

**SOUTH TYNESIDE COUNCIL**

**WASTE MATERIAL**

**STREAMS & ADDITIONAL WASTE SERVICES**

**F6575**

Selection Questionnaire (SQ)

Instructions to Bidders and

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# Introduction to South Tyneside Council

# Details of Contract

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| **Item** | **Contract details** |
| NEPO Portal Reference | DN322978 |
| Council | South Tyneside Council |
| Contract Description | A Dynamic Purchasing System (DPS) is a procedure available for contracts for works, services and goods that we commonly available on the market similar to an electronic framework agreement, but where new suppliers can join at any time.  The requirements of this dynamic purchasing system can be split into two broad categories: Materials and Services.  Materials  At present, subject to a few exceptions, the Council is responsible for identifying and arranging suitable outlets for the materials collected on its collection services, at its Bring Recycling Sites and through its Recycling Village. Some of these outlets are arranged on a joint basis with our partner Councils, Gateshead and Sunderland, and administered by the Joint Waste Partnership. Others are arranged directly by the Council, and it is these that fall within the scope of this DPS.  The range of materials encompasses cardboard, scrap metal, high and low quality wood, mixed plastics, carpets, mattresses, waste engine oil, gypsum board (plaster wallboard), rubble, vehicle tyres and trade waste recycling (paper / cardboard / glass jars and bottles / cans / plastic bottles).  The requirement relating to each material is to provide a delivery point to receive the material, to then arrange its processing (perhaps through a series of stages and outlets) such that the maximum amount of recyclable content is passed into the supply chain, and the Council is able to demonstrate that recycling in its inputs to the national Wastedataflow database.  Services  Whilst the main waste treatment and disposal services are properly covered, there are a number of services that fall outside the scope of any Partnership arrangement, and which include:  • The receipt and processing of abandoned vehicles and caravans.  • The provision of a collection, delivery and emptying service for hooklift containers  • The provision of a skip hire (e.g., 6 / 8 m3 skips) service for allotment sites and other locations  • The collection and processing of scrap plastic wheeled bins  Material Delivery Points required for:  Category 1: Cardboard  Category 2: Scrap Metal  Category 3: Low Quality Wood  Category 4: High Quality Wood  Category 5: Mixed Plastics  Category 6: Mattresses  Category 7: Waste Oil  Category 8: Trade Waste Recyclables  Category 9: Gypsum  Category 10: Rubble / Inert Waste  Category 11: Tyres  Category 12: Gas Bottles  Category 13: Dry Street Cleaning Waste  Category 14: Gully waste  Category 15: Carpets  Services  Category 16: Abandoned Vehicles  Category 17: Hooklifts  Category 18: Skip Hire  Category 19: Processing of old Wheeled bins  Category 20: Monitoring of Landfill Gas |
| Procuring Officer | Any queries must be raised before as required through the Q&A section on:  [**www.qtegov.com/procontract/supplier.nsf**](http://www.qtegov.com/procontract/supplier.nsf) |

# Submission Instructions

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| Submission instructions | One copy of the Selection Questionnaire (compatible with Microsoft Office or Acrobat/PDF) via the e-tender system. |
| PQQs to be submitted to | [www.qtegov.com/procontract/supplier.nsf](http://www.qtegov.com/procontract/supplier.nsf)  Tenders must be submitted using the link above. Tenders must not be submitted via postal or email methods.  If you require assistance on submitting your tender please contact the Portal Administration Team  Proactis Supplier Support Helpdesk Ticketing System (<http://proactis.kayako.com>) - To be used by Suppliers for non-time critical issues i.e. password resets / account queries, finding information, etc.  Email ([ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com)) - To be used in same way as ticketing system.  Any emails to this address will auto-log a support ticket on Proactis Supplier Support Helpdesk  Emergency Contact (0330 005 0352) - To be used by Suppliers for critical support only i.e. document submission near tender deadline - this should be used by exception and only in an emergency situation. |
| Date and time for SQ return | Ongoing submit at any time |

# Background to Contract

The dynamic purchasing system for South Tyneside contract is for South Tyneside Council’s waste streams and additional waste services

It is being run for duration of 5 years.

