

**ANSA ENVIRONMENTAL SERVICES LIMITED**

**OPEN PROCEDURE GUIDANCE DOCUMENT**

**INVITATION TO TENDER**

**Provision of Waste Haulage**

**Contract Period:** 7th August 2021 until 31st August 2022 (with the option to extend for up to an additional 2 years)

**CHEST REF: XXXXXXXXXXXX**

© 2021

Copyright – Ansa Environmental Services Ltd - All rights reserved

No part of this publication may be reproduced, stored in a retrieval system or transmitted in any form or by any means electronic, mechanical, photocopying, recording or otherwise without the prior written permission of Ansa Environmental Services Ltd

Version 2.0

**SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

|  |  |
| --- | --- |
| **ITEM** | **CONTRACT DETAILS** |
| Contract Description: | Provision of Waste Haulage |
| Value: | Contract Value - £250,000 Appx  Up to £1,000,000 should all potential service changes be implemented.  IMPORTANT NOTE: The above Contract Value is estimated and given in good faith. Ansa cannot offer guarantees in terms of minimum or maximum Contract values. |
| Period of Contract: | 7th August 2021 until 6th August 2024 (with the option to extend for up to an additional 2 years) |
| Procuring Officer: | Andrew Bennett |
| Submission instructions: | Submissions must be received via The Chest  <https://www.the-chest.org.uk/>  Please note you are required to register, express an interest, download the ITT documentation and upload the completed ITT document by **12.00 Noon on 18th June 2021** |

**TIMETABLE**

This timetable is indicative only. Ansa reserves the right to change the Timetable it at its discretion.

| **Stage** | **Date(s)/ time** |
| --- | --- |
| Issue of Invitation to Tender | 26th May 2021 |
| Clarification questions | 18th June 2021 |
| Deadline for Submission of Tenders | 12.00 noon on Friday 25th June 2021 |
| Evaluation of Tenders | 28th June 2021 until 9th July 2021 |
| Notification of result of evaluation and Standstill period begins | 9th July 2021 |
| Standstill period ends | 19th July 2021 |
| Expected date of award of Contract | 19th July 2021 |
| Contract commencement | 7th August 2021 |

**IMPORTANT NOTICE**

This Invitation to Tender (“ITT”) is issued to those companies who have expressed an interest (“suppliers”) to **Ansa Environmental Services Limited** (“Ansa”) to **Provision of Waste Haulage** (the “Contract”)*,* their professional advisers and other parties essential to preparing a Tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT, 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 Ansa and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No supplier will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of Ansa, including agreement on the format and content of any publicity.

This ITT 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 or any inaccuracy or incompleteness is therefore expressly disclaimed by Ansa and its advisers.

Ansa reserves the right to cancel the Tender process at any point. Ansa is not liable for any costs resulting from any cancellation of this Tender process nor for any other costs incurred by those quoting for this Contract.

You are deemed to understand fully the processes that Ansa is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

**TENDER AND CONTRACT DEFINITIONS**

|  |  |
| --- | --- |
| “Ansa” | is Ansa Environmental Services Ltd is a wholly owned and controlled company of Cheshire East Council Ansa was formed in 2014 and is responsible for delivering the Cheshire East Council’s waste collection and disposal services which includes street cleansing services. |
| “Associated Business” | Ansa is part of a group of companies of which Ansa’s associated businesses may choose to access this contract for their own business requirements or may require business through Ansa including but not limiting to the following companies   1. Cheshire East Council (CEC) 2. Orbitas Bereavement Services 3. Transport Service Solutions Ltd (TSS) 4. Alliance Environmental Services (AES) |
| “Authorised Officer” | the person duly appointed by Ansa and notified in writing to the Supplier to act as the representative of Ansa for the purpose of the Contract or as amended from time-to-time. |
| “Contract” | This agreement consists of the following listed documents which shall be read as one document.   1. Specification 2. Contract Terms and Conditions 3. The Supplier’s response to Ansa’s Invitation to Tender. |
| “Council” | means Cheshire East Borough Council and where the context so admits includes any person which takes over or assumes the statutory functions or administrative responsibilities of the Council (whether in part or totally) or which is controlled by or is under common control with the Council (and the expression ‘control’ shall mean the power to direct or cause the direction of the general management and policies of the person in question but only for so long as such control exists). |
| “ITT” | Ansa’s Invitation to Tender for the Contract |
| “Quote” | The suppliers response for the Services in response to Ansa’s Invitation to Tender |
| “Supplier” | Organisation who is providing the services and the response to Ansa’s Invitation to Tender |
| “Tender” | the Supplier’s response for the Services in response to Ansa’s Invitation to Tender included in Part 3 – Response Document. |

**CONTENTS**

[Provision of Waste Haulage GUIDANCE 6](#_Toc529366120)

