderer to determine whether it is a case of ambiguity (where there is a simple explanation and it can be resolved easily) or an error (where this is a simple clerical error or an obvious material error (i.e. where it is simple, material, serious and manifest/clear)).
  3. Following the initial compliance check, the Council will evaluate the Pass/Fail questions. Where any response has been awarded a "Fail" score, the relevant Tenderer will be rejected and its SQ Response not considered further.

### Tender Evaluation

* 1. The criteria the Council will employ for evaluating the Tender will be the most economically advantageous.
  2. All tenders received will be evaluated on the information contained in the Tender or obtained by the Council as a direct result of the tender process. Submissions will be competitively assessed and the assessment may take into account the following criteria:

|  |  |
| --- | --- |
| 10.2.1 | Price (40 points) |
| 10.2.2 | Description and Sample tests results (40 points)   * (Thickness of Film) Gauge * Sack width * Sack open width * Sack length   + 1. Tear Resistence MD * Tear Resistence TD * Centre weld tensile strength * Gusset weld tensile strength * Tensile Strength MD * Tensile Strength TD   + 1. Impact Resistance (FF Dart Method) |
| 10.2.3 | Other Contract Terms (5 points)   * + 1. Pallets can be stacked two high * Wavy or Vest style closure mechanism |
| 10.2.4 | Compliance with Specification and technical merit (5 points)   * + 1. Sacks of 100% recycled polythene including a minimum of 30% post-consumer waste plastic |
| 10.2.5 | Delivery conditions (5 points)  Supplier to provide method statement of delivery method and contingency arrangements |
| 10.2.6 | Environmental characteristics (5 points)   * Sources of scrap polythene identified * EA accreditation to recycling waste polythene |

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* 1. Evaluation Model

Price will be awarded up to 40 points as per 10.4 below. Compliance with Specification and sample results up to 40 Points and up to 20 points being divided between the remaining criteria giving a possible maximum score of 100 points.

* 1. Price Evaluation Mechanism

The price score will be calculated as follows:

* + 1. The lowest combined total of both items within the Form of Tender (4 year price total for the black residual waste sacks plus the 4 year total for clear recycling sacks) submitted will receive the full percentage allocation (40%).
    2. All other prices submitted will be scored proportionally to the lowest price.
    3. for example: the submission of a 4 year black sack total price (based on 1,000 sacks) of £100, plus a 4 year clear sack total price (based on 1,000 sacks) of £250 equals a total of £350 (for evaluation purposes). If £350 was the lowest combined total, it would be awarded 40 points on a 40:60 price: quality split (350/350 \* 40), which means another combined total submission of £450 (for evaluation purposes) would be awarded 31.11 points (350/450 \* 40)
  1. Sample Test Evaluation
     1. The test results will be compared with the specification and suppliers will be ranked against each other for each of the 11 tests. Results that do not meet the specification will be given a zero ranking. The overall results will be scored against the maximum points available, which will be 210. For example, a supplier score of 105 would result in 50%. Maximum points for Sample Tests evaluation is 40. Therefore 40\*50% would lead to a supplier score of 20.

### Contract

* 1. The Contract Term shall initially be for a period of three years from the commencement date but the Council may at its sole discretion extend the contract for a further period of up to one year in accordance with the General Conditions of Agreement (“Contract”) hereinafter contained subject to the provisions of the Local Government Act 1988.
  2. The successful Tenderer will be notified by letter and will then be required to enter into the Contract attached at **Schedule 8** with the Council prior to the commencement of goods or service delivery. Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.
  3. The conditions in the Contract shall apply to each order made under the Contract and each such order shall be treated as a separate call off under the said Contract and any other terms and conditions that the Supplier may purport to apply under invoice or similar document shall be excluded (other than those specific conditions of supply that may be agreed in writing by the Council and incorporated into the Contract).
  4. Subject to the circumstances described in paragraph 11.1 above, the Supplier hereby agrees to supply the goods and services in accordance with this Invitation to Tender, the Specification at the price quoted in the Form of Tender (subject to agreed variation) exclusive of VAT.
  5. If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 2.8 and the Authority will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.
  6. The successful Tenderer will be notified by letter and will be required to enter into the Contract attached with the Council prior to the commencement of goods or service delivery.
  7. The following documents shall form part of the Contract between the Council and the successful Tenderer:
     1. General Conditions of Agreement
     2. Specification A
     3. Specification B.
     4. Form of Tender
     5. Collusive Tendering Certificate
     6. A list of commercially sensitive information (as completed by the successful Tenderer).

### Warnings and disclaimers

* 1. While the information contained in this ITT is believed to be correct at the time of issue, neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.
  2. If a Tenderer proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
  3. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.
  4. The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

### Fraud, Corruption and Ethical Standards

* 1. The Council is required to maintain an effective internal audit of its activities so that it may tackle fraud and corruption and has a corporate framework to counter fraudulent activity. The prevention of fraud and corruption is therefore a key requirement in any dealings the Council enters into.
  2. The Council will require any contractor appointed as a result of this Tender to work to an ethical standard and comply with the Council’s policies in this regard. Upon request the Council’s Policies upon Fraud and Corruption will be forwarded to you. A complete guide to tenders and contracts policy can be found via the following link: <http://www.sevenoaks.gov.uk/services/council-and-democracy/tenders-and-contracts>
  3. Economic Operators should be aware of the contracting authority’s power to exclude them on exercise of their discretionary powers and mandatory powers (see SQ) and that that the Economic Operator is required to sign the Declaration on submission of their tender contained in the SQ.

### Publicity

* 1. No publicity regarding the Services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

### **Confidentiality and Copyright**

* 1. All information supplied in connection with the Tender must be treated as confidential and Tenderers must not, without the prior written consent of the Council, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law or where consultation is required for the preparation of an Tender response and where that communication is on a strictly confidential basis).
  2. Each Tenderer warrants to the Council that no document that it submits as part of its Tender response infringes any intellectual property rights (including without limitation, patents, trademarks, designs, design rights, copyright, inventions, trade secrets, know-how, confidential information, and any applications for protection of the any of them). The Council reserves the right to retain all Tender responses submitted.
  3. Each Tenderer undertakes to indemnify the Council against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section.

### **Conflicts of interest**

* 1. SDC may exclude any Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest as set out in Regulation 24 of the Regulations, includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Procurement.
  2. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the Council and provide details of the conflict. Please note that routine pre-market engagement carried out by the Council should not represent a conflict of interest for a Tenderer, provided that the engagement has been carried out in a transparent manner.