4.1 Supplier Incentive Programme

The Council requires that Tenderers agree to participate in the Council’s early payment programme, known as the Supplier Incentive Programme (“SIP”). The SIP operates on a sliding scale basis. All invoices should still be submitted by the Tenderer at full value and any rebate will be determined by the Council dependent on the actual payment date that the Council achieves, and how many days this actual payment date is earlier than the contracted payment term of [30] days from the date the invoice is correctly received. The actual payment date is the day on which the Council executes its payment run that includes payment of the invoice in question.

Early payment rebates that the Council will be entitled to deduct and retain will be calculated in accordance with the table in Appendix 1 of the attached Terms and Conditions. The early payment rebate is applied to the gross amount that is being invoiced (therefore including all sums being invoiced). For more information visit: <http://www.southtyneside.info/article/24858/Supplier-Incentive-Programme> and click on the link “Find out more about the Supplier Incentive Programme”

# Timetable

This timetable is indicative only; the Council reserve the right to change it at its discretion.

| **Stage** | **Date and time** |
| --- | --- |
| Submission of completed SQs & Tenders | **Ongoing submit at any time** |
| Evaluation of completed SQs | **Ongoing submit at any time** |
| Notification of Outcome | **10 days from submission date** |

# Filling in the Questionnaire

* 1. The Questionnaire is split into 3 parts – the first two of which are standard mandatory questions, and the third part is split into several project specific sections, each with its own questions. It must be completed by the applicant organisation, and the responses will be scored as described in 7 (Evaluation of Questionnaires) below. If there are any questions that do not apply please mark them ‘N/A’ with an explanation where appropriate. In the event that the applicant organisation is a Consortia, joint venture or other similar arrangement:
  2. If your Organisation is a consortium or partnership then you must nominate a lead consortium member who will submit the SQ response on behalf of the whole consortium.
  3. All other member(s) of the Consortium should note below the sections of the SQ that require completion.
* Part 1 (Potential Supplier Information ) – to be completed by all consortium members
* Part 2 (Exclusion Grounds) – to be completed by all consortium members
* Part 3 (Selection Questions)
  + Section 4 (Economic & Financial Standing) – Not Used
  + Section 5 (Technical & Professional Ability) - to be completed by the lead consortium member only on behalf of all members of the consortium
  + Section 6 (Modern Slavery Act 2015) - to be completed by all consortium members
  + Section 7 – Additional Questions
  + Section 7.1 Technical and Professional Ability / Project Specific – to be completed by the lead consortium member only on behalf of all members
  + Section 7.2 (Insurance) – self certification, to be completed by all consortium members
  + Section 7.3 (Health & Safety) – to be completed by all consortium members
  + Section 7.4 (Environmental) - to be completed by the lead consortium member only on behalf of all members
  + Section 7.5 (Social & Economic) – Not used
  1. The lead consortium member is responsible for submitting the SQ responses for the consortium.
  2. Each consortium or partnership member’s SQ submission will be evaluated in accordance with the Evaluation of Questionnaires section below. In the event that one or more of the consortium or partnership members’ SQ fails any section, then the consortium or partnership submission is deemed to fail.
  3. The Council recognises that any arrangements in relation to consortia may be subject to future change. Organisations should therefore respond in the light of arrangements as currently envisaged. During the procurement process any changes to the composition of the consortium or partnership must be notified to the Council immediately. The new consortium or partnership member will be required to complete the SQ which will be assessed in accordance with the rules set out in the SQ.
  4. If a consortium is not proposing to form a corporate legal entity the Council reserves the right to require a successful consortium to form a single legal entity.

Sub-contracting arrangements

* 1. Any changes to subcontracting arrangements must be notified to the Council.