[1. BACKGROUND 6](#_Toc529366121)

[2. CONTRACT DOCUMENTS 6](#_Toc529366122)

[3. TENDER SUBMISSION REQUIREMENTS 6](#_Toc529366123)

[4. ITT SUBMISSION CRITERIA 7](#_Toc529366124)

[5. DESCRIPTION OF PROCUREMENT PROCESS, EVALUATION CRITERIA AND WEIGHTINGS 9](#_Toc529366125)

[6. TENDER EVALUATION – SUITABILITY ASSESSMENT QUESTIONNAIRE 8](#_Toc529366126)

[7. ITT EVALUATION CRITERIA 12](#_Toc529366127)

[8. EVALUATION MECHANISM AND SCORING STRUCTURE 13](#_Toc529366128)

[9. CLARIFICATIONS 14](#_Toc529366129)

[10. NATIONAL FRAUD INITIATIVE AND WHISTLE BLOWING POLICY 15](#_Toc529366130)

[11. CORPORATE REQUIREMENTS 15](#_Toc529366131)

[12. EQUALITY AND DIVERSITY 16](#_Toc529366132)

[SCHEDULE 1 - SPECIFICATION ………………........18](#_Toc529366133)

[SCHEDULE 2 – EQUALITY QUESTIONNAIRE 21](#_Toc529366134)

[SCHEDULE 3 – CONDITIONS OF CONTRACT 24](#_Toc529366135)

SCHEDULE 4 - HAULAGE REQUIREMENTS …………………………………………………..25

SCHEDULE 5 - SITE RULES ……………………………………………………………………...32

SCHEDULE 6 - EXISTING WASTE DISPOSAL AND TRANSPORT CONTRACTS ………..33

SCHEDULE 7 - HISTORIC PAYLOADS………………………………………………….……….34

SCHEDULE 8 - KPI CRITERIA AND REPORTING …………………………………………….36

PROVISION OF WASTE HAULAGE GUIDANCE

* + - 1. BACKGROUND

1. Ansa’s needs under the Contract and other relevant information are provided in Schedule One Specification of this document.
2. If you have any questions or require any clarifications, please contact the Procuring Officer via The Chest [https://www.the-chest.org.uk/].
3. Other than the person identified above, no Ansa employee or member of Ansa has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
4. Please note that Ansa’s responses to any queries or clarification requests may, at Ansa’s discretion, be circulated to all Suppliers.
5. Ansa reserves the right to issue supplementary documentation at any time during the tender process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
6. Suppliers must obtain for themselves at their own expense all information necessary for the preparation of their Tender.
7. Under the Contract Ansa will require compliance with its policies. Suppliers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
8. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
9. **Social Value:** Ansa is committed to the Public Services (Social Value) Act 2012 (PSSVA 2012); ensuring that social, economic and environmental issues are considered at all stages of our commissioning and procuring process, and as part of the whole life cost of a Contract.

If Social Value including but not limited to Corporate Social Value and Modern Slavery forms part of the award criteria, it will be given a weighting and scored as per the evaluation matrix.