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### **Freedom of Information Act 2000 and Environmental Information Regulations 2004**

* 1. The Council is a public authority under the Freedom of Information Act 2000 (**FOIA**) and Environmental Information Regulations 2004 (**EIR**). Under FOIA and EIR members of the public or any interested party may make a request for information held by the Council at the time of the request.
  2. The Council will consider the disclosure of any information contained in a Tender response (whether successful or unsuccessful), subject to the exemptions under FOIA or EIR (as appropriate). Tenderers should be aware that attaching a blanket label of "private and confidential" or "commercial in confidence" to a Tender response may not exempt the same from disclosure under FOIA or EIR.
  3. If a Tenderer considers that all or any part of its Tender response and/or any specific information contained therein constitute a “trade secret”, or that information contained therein is commercially sensitive information, disclosure of which would be likely to prejudice the commercial interests of any party, or believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in FOIA or EIR, the Tenderer should:
     1. attach information it considers to be commercially sensitive; and
     2. identify the particular exemption that the Applicant claims applies in the particular circumstances. Applicants should do so in full knowledge of the relevant terms of the Secretary of State’s Code of Practice under Section 45 of FOIA (the **FOIA Code**) and Regulation 16 of EIR (the **EIR Code**), giving advice to public authorities on the handling of requests. This will enable Applicants to make such claims based on reasons that address the requirements of the FOIA Code or the EIR Code (as appropriate). Further information about FOIA, EIR and a copy of the FOIA Code and EIR Code is available from the Information Commissioner's website at: <https://ico.org.uk/for-organisations/guidance-index/freedom-of-information-and-environmental-information-regulations/>
  4. Tenderers should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption from FOIA or EIR, the Council has complete discretion in deciding whether such documents and/or information should be disclosed under FOIA or EIR.

### Small Business Enterprise and Employment Act 2015

* 1. Applicants are to note that the Council is subject to the Small Business Enterprise and Employment Act 2015 (**SBEEA**). Under SBEEA, the Government's Mystery Shopper service is empowered to investigate concerns raised on the Mystery Shopper website about public sector procurement exercises. The Council is required to assist all investigations and to provide relevant information and/or documents to the Cabinet Office within 30 calendar days of a formal notice. This may require the Council to disclose any information contained in Tender responses.

1. Selection Questionnaire Evaluation Criteria
2. Evaluation criteria
   1. The SQ is made up of a number of questions which are either for information only, Pass/Fail or scored. Each question is categorised below and guidance on the Requirements which SDC is seeking and evaluating SQ Responses against is also provided (where relevant).
   2. This SQ is consistent with the Crown Commercial Service (**CC**S) revised standard Selection Questionnaire as set out in Procurement Policy Note: Standard Selection Questionnaire (**SQ**) (Action Note 8/16 dated 9 September 2016). Applicants are advised to familiarise themselves with the Guidance Notes set out in Annex B of that Note.
3. The Evaluation team

An evaluation team will undertake a comprehensive, systematic and consistent evaluation of each SQ Response. The evaluation team will comprise officers of SDC with the advice (if appropriate) of their technical and legal consultants.

1. Criteria
   1. For information only:

|  |  |  |
| --- | --- | --- |
| Question | Completed By | Requirements |
| 1.1 – Potential Supplier Information | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. | Information only – not evaluated |
| 1.2 – Bidding Model | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. For groups, the entity which is intended to enter into the Concession Contract (if successful) must be set out at 1.2(a) – (iii), where this is different from the Lead Applicant.  SDC will require groups to form a single legal entity ahead of entering into the Concession Contract. Please note actual or proposed shareholding of this entity. | Information only – not evaluated |
| 1.3 – Declaration | All Applicants on an individual basis must sign its **own declaration**.  This will include all members of a group including essential sub-contractors. | Information only – not evaluated |
| 6.3 & 6.4 – Staff structure | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. | Information only – not evaluated |
| 6.5 – Accreditations | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. |  |

* 1. Pass/Fail – please note that where a "Fail" is awarded at any point, this will result in the SQ Response being rejected and not considered further:

|  |  |  |
| --- | --- | --- |
| Question | Completed by | Requirements |
| 2.1 and 2.2 – Mandatory Exclusion Grounds | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. | 2.1 - Answering "yes" to any of these grounds will result in your organisation being awarded a "Fail". This is subject to the exceptions listed in Regulation 57 of the Public Contracts Regulations 2015 and to self-cleaning.  2.2 - "Self-cleaning" refers to the situation where the Applicant is able to sufficiently demonstrate its reliability despite the existence of a relevant ground for exclusion. Any evidence to support self-cleaning must be included in the SQ Response. Further information on self-cleaning can be found in the CCS Action Note 08/16 at Annex D "Frequently Asked Questions". |
| 2.3 – Mandatory Exclusion Grounds (tax / social security) | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. | Answering "yes" will result in your organisation being awarded a "Fail". This is subject to the exceptions listed in Regulation 57 of the Public Contracts Regulations 2015 and to self-cleaning. |
| 3.1 and 3.2 – Discretionary Exclusion Grounds | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. | 3.1 - Answering "yes" may result in your organisation being awarded a "Fail". SDC will consider the evidence provided (see question 3.2, below) and assess whether the good standing, economic and financial standing and/or technical and/or professional ability of the Applicant is significantly undermined.  3.2 - "Self-cleaning" refers to the situation where the Applicant is able to sufficiently demonstrate its reliability despite the existence of a relevant ground for exclusion. Any evidence to support self-cleaning must be included in the SQ Response. Further information on self-cleaning can be found in the CCS Action Note 08/16 at Annex D "Frequently Asked Questions". |
| 4.1 – Economic and Financial Standing (provision of documentation) | The information requested in this question will be used to assess Applicants' financial standing in accordance with the standards set out in this document.  Where you are relying on another entity (e.g. your parent company) to Pass the financial threshold, please answer "no" to 4.1(a) and (b) and instead answer question 4.1(c).  The Lead Applicant should fill this out on behalf of a group. Where the Lead Applicant is not submitting this information (e.g. another member of the group is being relied on, or a parent company is being relied on), please answer "no" to 4.1(a) and (b) and instead answer question 4.1(c).  Information must be provided with SQ Responses. | **Pass**: The Supplier has provided one of the requested documents in order to demonstrate its economic/financial standing  **Fail**: The Supplier has failed to provide one of the requested documents in order to demonstrate its economic/financial standing |
| 4.2 – Changes in financial standing | The information requested in this question will be used to assess Applicants' financial standing in accordance with the standards set out in this document.  Information must be provided with SQ Responses, as per Question 4.1. | SDC will evaluate the Applicant's financial position under Question 4.1, as updated by the information provided in answers to this Question 4.2 |
| 4.3 – Minimum annual turnover | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable) | The Authority will evaluate the Applicant's financial position under responses provided in Question 4.1  **Pass**:  The Supplier self-certifies that it has both:   * turnover at twice the estimated contract value for each of the last two years * trading as a provider of comparable goods/services for at least 3 years   **Fail**: The Supplier has answered ‘no’ and/or is unable to self certify or provide evidence that it meets the required minimum levels of economic and financial standing and the above financial tests.  The Council reserves the right to request any further information or clarifications as required satisfying any concerns raised as a result of performing the above assessment of economic and financial standing. The Council also reserves the right to reject any Supplier at this time that it believes does not have the financial capacity to fulfil the Contract.  The Council reserves the right to use a third party assessment to aid its financial appraisal |
| 5 – Economic and Financial Standing (wider groups) | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable) | All prospective Suppliers are required to complete this section.  **Pass**: The Supplier has completed the relevant questions and confirm that it is either able to provide a parent company guarantee or a guarantee bond if requested by the Council.or that sufficient information is provided in response to question 4 that such a guarantee or bond is not required.  **Fail**: The Supplier has failed to answer the questions and/or has not confirmed that it is either able to provide a parent company guarantee or a guarantee bond or that sufficient information is provided in response to question 4 that such a guarantee or bond is not required. |
| 6.1 or 6.2 – Relevant Experience and Contract Examples | Groups are reminded that references can be from any member of the group but are also reminded that, where members which are relied on leave the group, the group will be subject to reassessment in accordance with this SQ. | This question is designed to assess whether applicants have worked on similar contracts (in terms of subject matter, nature and value) in the last three 3 years. It is not designed to be a summary of specific skills (please see further scored questions below).  Please keep details factual and to a minimum. References provided must be willing to confirm the accuracy of the information in writing.  A "Fail" will be awarded where an applicant is unable to demonstrate it has worked on contracts of a similar subject matter, nature and value to this contract and that applicant cannot otherwise satisfy SDC in its response to question 6.3 that it nonetheless possesses the relevant technical and professional ability. |
| 7.1 & 7.2– Modern Slavery Act | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable) | Applicants are reminded that the turnover threshold for the purposes of the Modern Slavery Act 2015 (**MSA**) is £36million per annum. Applicants selecting "N/A" should provide an explanation of why the MSA is not applicable (and supporting evidence if relevant).  A "Fail" will be awarded if the Applicant selects "yes" to 7.1 and "no" to question 7.2 (or selects "yes" to question 7.2 but does not provide the URL as requested). |
| 8.1 – Insurances | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable). | A "Fail" will be awarded where an Applicant does not hold, or does not commit to obtaining prior to the commencement of the Contract, the stated insurances. |
| 8.2 – Quality Management | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable). | A “Fail” will not have such certification or equivalent and will not have achieved such qualification by the intended commencement of the contract. |

1. **Standard Selection questionnaire**

**sevenoaks district council - Supply and Delivery of Vehicle Tyres and Associated Services**

**open procedure**

**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. All sub-contractors are required to complete Part 1 and Part 2[[3]](#footnote-3).
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.

**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 |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 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  No  N/A |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 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  No |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[4]](#footnote-4)? | Yes  No |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate:[[5]](#footnote-5)  - 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.[[6]](#footnote-6)  (Please enter N/A if not applicable) |  |
| 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) |  |
| 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) |  |

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.

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? | Yes  No  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.  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. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 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. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes  No |
| 1.2(b) - (ii) | 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.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | 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 |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**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) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), 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](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes  No  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes  No  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes  No  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes  No  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes  No  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes  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. |  |
| 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) | Yes  No |
| 2.3(a) | **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? | Yes  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. |  |

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** | | | **Response** |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  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. | | | |
| 3.1(a) | Breach of environmental obligations? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | | | Yes  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? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | | | Yes  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? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | | | Yes  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? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | | | Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2 |
| 3.2 | | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  | |

**Part 3: Selection Questions**[[7]](#footnote-7)

|  |  |  |
| --- | --- | --- |
| **Section 4** | **Economic and Financial Standing** | |
|  | **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  No |
| (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. | Yes  No |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes  No |
|  | (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). | Yes  No |
| **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  No |

|  |  |  |  |
| --- | --- | --- | --- |
| **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** | |  | |
| **Relationship to the Supplier completing these questions** | |  | |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | | Yes  No |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | | Yes  No |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | | Yes  No |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Section 6** | **Technical and Professional Ability** | | | | |
| **6.1** | **Relevant experience and contract examples**  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.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  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).  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.  If you cannot provide examples see question 6.3 | | | | |
|  | | | **Contract 1** | **Contract 2** | **Contract 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** | 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)  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) | | | | |
|  |  | | | | |
| **6.3** | | 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. | | | |
|  | |  | | | |

|  |  |  |
| --- | --- | --- |
| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015** | |
| **7.1** | 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  N/A |
| **7.2** | 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  Please provide the relevant url …  No  Please provide an explanation |

**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** |
| a. | 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:  Y/N  Employer’s (Compulsory) Liability Insurance = £5 million  Public Liability Insurance = £10 million  \*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. |
| **8.2** | **Quality Management** |
| a. | Please self-certify whether or not you are BS EN ISO 9001:2015 accredited or the equivalent |
| b. | If not please indicate the date on which you will be so certified. |

1. **Specification A: Black plastic sacks for household residual waste**

Tenderers are required to supply written performance specifications with their tender.

Material shall be 100% Recycled Polythene with a minimum of 30% post-consumer waste plastic. Source of post-consumer waste plastic to be identified.

Gauge: Nominal thickness 25 microns

Length 900 mm +/- 2.5 %

N.B. INCLUDING SKIRT

Width at Weld 400 mm +/- 2.5%

Open Width 735 mm +/- 2.5%

Thickness 25 microns +/- 10%

Colour: Black

Sack closure mechanism: Wavy top or Vest style

**Performance**

Machine Direction Transverse Direction

Tensile Strength Body of Sack 19 N 17 N

Centre Weld Tensile Strength 14 N

Gusset Weld Tensile Strength 30 N

Tear Resistance Body of Sack 700 mN 4000 mN

Impact Strength (M50 value)

Body Impact 60g

Slit seal impact 40g

**Packaging**

Wavy top or Vest style sacks perforated in rolls of 20 sacks secured with paper tape or similar method, within a manageable sized outer packaging of between 15 and 22 rolls per bundle.