# Evaluation of Questionnaires

The Council will assess the questionnaires as set out below. Organisations should also refer to the Scoring Matrix which identifies how the marks will be allocated.

| **Section** | **Assessment** |
| --- | --- |
| **Part 1** | This section will be for information only. |
| **Part 2** | This section will be evaluated on a pass or fail basis. |
| **Part 3 –** Section 4  Economic & Financial Standing | Not used |
| **Part 3 –** Section 5  Technical & Professional Ability | This section will be evaluated on a scored basis. |
| **Part 3 –** Section 6  Modern Slavery Act | This section will be evaluated on a pass or fail basis. |
| **Part 3 –** Section 7.1 Technical and Professional Ability | This section will be evaluated on a scored basis |
| **Part 3 –** Section 7.2  Insurance | This section will be initially evaluated on a self-certification basis, with evidence required in the event that the applicant is successful at contract award stage. |
| **Part 3 –** Section 7.3  Health and Safety | This section will be evaluated on a pass or fail basis. |
| **Part 3 –** Section 7.4  Environmental | This section will be evaluated on a pass or fail basis. |
| **Part 3 –** Section 7.5  Social & Economic | Not used |
| **Appendix 2 -** Reference | Not used |
| **Selection** | Parts 1 and 2 and 3 (Sections 5,6 & 7) will be initially assessed.  Any applicant’s submissions failing to achieve a ‘Pass’ for all of these parts and sections will result in a failed submission.  **Any applicant failing to meet a minimum threshold score of 20. Out of the 30 marks available for Part 3 sections 5, and 7 will result in a failed submission**.  Any documentation relating to self-certification questions will be requested from all applicants progressing to tender evaluation stage, and the documentation relating to the proposed successful tenderer following completion of the tender evaluation process will be vetted to ensure that it is satisfactory. In the event that the documentation is not found to be satisfactory, that tender submission will be deemed non-compliant and the remaining tenders will be re-evaluated as necessary, including vetting the documentation of the ‘revised proposed successful tenderer’.  For the avoidance of doubt, no SQ applications previously identified as failing to progress to tender evaluation stage will be introduced as a ‘substitute’ where this non-compliant scenario arises unless all of the progressing applicants’ tenders are subsequently deemed to be non-compliant due to unsatisfactory self certification documentation. |

# Important Notice

* 1. This Selection Questionnaire (SQ) is for use by Organisations who are interested in providing the contract to provide South Tyneside Council’s waste streams and additional waste services (the ‘Contract’), their professional advisers and other parties essential to preparing responses to the SQ and for no other purpose.
  2. Part 1 and Part 2 of the Selection Questionnaire provide a formal statement that the relevant grounds for exclusion do not apply to the potential supplier completing it, a completed form is required for each organisation the potential supplier will rely on to meet the selection criteria. This also means that where the potential supplier is actually a group of suppliers, including joint ventures and partnerships, each potential supplier in that group must complete Part 1 and Part 2 of the standard Selection Questionnaire self-declaration.
  3. The contents of this SQ and of any other documentation sent to you in respect of this tender process, are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this SQ and all associated documents immediately and not to retain any electronic or paper copies.
  4. This SQ is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.
  5. The Council reserves the right to reject SQs which are not submitted in accordance with the instructions given.
  6. The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from cancellation of this process nor for any costs incurred by Organisations taking part in the tender process.
  7. The SQ must be received in accordance with the relevant instructions no later than the date specified. PLEASE NOTE any SQs received after the stated deadline WILL NOT be accepted. Please ensure you allow sufficient time to upload your SQ response and all documents relevant to your submission.
  8. In the event that Tenderers believe that they are unable to submit a SQ through the electronic system or require assistance or further information to be able to use the e-tendering process they must contact the Procuring Officer **no later than 4 calendar days** **before the submission date for the Tender** to enable any technical queries to be investigated and resolved.
  9. SQs must be completed in the English language. The SQ can be made available in other languages or formats that are appropriate for the Tenderer upon request.
  10. Organisations are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.
  11. A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment
  12. The Council requires that Tenderers agree to participate in the Council’s early payment programme, known as the Supplier Incentive Programme (“SIP”) and includes clauses in relation to it in all of its tender documentation. The SIP operates on a sliding scale basis. All invoices should still be submitted by the Tenderer at full value and any rebate will be determined by the Council dependent on the actual payment date that the Council achieves, and how many days this actual payment date is earlier than the contracted payment term of [30] days from the date the invoice is correctly received. The actual payment date is the day on which the Council executes its payment run that includes payment of the invoice in question.
  13. Early payment rebates that the Council will be entitled to deduct and retain will be calculated in accordance with the table in Appendix 1 of the Conditions of contract. The early payment rebate is applied to the gross amount that is being invoiced (therefore including all sums being invoiced). For more information visit: <http://www.southtyneside.info/article/24858/Supplier-Incentive-Programme> and click on the link “Find out more about the Supplier Incentive Programme”