**Printing**

Over-printing on one side will be required, using white water-based inks. Details and any variations must be agreed between the successful Tenderer and the Council’s authorised officer and evidenced in writing. Tenderers must be able to prove compliance with volatile organic compounds emission legislation (VOC) with respect to water based inks.

**Delivery & Storage Requirements**

Delivery: Sacks will be delivered within **14 days** of receipt of an official order to the stores at the Sevenoaks Direct Services, Dunbrik Depot, Sundridge, Kent TN14 6EP, with at least 48 hours of notice of delivery being given. The deliveries shall only take place between 8.00am and 11.00am Tuesday-Thursday. Deliveries turning up outside of these time windows may be refused and turned away. In addition, if a delivery cannot be safely unloaded at our depot (i.e. due to unsafe stacks), we can refuse the delivery and the costs of rectifying the situation will be borne by the supplier. The Council anticipate **12 to 15 deliveries per year** in equal quantities.

Storage: Sacks are to be delivered on pallets that are able to be stacked two-high within an outside storage yard. Said pallets are required to be reusable or recyclable; empty pallets are to be taken back by the Tenderer’s transport agent upon delivery of new stock if requested.

Pallet weights: Due to the weight limits on our sack delivery vehicles, each fully laden pallet must **not exceed 550kg.**

Reserve Sacks Stock Requirements: The supplier will always have on hand 4 pallets in the event of manufacturing and/or other unforeseen production or delivery delays.

**Samples**

Tenderers will be required to submit 40 sample sacks of each type as provided in clause 8 of the ITT.

The tender price for residual waste sacks shall include colouring and printing with each dispatch to be separately invoiced to the Council.

1. **Specification B: Clear Plastic sacks for household mixed dry recyclate**

Material shall be 100% Recycled Polythene with a minimum of 30% post-consumer waste plastic. Source of post-consumer waste plastic to be identified.

Gauge: Nominal thickness, 25 microns

Length 900 mm +/- 2.5 %

N.B. INCLUDING SKIRT

Width at Weld 400 mm +/- 2.5%

Open Width 735 mm +/- 2.5%

Thickness 25 microns +/- 10%

Colour: Clear (transparent)

Sack closure mechanism: Wavy top or Vest style

**Tolerance**

Machine Direction Transverse Direction

Tensile Strength Body of Sack 19 N 17 N

Centre Weld Tensile Strength 14 N

Gusset Weld Tensile Strength 30 N

Tear Resistance Body of Sack 700 mN 4000 mN

Impact Strength (M50 value)

Body Impact 60g

Slit seal impact 40g

**Packaging**

Wavy top or Vest style sacks perforated in rolls of 30 sacks, secured with paper tape or similar method, within a manageable sized outer packaging of between 15 and 20 rolls per bundle.

**For Lot 1 only** an A4 Gatefold, or similar two-sided paper leaflet, to be inserted at the end of each roll, between the 29th and 30th sack (the first two sacks to come off the roll by users). Artwork for said leaflet will be supplied by the Council. Pre-production proof to be agreed between the successful Tenderer and the Council’s authorised officer and evidenced in writing.

**Printing**

Over-printing on one side will be required, using black water-based inks. Details and any variations thereto must be agreed between the successful Tenderer and the Council’s authorised officer and evidenced in writing. Tenderers must be able to prove compliance with volatile organic compounds emission legislation (VOC) with respect to water based inks. The same criteria will be applied to the leaflets described in 3, above.

**Delivery & Storage Requirements**

Delivery: Sacks will be delivered within **14 days** of receipt of an official order to the stores at the Sevenoaks Direct Services Dunbrik Depot, Sundridge, TN14 6EP with at least 48 hours of notice of delivery being given. The deliveries shall only take place between 8.00 a.m. and 11 a.m. Tuesday-Thursday. Deliveries turning up outside of these time windows may be refused and turned away. In addition, if a delivery cannot be safely unloaded at our depot (i.e. due to unsafe stacks), we can refuse the delivery and the costs of rectifying the situation will be borne by the supplier. The Council anticipate **20 to 25 deliveries** per year in equal quantities.

Storage: Sacks are to be delivered on pallets that are able to be stacked two-high within an outside storage yard. Said pallets are required to be reusable or recyclable; empty pallets are to be taken back by the Tenderer’s transport agent upon delivery of new stock if requested.

Pallet weights: Due to the weight limits on our sack delivery vehicles, each fully laden pallet **must not exceed 550kg.**

Reserve Sacks Stock Requirements: The supplier will always have on hand 4 pallets in the event of manufacturing and/or other unforeseen production or delivery delays.

**Samples**

### Tenderers will be required to submit 40 sample sacks of each type as provided in clause 8 of the ITT.

The tender price for mixed dry recycling waste sacks shall include colouring and printing with each dispatch to be separately invoiced to the Council.