# Freedom of Information and Environmental Information Statement

* 1. The Council are subject to The Freedom of Information Act 2000 (Act) and The Environmental Information Regulations 2004 (EIR).
  2. As part of the Council’s duties under the Act or EIR, it may need to disclose information about the procurement process or the Contract to anyone who makes a request.
  3. If an Organisation thinks that any of the information given in their SQ is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as ’**Not for disclosure to third parties**’. Organisations should also give valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
  4. The Council aim to consult with Organisations and consider comments and any objections before it releases any information to a third party under the Act or the EIR. However, the Council will be entitled to decide in its absolute discretion whether any information is:
     1. exempt from the Act or the EIR; or
     2. to be disclosed in response to a request for information.
  5. The Council must make its decision on disclosure in line with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under either of them.
  6. The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
     1. has not been clearly marked as ‘Not for disclosure to third parties’ with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible);
     2. does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
     3. in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

Part 1 – Potential Supplier Information & Part 2 – Exclusion Grounds

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| **Note to Organisation** 1. Supplier information The Council needs the Organisation profile section for information purposes only to ensure the Council has the correct details of all Organisations.  **This Section must be completed by all organisations**  It is essential that consortium, joint venture or other arrangements bids are fully explained to the Council. |

Consortia Bids

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| **Sole Bidding Organisations**  You are a sole bidding organisation if you are the only organisation bidding for this contract as part of your submission. You may intend to use subcontractors, consultants or other partner organisations to deliver against the requirements of the contract, but your organisation will be liable to the Council for the delivery of the requirements of the contract.  **Consortia, Partnerships and Joint Ventures**  You are a consortium if you are submitting a bid in partnership with another organisation or organisations, with the intention that all named bidders will be jointly awarded the contract. All parties will be jointly and severally liable to the Council for the delivery of the requirements of the contract, regardless of the value of their contribution in respect of the contract sum, time, volume, quality or any other considerations. The Council must be informed of any withdrawal of members of the consortium, partnership or joint venture during or subsequent to the SQ so that the implications of such a withdrawal may be assessed by the Council.  **Special Purpose Vehicles**  You are a special purpose vehicle (SPV) if you have formed or will form such an entity if successful, a limited liability partnership or other legal entity for the purpose of bidding for this contract, with the intention that this vehicle will be awarded the contract. This SPV legal entity will be liable to the Council for the delivery of the requirements of the contract.  **Other arrangement**  You should answer ‘Other Arrangement’ if the contractual structure of your consortium is different to those outlined above. Full details must be provided in Part 1.  **The lead member of a consortium must ensure that a completed SQ is submitted in respect of each member of the consortium, partnership or joint venture as appropriate, in accordance with the requirements set out in Cl 6.3 of this document.**  **The completed SQ(s) for each of the consortium members or partners should be referenced as “SQ - *Organisation name*” and attached and submitted with the Lead Member’s submission.** |