1. Form of Tender – Tender Certificate

|  |  |
| --- | --- |
| FORM OF TENDER: Tender Certificate | |
| TO: Sevenoaks District Council | |
| PROVISION OF: Supply of Single-Use Plastic Sacks for the Collection of Household Mixed Dry Recyclate and Household Residual Waste from Kerbside | |
| 1. Having examined the Specification and General Conditions of Agreement along with other documents for the supply and delivery of Supply of Single-Use Plastic Sacks for the Collection of Household Mixed Dry Recyclate and Household Residual Waste from Kerbside, set out in the Invitation to Tender, we offer to provide the service in conformity with the said General Conditions of Agreement and Specification at the prices specified below inclusive of all discounts and charges relating thereto hereinafter called the Tender Price, or such other sum as may be ascertained in accordance with the said General Conditions of Agreement. 2. We undertake that the Tender Price shall be a firm price, provided that our tender is accepted within 90 days of the date hereof. 3. If this offer is accepted, we will execute such documents in the form of the Agreement within 30 days of being called on to do so. 4. We agree that should any error in arithmetic be discovered before acceptance of Tender, such errors may be corrected and the appropriate adjustments made. 5. We undertake to commence the service immediately upon the Council giving their written authority to commence work and it is agreed that time is of the essence. 6. We hereby declare:   6.1 that we are not parties to any scheme or arrangements under which:  6.1.1 we communicate the amount of our Tender to any person or body before the contract is let;  6.1.2 any other tenderer for the works the subject of our Tender is reimbursed as part of his tendering cost;  6.1.3 our Tender Prices are adjusted by reference directly or indirectly to the prices of any other tenderer for the works  6.2 that no provision is made in our Tender Price for any reimbursement or adjustment of any contribution thereto.   1. We understand that you are not bound to accept the lowest or any Tender you may receive. 2. We agree that you may accept our Tender in whole or in part. 3. We understand that, if our Tender is accepted in whole or in part, the Council does not bind itself to purchase a specific number of goods in any given year. 4. Unless and until a formal agreement is prepared and executed, this Tender together with your acceptance thereof in writing shall constitute a binding contract between us. Thereafter the terms and conditions of the General Conditions of Agreement shall apply. | |
| 1. I/We will forward a sample of 40 of each type of sack (40 black refuse sacks and 40 clear recycling sacks) together with a cheque for £840 as provided in 8, or provide an email address where an Invoice for £840 shall be sent to and I/we understand that payment must be received in order to go on to the next stage of the tender process. | |
| 1. Tender Prices – LOT 1 2. Price per 1,000 black residual waste sacks (exclusive of VAT)    1. Please complete the boxes below to show the cost for 1,000 black residual waste sacks for each of the 4 years, i.e. no increase in costs after year 1 will indicate a fixed price and any increases in costs in years 2, 3, or 4 will indicate a price increase which can be detailed at section 12 iii below:  |  |  | | --- | --- | | **A.** Year 1 Cost (£) |  | | **B.** Year 2 Cost (£) |  | | **C.** Year 3 Cost (£) |  | | **D.** Year 4 Cost (£) |  | | **E.** 4 Year Total to be used for evaluation purposes (£)  E = A+B+C+D |  |  1. Price per 1,000 clear recycling sacks with A4 gatefold or equivalent leaflets (exclusive of VAT)   Please complete the boxes below to show the cost for 1,000 clear recycling sacks with A4 gatefold or equivalent colour leaflets for each of the 4 years, i.e. no increase in costs after year 1 will indicate a fixed price and any increases in costs in years 2, 3, or 4 will indicate a price increase which can be detailed at section 12 iii below:   |  |  | | --- | --- | | **F.** Year 1 Cost (£) |  | | **G.** Year 2 Cost (£) |  | | **H.** Year 3 Cost (£) |  | | **I.** Year 4 Cost (£) |  | | **J.** 4 Year Total to be used for evaluation purposes (£)  J = F+G+H+I |  |  |  |  | | --- | --- | | For evaluation purposes:  Combined Total (E) + (J) |  |  1. If the Contract Price will not remain firm for the Contract Periods outlined above, please state:   - the basis on which price increase will be made [Please state basis i.e., linked to retail prices index etc.]:  - if you are ready to accept price decreases in the event that raw material costs fall:  YES/NO (delete as appropriate)  NOTE: Variations in cost will only be considered on the following basis and then only on receipt of objective and independent evidence.  - Increases in wages negotiated through recognised procedures on basic rates of pay  - Increases or decreases in costs of raw materials  - Increases or decreases in costs of energy  - Increases in fuel-related haulage costs   1. Please confirm that you are a manufacturer of the sacks to be supplied under this tender.     YES/NO (delete as appropriate)   1. Tender Prices – LOT 2 2. Price per 1,000 black residual waste sacks (exclusive of VAT)    1. Please complete the boxes below to show the cost for 1,000 black residual waste sacks for each of the 4 years, i.e. no increase in costs after year 1 will indicate a fixed price and any increases in costs in years 2, 3, or 4 will indicate a price increase which can be detailed at section 13 iii below:  |  |  | | --- | --- | | **A.** Year 1 Cost (£) |  | | **B.** Year 2 Cost (£) |  | | **C.** Year 3 Cost (£) |  | | **D.** Year 4 Cost (£) |  | | **E.** 4 Year Total to be used for evaluation purposes (£)  E = A+B+C+D |  |  1. Price per 1,000 clear recycling sacks without A4 gatefold or equivalent leaflets (exclusive of VAT)   Please complete the boxes below to show the cost for 1,000 clear recycling (without inserted leaflets) for each of the 4 years, i.e. no increase in costs after year 1 will indicate a fixed price and any increases in costs in years 2, 3, or 4 will indicate a price increase which can be detailed at section 13 iii below:   |  |  | | --- | --- | | **F.** Year 1 Cost (£) |  | | **G.** Year 2 Cost (£) |  | | **H.** Year 3 Cost (£) |  | | **I.** Year 4 Cost (£) |  | | **J.** 4 Year Total to be used for evaluation purposes (£)  J = F+G+H+I |  |  |  |  | | --- | --- | | For evaluation purposes:  Combined Total (E) + (J) |  |  * 1. If the Contract Price will not remain firm for the Contract Periods outlined above, please state: * the basis on which price increase will be made [Please state basis i.e., linked to retail prices index etc.]: * if you are ready to accept price decreases in the event that raw material costs fall:   YES/NO (delete as appropriate)  NOTE: Variations in cost will only be considered on the following basis and then only on receipt of objective and independent evidence.   * Increases in wages negotiated through recognised procedures on basic rates of pay * Increases or decreases in costs of raw materials * Increases or decreases in costs of energy * Increases in fuel-related haulage costs   d. Please confirm that you are a manufacturer of the sacks to be supplied under this tender.    YES/NO (delete as appropriate)    **14. Method Statement**  Please insert below or attach any additional information which you would like to include to support, explain or evidence the measures which you would take to meet the Evaluation Criteria (if not addressed already in previous sections):   |  | | --- | |  | | |
|  | FORM COMPLETED BY |
| Signature |  |
| Name |  |
| Position |  |
| For and on behalf of |  |
| Address |  |
| Date |  |

1. Collusive Tendering Certificate

|  |  |
| --- | --- |
| Declaration | |
| We certify that this is a bona fide Tender, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts: -  (a) Communicate to any person the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;  (b) Enter into any agreement or arrangement with any other person that he or she shall refrain from tendering or as to the amount of any Tender to be submitted;  (c) Offer or pay or give or agree to pay or give any sum of money 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 said work any act or thing of the sort described above.  In this certificate, the word “person” includes any persons and any body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.  **By completing this declaration you are agreeing with the statement above** | |
|  | **FORM COMPLETED BY** |
| Signature |  |
| Name |  |
| Position |  |
| For and on behalf of |  |
| Address |  |
| Date |  |

1. Commercially Sensitive Information

I declare that I wish the following information to be designated as commercially sensitive.

|  |
| --- |
|  |

The reason(s) it is considered that this information should be exempt under FOIA is:

|  |
| --- |
|  |

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

|  |
| --- |
|  |

|  |  |
| --- | --- |
|  | **FORM COMPLETED BY** |
| Signature |  |
| Name |  |
| Position |  |
| For and on behalf of |  |
| Address |  |
| Date |  |

1. **GEneral conditions of Agreement**

AN AGREEMENT made the day of Two Thousand and Nineteen BETWEEN THE DISTRICT COUNCIL OF SEVENOAKS of Council Offices Argyle Road Sevenoaks Kent TN13 1HG (hereinafter called “the Council”) of the one part and whose registered office is (hereinafter called “the Supplier”) of the other part.

WHEREAS the Council require the supply, fitment and associated services relating to tyres within the district of Sevenoaks for vehicles operating predominantly from our Dunbrik Depot 2 Main Road Sundridge Kent TN14 6EP commencing from 1 July 2019

AND WHEREAS the tender was submitted by the Supplier to the Council and the Council has accepted the said tender

**NOW IT IS HEREBY AGREED** as follows: -

### Definitions and Interpretations

* 1. In this Agreement and documents except where the context otherwise requires the following expressions shall have the meanings hereby ascribed to them: -

**“Agreement”**, “**Contract**” and “**contract documents**” shall mean the agreement entered into between the Supplier and the Council embodying the Invitation to Tender and all schedules, the Specification, the submitted Tender and the supplier’s acceptance of the General Conditions of Agreement.

The **“Chief Officer Finance and Trading”** shall mean the Chief Officer Finance and Trading for the time being or such representative appointed by the Council to act for such purposes within this Contract.

The “**Contract Standard**” means the supply of goods which meet in every respect with the description specification and all relevant provisions of the Contract and where and to the extent that no criteria are stated in the Contract then the Contractor must perform the contract to the standard the Council requirements and such standard is to be to the entire satisfaction of the Chief Officer Finance and Trading.

“**Contract Sum**” shall mean the sum payable from time to time following an official order calculated by reference to the Pricing Schedule attached to the tender forming part of the contract documents as pro-rata costs for any total below or above cost per 1,000 sacks as shown in the tender. The contract sum will include delivery but is exclusive of VAT.

“**Contract Term**” means the period from the 1st April 2020 to the 31st March 2023 or as may be agreed by way of letter in prior to the commencement of the term. Such additional 12-month period (4th year) to be at the sole discretion of the Council.

“**Council**” shall mean the District Council of Sevenoaks or its Officers or Employer of this Contract.

“**Delivery Site**” means Sevenoaks Direct Services, Dunbrik Depot at 2 Main Road, Sundridge, Kent, TN14 6EP unless otherwise stated in an order under this Contract.

“**Goods**” or **“sacks”** mean black household residual waste sacks and clear household recycling sacks provided in accordance with the Specification in such quantities that are officially ordered by the Council.

”**Head of Direct Services**” shall mean the Head of Direct Services for the time being of the Environmental and Operational Services Department or such representative appointed by the Council to act in the names of the parties hereto for purposes of this Contract.

“**Pricing Schedule**” means the cost per good or service as set out in the Form of Tender attached to the Invitation to Tender and forming part of the contract documents.

“**Specification**” means the requirements as set out in tender documents (in particular Specification A and Specification B).

“**Supplier**” shall include the Company named in the Tender submission (the Supplier under the Contract) and its employees and agents and persons with its ostensible authority.

* 1. It is hereby agreed and declared that all the provisions of the Invitation to Tender and Specification have been read and construed as one with this Agreement and shall be as binding upon the Supplier and upon the Council as if the same had been repeated herein.
  2. Conditions heading and notes are for ease of reference only and shall not affect construction of the Contract.
  3. A reference to any Act of Parliament or to any Order Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same.
  4. Words importing the masculine gender include the feminine gender words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.

### Provision of Goods

* 1. The Supplier hereby agrees that during the Contract Term (including any extension of the Term) the Contractor shall provide all goods required under an official order issued by the Council in writing (including by electronic means) or by telephone from time to time throughout the contract term. The Supplier shall put the Council on notice that such goods will be delivered (between the hours of 08:00am to 12:00 noon delivery) to the Council from the Supplier, and all such goods will comply with the Specification and samples provided in the Tender and generally be to the Contract Standard and satisfaction of the Head of Direct Services.
  2. The Supplier warrants that the Supply upon any delivery will comply with the provisions of paragraph 2.1 above.
  3. In consideration of the execution carrying out and completion by the Supplier of the supply as aforesaid the Council hereby covenants to pay to the Supplier the Contract Sum as calculated by the amount of Goods supplied and in accordance with the Pricing Schedule and in accordance with clause 6.
  4. The conditions within this Contract shall apply to each order made under this Contract and each such order shall be treated as a separate call off under this Contract and any other terms and conditions that the Supplier may purport to apply under invoice or similar document shall be excluded (other than those that may be agreed in writing by the Council).
  5. In the event that the Council do not place any order with the Supplier for 12 months at any time then this Contract shall be construed as null and void between the parties without prejudice to such rights as may have accrued thereunder.

### Acceptance

* 1. The Council shall not have been deemed to have accepted the Goods until it is known to be satisfactory for the purpose and any Goods that prove to be unsatisfactory shall be replaced by the Supplier with satisfactory Goods at its own cost.

### Independent testing

* 1. If required by the Council at any time throughout the contractual term the supplier will pay to the Council the cost of independently testing the sacks to ensure the same meet with the specification provided that the Council shall not use such a provision arbitrarily or capriciously.

Defective Supply Service or Materials

* 1. The Supplier must comply with any request or instruction from the Head of Direct Services to remove or rectify any defectively supplied goods work or materials, and no such extra cost will be allowed for removal or remedial work Provided that the Council shall give the Contractor at least five days email notice of the same

### Title

* 1. Title shall pass on delivery of the Goods to the Council.

### Payments

* 1. ​Where the Supplier submits an invoice to the Council, the Council will consider and verify that invoice in a timely fashion.
  2. ​The Council shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Council has determined that the invoice is valid and undisputed.
  3. ​Where the Council fails to comply with paragraph 1 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of paragraph 2 after a reasonable time has passed.
  4. ​Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
     1. ​provisions having the same effect as clauses 5.1-3 of this Agreement; and
     2. a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 5.1-4 of this Agreement.
     3. in this clause 5.4, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

### Default by the Supplier

* 1. If the Supplier fails to act in a diligent manner in the supply of goods or the quality of the goods provided or fails to supply the goods in the time reasonably requested or in accordance with the Specification or as subsequently agreed with the Council’s representative then the Council may give 7 days written notice in which to rectify the default that has occurred or determine the Contract forthwith.