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| **Note to Organisation** **2. Part 2 – Exclusion Grounds: Section 2 - Grounds for mandatory exclusion** **Mandatory Grounds** – Answering NO to any of the mandatory grounds means that your organisation is confirming there are no convictions and this will result in a pass for this Section.  Answering YES to any one of the mandatory grounds will result in a fail for this Section unless the Council is satisfied that there are overriding requirements in the general interest which justify disregarding the mandatory ground. |

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| **Note to Organisation** **3.** **Part 2 – Exclusion Grounds: Section 3 - Grounds for discretionary exclusion** **Discretionary Grounds –** Answering NO to any of the discretionary grounds means that your organisation is confirming there are no convictions and this will result in a pass for this Section.  Answering YES to any one of the discretionary grounds will result in a fail for this Section unless the Council is satisfied that there are overriding requirements in the general interest which justify disregarding the discretionary ground. |

* 1. Section 4 – Economic & Financial Standing Not used

Section 5 – Technical and Professional Ability

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| **Note to organisation**  Sole Bidding Organisations and lead members of Consortia, Partnerships and Joint Ventures, and lead members of Special Purpose Vehicles must answer all questions in Section 5: Technical and Professional Ability.  **Sole Bidding Organisations**  You must answer each of the technical questions in respect of your own organisation.  **Consortia, Partnerships and Joint Ventures**  The lead consortium member must submit your SQ response on behalf of the whole consortium. You may draw on the experience, skills, capability of any combination of named consortium members in your responses, but these must be submitted by the lead consortium member in the form of a single response to each question. Answers submitted by other consortia, partnership and joint venture members will not be considered.  **Special Purpose Vehicles**  The lead member must submit your SQ response on behalf of the whole SPV. You may draw on the experience, skills, capability of any combination of named SPV members in your responses, but these must be submitted by the lead member in the form of a single response to each question. Answers submitted by other SPV members will not be considered.  This section will be evaluated on a scored basis for each question. The marks available are as stated against each question. Organisations should also refer to the Scoring Matrix.  Questions in Section 5 can achieve a total of 10 marks (assuming 5.3 is answered in lieu 5.1). The marks achievable for each individual question are outlined below. |

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| ***Question 5.1***  This question will be evaluated on a scored basis.  This question will be scored out of a maximum of 10 marks, and marked in line with the scoring methodology in the Evaluation Matrix  Details of only one example project should be submitted - in the event that more than one is submitted only the first will be evaluated and all others disregarded. |

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| ***Question 5.2***  This question will be evaluated on a scored basis.  This question will be scored out of a maximum of 5 marks, and marked in line with the scoring methodology in the Evaluation Matrix |

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| ***Question 5.3***  This question is only to be completed if question 5.1 is unable to be completed, and will be evaluated on a scored basis.  This question will be scored out of a maximum of 5 marks, and marked in line with the scoring methodology in the Evaluation Matrix |

Section 6 – Modern Slavery Act 2015

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| **Note to Organisation** ***Questions 6.1 and 6.2 should be completed by all Organisations*** Answering NO to 6.2 without a satisfactory explanation given will result in a fail for this Section. |

**Section 7.1 - Technical and Professional Ability / Project Specific**

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| **Note to organisation**  Sole Bidding Organisations and lead members of Consortia, Partnerships and Joint Ventures, and lead members of Special Purpose Vehicles must answer all questions in Section 7.1: Technical and Professional Ability.  **Sole Bidding Organisations**  You must answer each of the technical questions in respect of your own organisation.  **Consortia, Partnerships and Joint Ventures**  The lead consortium member must submit your SQ response on behalf of the whole consortium. You may draw on the experience, skills, capability of any combination of named consortium members in your responses, but these must be submitted by the lead consortium member in the form of a single response to each question. Answers submitted by other consortia, partnership and joint venture members will not be considered.  **Special Purpose Vehicles**  The lead member must submit your SQ response on behalf of the whole SPV. You may draw on the experience, skills, capability of any combination of named SPV members in your responses, but these must be submitted by the lead member in the form of a single response to each question. Answers submitted by other SPV members will not be considered.  This section will be evaluated on a scored basis for each question. The marks available are as stated against each question. Organisations should also refer to the Scoring Matrix.  Questions in Section 7 can achieve a total of 20 marks. The marks achievable for each individual question are outlined below. |