### Determination of Agreement

* 1. In addition to and without prejudice to any other provisions of this Agreement the Council shall be entitled forthwith to terminate this Agreement upon the happening of the following events: -
     1. The Supplier commits any material breach of their obligations hereunder and does not remedy such breach within 21 days of a written notice by the council to do so.
     2. The Supplier becomes bankrupt or insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any parts of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.
  2. Any termination of this Agreement (whether under this clause or otherwise) shall not relieve any obligation under this Agreement that is expressed to continue after termination.
  3. The termination or coming to an end of this Agreement shall be without prejudice to any claims for prior breach of this Agreement and all of the Conditions which expressly or impliedly have effect after termination of this Agreement for any reason will continue to be enforceable notwithstanding such termination or coming to an end.
  4. Should this Agreement be terminated for any reason (except for the circumstances of clause 2.5 or clauses 8.5 to 8.7 below) by the Council prior to its intended Contract Term then the Council reserves the right to recover the full costs of the retendering process from the Supplier.
  5. If there is any change to Government Regulation or Statute which materially affects the operation or commercial viability of this Agreement for either party, or a change in the agreement between the Council and Kent County Council which materially affects the Council’s household waste and recycling collection services as they relate to the sacks being supplied, then the parties agree that they will pursue together in good faith all options for an alternative basis of co-operation between them that is mutually beneficial and commercially practicable.
  6. In the event that the Council are required to move away from their current operational practices and an alternative workable solution (in the individual view of the Council) is not agreed the Supplier acknowledges that the Council may upon the happening of such circumstances at any time throughout the Contract Term give three months prior written notice to terminate this contract.
  7. If the Council seeks to terminate the contract through such circumstances as outlined in 8.6 above then any outstanding payments to the supplier shall be determined on a pro-rata basis for the goods supplied based upon the Tender Prices but subject to the provisions of clause 8.3 above but save as to the Contract Term.

### Liability for Damage to Persons and Property;

* 1. The Supplier shall be responsible for all damage to property at the Delivery Site and injury to persons animals or things whether the property of the Council or otherwise caused by the negligence of the Supplier’s employees or agents delivering the Goods and shall indemnify the Council against any claims or proceedings in respect thereof and also against any claims or proceedings made at Common Law or under any Act of Parliament by any persons in the employ of the Supplier or a sub-contractor or by any person claiming through such person.

### Insurance

* 1. The Supplier shall maintain at its own cost a public liability policy of insurance to cover any liability arising from death or personal injury of any person and or the damage or loss to property arising as a result of the Supplier in respect of any act or default for which it may become liable to indemnify the Council under the terms of this Agreement and to arrange that the cover of that policy is for a minimum sum of 10 million pounds in respect of one incident.
  2. The policy or policies and receipts for premiums shall be produced to the Head of Direct Services from time to time upon request and in case of failure to do so the Council shall be entitled to insure and deduct the amounts of the premiums for any sums due to the Supplier.

### Warranty

* 1. The Supplier warrants to the Council that the Supplier will exercise and will continue to exercise all proper skill care and diligence that may reasonably be expected of a company acting in the capacity of supplying the Goods and will comply in all respects with the terms of the General Conditions of Agreement, Specification and all relevant health and safety and relevant British/European standards required on such goods and the Council will be deemed to have relied and to rely upon the exercise of the Supplier’s skill, care and knowledge.
  2. The Supplier warrants that the Supply upon any delivery will comply with the provisions of paragraph above.

### Assignment

* 1. The Supplier shall be prohibited from transferring or assigning directly or indirectly to any person or persons whatsoever any portion of this Agreement without the written permission of the Council.
  2. Sub-letting shall be prohibited unless with the written permission of the Council.

### Disputes

* 1. Any question or dispute that may arise on this Agreement or as to anything arising therefrom shall be referred to the Head of Direct Services and in the event that agreement cannot be reached between the Head of Direct Services and the Supplier such dispute shall be referred to the Chief Officer of Finance and Trading whose decision shall be final and binding on the parties hereto.

### Diversity

* 1. Throughout the duration of this Agreement the Supplier shall, and in addition shall ensure that any sub-contractors (that the Council has agreed in writing to) shall: discharge their obligations under this Agreement and perform the Services in accordance with their responsibilities under the Equality Act 2010 Codes of Practice issues by the Equalities and Human Rights Commission.
  2. The Supplier shall operate an equal opportunities policy and warrants that this policy shall comply with all relevant law. A copy of the Supplier’s policy shall be made available on request by the Council.
     1. If any Court or tribunal or the Equality and Human Rights Commission should make any finding of unlawful discrimination against the Supplier the Supplier shall take all necessary steps to prevent recurrence of such unlawful discrimination.
     2. The Supplier will be required to notify the Council of the finding and provide full details of the steps taken to prevent such recurrence as aforesaid.
     3. The Supplier’s equal opportunities policy shall be set out in any instructions circulated to those members of the Supplier’s employees concerned with recruitment training and promotion in relevant documentation available to its employees and others and in its recruitment advertisements and other relevant literature. The Supplier may be required to provide the Council with copies of such instructions documents advertisements and other literature and to notify the Council of any changes to the policy.

### Force Majeure

* 1. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delay in transportation inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an event of Force Majeure).

### Bribery and Corrupt Practices

* 1. The Council shall be entitled to cancel this Agreement and to recover from the Supplier the amount of any loss resulting from such cancellation if the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or regard for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Supplier or any other contract with the Council, for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or in relation to any Agreement with the Council the Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
  2. The Supplier shall:
     1. comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
     2. comply with the Councils’ Anti-Corruption and Bribery Policy;
     3. Promptly report to the Council any request or demand which if complied with would amount to a breach of either this Agreement or the Councils’ Anti-Corruption and Bribery Policy;
     4. Ensure that any person associated with it who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause.
  3. Breach of this clause shall be deemed a material breach of this Agreement entitling the Council to terminate it immediately.