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| ***Question 7.1.1***  This question will be evaluated on a scored basis.  This question will be scored out of a maximum of 1 marks, and marked in line with the scoring methodology in the Evaluation Matrix |

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| ***Question 7.1.2***  This question will be evaluated on a scored basis.  This question will be scored out of a maximum of 9 marks, and marked in line with the scoring methodology in the Evaluation Matrix. |

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| ***Question 7.1.3***  This question will be evaluated on a scored basis.  This question will be scored out of a maximum of 2 marks, and marked in line with the scoring methodology in the Evaluation Matrix. |

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| ***Question 7.1.4***  This question will be evaluated on a scored basis.  This question will be scored out of a maximum of 2 marks, and marked in line with the scoring methodology in the Evaluation Matrix. |

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| ***Question 7.1.5***  This question will be evaluated on a scored basis.  This question will be scored out of a maximum of 2 marks, and marked in line with the scoring methodology in the Evaluation Matrix. |

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| ***Question 7.1.6***  This question will be evaluated on a scored basis.  This question will be scored out of a maximum of 2 marks, and marked in line with the scoring methodology in the Evaluation Matrix. |

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| ***Question 7.1.7***  This question will be evaluated on a scored basis.  This question will be scored out of a maximum of 2 marks, and marked in line with the scoring methodology in the Evaluation Matrix |

**Section 7.2 - Insurance**

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| **Note to organisation**  **This Section must be completed by all organisations**  The Council will evaluate this section on a pass or fail basis.  In order to pass this Section you must confirm that you have or if successful will buy the required levels of insurance.  The levels of insurance required for this contract are shown below.  The Council will seek evidence of insurance cover from the winning bidder before contract commencement. |
| **Public liability £5 million** |
| **Employers liability £10 million** |
| **Products Liability £5m Limit of Indemnity** |

**Section 7.3 – Health & Safety**

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| **Note to organisation**  **This Section must be completed by all sole bidding organisations, and any member of a consortium identified in Part 1 Question 1.2**  This section will be evaluated on a pass/fail basis, using the Council’s Health and Safety Advisers, in respect to the responses to each question. |

**7.3.1**

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| **Note to organisation**  ***Question 7.3.1 should be completed by all Organisations.***  *This section will be evaluated on a pass/fail basis and marked in line with the scoring methodology in the Evaluation Matrix* |

**7.3.2**

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| **Note to organisation**  ***Question 7.3.2 should be completed by all Organisations.***  *This section will information only* *in line with the methodology in the Evaluation Matrix* |

**7.3.3**

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| **Note to organisation**  ***Question 7.3.3 should be completed by all Organisations.***  *This section will be evaluated on a pass/fail basis and marked in line with the scoring methodology in the Evaluation Matrix* |

**7.3.4**

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| **Note to organisation**  ***Question 7.3.4 should be completed by all Organisations.***  *This section will be evaluated on a pass/fail basis and marked in line with the scoring methodology in the Evaluation Matrix* |

**7.3.5**

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| **Note to organisation**  ***Question 7.3.5 should be completed by all Organisations.***  *This section will be evaluated on a pass/fail basis and marked in line with the scoring methodology in the Evaluation Matrix* |

Section 7.4 - Environmental

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| ***Question 7.4.1 should be completed by all Organisations.***  *This section will be evaluated on a pass/fail basis and marked in line with the scoring methodology in the Evaluation Matrix* |