### Health & Safety

* 1. The Supplier shall comply with the provisions of the Health and Safety at Work Act (1974) and in particular the duties imposed upon all employers to make provision for securing the health, safety and welfare of their employees and to their obligation to conduct their undertaking in a manner which will ensure that any non-employee who may be affected, is not exposed to risk.
  2. The Supplier shall also ensure that all his employees are fully conversant with, and operate under the relevant safety measures which appertain to their particular trades or skills, and that all employees are aware that they themselves have statutory duties under the provisions of the said Act, to take reasonable care of their own health and safety and that of any other person or persons who may be affected by their actions whilst at work and have a duty to co-operate with the Supplier in the exercise and fulfilment of the Supplier 's statutory obligations set out in the said Health and Safety at Work Act.
  3. The Supplier shall ensure the continuance of safety at any site at which work is being carried out by him, or on his behalf. This shall include the provision and use of necessary signing and guarding and protection of the public. On the highway guarding and signing shall be in accordance with the Road and Street Works Act 1991. The Supplier shall comply with the Health and Safety at Work etc. 1974. In particular, undertake, and ensure that all employees and sub-contractors comply with this clause. The attention of the Supplier is particularly directed to the Electricity at Work Regulations 1989 which shall be strictly observed.
  4. If during the performance of the supply the health and safety of any person is endangered then the Supplier shall cease delivery and take immediate steps to remedy that situation and ensure there is no repetition.
  5. The Supplier shall inform the Head of Direct Services of all incidents or accidents connected with the Contract and that occur during the performance of the Services.
  6. To comply with statutory requirements, the Supplier must use products, methods of work and protective measures which will minimise risks to the health and safety of the workforce and others affected by the delivery of the supply.

### Diversity

* 1. Throughout the duration of this Agreement the Supplier shall, and in addition shall ensure that any sub-contractors (that the Council has agreed in writing to) shall: discharge their obligations under this Agreement and perform the Services in accordance with their responsibilities under the Equality Act 2010 Codes of Practice issues by the Equalities and Human Rights Commission.
  2. The Supplier shall operate an equal opportunities policy and warrants that this policy shall comply with all relevant law. A copy of the Supplier’s policy shall be made available on request by the Council.
  3. If any Court or tribunal or the Equality and Human Rights Commission should make any finding of unlawful discrimination against the Supplier the Supplier shall take all necessary steps to prevent recurrence of such unlawful discrimination.
  4. The Supplier will be required to notify the Council of the finding and provide full details of the steps taken to prevent such recurrence as aforesaid.
  5. The Supplier’s equal opportunities policy shall be set out in any instructions circulated to those members of the Supplier’s employees concerned with recruitment training and promotion in relevant documentation available to its employees and others and in its recruitment advertisements and other relevant literature. The Supplier may be required to provide the Council with copies of such instructions documents advertisements and other literature and to notify the Council of any changes to the policy.

### Freedom of Information

* 1. The Supplier acknowledges that the Council is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Supplier ’s expense) to enable the Council to comply with these information disclosure requirements.
  2. The Supplier shall and shall ensure that any agreed sub-contractors shall: -
     1. Provide the Council 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 Client requesting that information; and
     2. Provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in Section 10 of the Freedom of Information Act 2000 or any amendment or addition thereto.
  3. The Council shall be responsible for determining at its absolute discretion whether:-
     1. The information is exempt from disclosure under the Code of Practice on Access to Government Information the FOIA and the Environmental Information Regulations;
     2. The information is to be disclosed in response to a request for information, and in no event shall the Supplier respond directly to a request for information unless expressly authorised to do so by the Council.
  4. The Supplier acknowledges that the Council may, acting in accordance with the Cabinet Office Freedom of Information Code of Practice be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information:-
     1. Without consulting with the Supplier or
     2. Following consultation with the Supplier and having taken its views into account.
  5. The Supplier shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with the above clauses.

### Data Protection

* 1. Both Parties to this Agreement shall ensure at all times that they comply with all relevant requirements under the EU General Data Protection Regulation 2016/679 (“GDPR”), any laws implementing or supplementing the GDPR and all applicable law relating to personal information (together referred to as the “Data Protection Requirements”). They acknowledge that each Party is a Data Controller in its own right and that nothing under this Agreement transfers personal information and nothing under this Agreement confers any right to process personal information on behalf of another Party.
  2. The Service Provider warrants that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the Agreement and any information it may receive or acquire in connection with the Agreement and ensure that the Council shall not be in breach of the Data Protection Requirements as a result of any act or omission of the Service Provider.
  3. The Service Provider shall not store, copy, disclose, or use Personal Information under this Agreement for which the Council is the Data Controller except as necessary for the performance of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council.
  4. The Service Provider shall indemnify and keep the Council indemnified in full from and against all claims, proceedings, actions, damages, loss, penalties, fines, levies, costs and expenses and all loss of profits, business revenue or goodwill (whether direct or indirect) and all consequential or indirect loss howsoever arising out of, in respect of or in connection with, any breach by the Contractor or any of its staff of this clause.

### Conflict

In the event that there is conflict between the Contract Conditions and any other document contained herewith the Contract Conditions prevail.

### Property Law and Jurisdiction

* 1. This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this Agreement may be brought in any Court of competent jurisdiction in England and in the event that the Supplier is resident outside England its address for service in England shall be the address for such service at the address given in the tender and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the Supplier.

### Third Party Rights

* 1. Without prejudice to any other right which any third party may have, nothing in this Contract shall confer on any third party any right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof the Supplier has hereunto set his hand and the Council has hereunto set its seal the day and year first above written

THE COMMON SEAL of THE DISTRICT COUNCIL OF SEVENOAKS was hereunto affixed in the presence of: -

Authorised Signatory

Authorised Signatory

SIGNED AS A DEED by

{---------------------------------------------------------------------}

authorised representative in the presence of: -

Director

Director/Secretary

1. **Directions to Sevenoaks Direct Services, Dunbrik Depot**



We Are Here

Sevenoaks Direct Services, Dunbrik Depot, 2 Main Road, Sundridge, TN14 6EP

(01732 227300)

From the M25, take Junction 5 (A21 Sevenoaks) and take the Westerham exit (A25). As soon as you are on the A25 there is a garden centre on the left. Take the right turn just opposite the garden centre, marked ‘Sevenoaks DC Works Depot’ and ‘Kent County Council (KCC) Dunbrik waste site’. As you enter the area follow the road to the left and continue ahead to see our green building is on the left. Our reception office is on the first floor and the entrance is around the back.

Deliveries can only be made from Tuesday to Thursday from between 8 a.m. and 11 a.m. as our fleet will start to return from 12:00.

If travelling by local roads, Main Road, Sundridge is located between Bessels Green and Brasted.

1. Based on 50,000 households x 1 black sack/week x 52 weeks + 7.5%. [↑](#footnote-ref-1)
2. Based on 50,000 households x 1.5 recycling sack/week x 52 weeks + 7.5%. [↑](#footnote-ref-2)
3. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-3)
4. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-4)
5. 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](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-5)
6. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-6)
7. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-7)