* + - 1. CONTRACT DOCUMENTS
  1. Any resulting Contract will consist of the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
  2. Ansa is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
  3. Any Tender award will be conditional on the Contract being approved in accordance with Ansa’s internal procedures and Ansa being generally able to proceed. The statutory standstill period of a minimum of 10 calendar days will elapse before confirmation of contract award is sent to the successful Tenderer.
  4. Ansa reserves the right to request a company bond or a parent company guarantee if required and/or appropriate.
  5. Please note that no work must be commenced by the successful tenderer and no payment can be made until Ansa’s Purchase Order has been received.
     + 1. TENDER SUBMISSION REQUIREMENTS
  6. The closing date and time for receipt of the ITT is **12.00 Noon on 18th June 2021.**
  7. Organisations full registered business/name and main office address must be provided on all documents.
  8. Tenders must be written in the English language.
  9. Only one tender is permitted from each supplier. In the event that more than one tender is submitted by a Supplier, the tender with the latest submission time will be evaluated and the other(s) disregarded.
  10. The Tender (including price) should remain valid for a minimum period of 90 days.
  11. The Tender must not be qualified in any way.
  12. Any signatures must be made by a person who is authorised to commit the Tender to the Contract.
  13. Submissions must be made using the response document only; answers to questions must be in the box provided within the response document and Cross Referencing Answer to Answer is not permitted.
  14. Tenderers are required to submit their Response in the format provided by Ansa Environmental Services (for example: Word Document), including the pricing schedule which is an MS Exel attachment. If suppliers feel that there is a need to submit a pdf version, this will be accepted, however an editable word or excel document must also be submitted for evaluation purposes. Failure to provide this supplementary information may result in the submission not evaluated further.
  15. Please ensure you leave sufficient time to upload your ITT prior to the closing date/time. Ansa cannot be held responsible for technical/ ICT issues in leaving the uploading of your submission too late.
  16. No submission received after the closing date and time will be considered other than where there are exceptional circumstances which may be considered by Ansa’s Legal Representative at their sole discretion. Please note that submissions which are partly through being uploaded at the closing time will be considered to have not been received.
  17. Unless otherwise instructed, delivery of the ITT submission by hand, fax, e-mail, post will not be considered.
  18. Any signatures must be made by a person who is authorised to commit the Supplier to the Contract.
      + 1. ITT SUBMISSION CRITERIA
  19. Ansa does not undertake to accept the lowest or any tender and reserves the right to accept the whole or any part of any tender submitted.
  20. Each tender will be checked initially for compliance with all requirements of the ITT.
  21. Ansa reserves the right to reject or disqualify a Suppliers submission where documents are completed incorrectly, are incomplete or fail to meet Ansa’s submission requirements which are detailed in this document.
  22. Ansa reserves the right to reject or disqualify a Suppliers submission if in the opinion of Ansa the Supplier is guilty of misrepresentation in relation to its submission and/or the Selection or Award stages.
  23. Errors in Tenders: The Supplier will be given details of any error(s) found during evaluation and shall be given the opportunity to confirm without amendment or withdraw the tender; or
  24. If clause 4.4 is not applicable, and pursuant to 4.5, the Supplier will be amended to correct the genuine error(s), no other adjustment, revision or qualification is permitted.
  25. If a Tender containing major arithmetical errors or a large number of arithmetical errors is submitted then this may be rejected on the grounds that there is a serious doubt about the competence of the bidder.
  26. Failure to complete all relevant sections or sign the document where required may render your submission incomplete or non-compliant and may invalidate your submission.
  27. Tenders will be evaluated against the award criteria set out in Table 2.
  28. During the evaluation period, Ansa reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Suppliers, to assist it in its consideration of their tender.
  29. Ansa may decide to interview Suppliers or hold clarification meetings to assist its Tender process, and Suppliers will be notified in due course.
      + 1. INTRODUCTION / **PROJECT BRIEF**
  30. Cheshire East Council (the Council) has a service delivery strategy which incorporates strategic commissioning of services. The Council is one of the largest local authorities in the North West covering an area of over 1,000 km2 with a population of approx. 370,000.
  31. This strategy has resulted in the creation of Alternative Service Delivery Vehicles (ASDVs), wholly owned and controlled companies of the Council.
  32. Details of some of the Council’s ASDVs are as follows:
      1. Ansa Environmental Services Ltd (Ansa)
      2. Orbitas Bereavement Services Ltd (Orbitas)
      3. Transport Service Solutions Ltd (TSS)
  33. The contract will be between Ansa and the Successful Supplier, however all of the above ASDVs will have access to the Contract and benefit from all elements of the Specification.
  34. Ansa is responsible for the Council’s Waste, Cleansing, Grounds Maintenance and Fleet services and will be the main service user of the Contract. Consequently, Ansa will be the lead ASDV from this group and any Contract will be between Ansa and the Service Provider.
  35. In addition to the above ASDV’s, Ansa’s has formed a joint venture organisation (Alliance Environmental Services Ltd (AES)) with High Peak and Staffordshire Moorlands Borough Councils to provide similar services. Ansa will make any contract available to AES should this company have requirements which can be met by this Contract.
  36. Ansa currently operate two waste transfer facilities at its headquarters located at; Environmental Hub, Cledford Lane, Middlewich, Cheshire, CW10 0JR.
  37. The total annual volume of waste transferred through these facilities is approximately 130,000 tonnes across four waste streams.
  38. Ansa require a single supplier to provide haulage services for part of this tonnage. It is not envisaged that haulage services will be required for the full volume of waste transferred at the Environmental Hub.
  39. Although the scope of the contract will not consider the full volume of waste transferred at the Environmental Hub, the successful supplier may be used as a contingency haulage provider where substantive haulage providers incur problems. The successful supplier may also be approached under the terms of this contract should Ansa’s haulage alter. The successful supplier will not be obligated to provide additional haulage services and arrangements relating to additional haulage requirements will be mutually agreed.
  40. Please refer to the Specification at Schedule One of this document for further details regarding requirements.
      + 1. DESCRIPTION OF PROCUREMENT PROCESS, EVALUATION CRITERIA AND WEIGHTINGS
  41. **Open Procedure**
      1. The procurement process adopted by Ansa is based upon the open tendering procedure as detailed in the Public Contracts Regulations 2015. In brief, the process will be as follows:

All suppliers expressing an interest in the Contract have been sent an Invitation to Tender (ITT) email notification and their subsequent tender submission will initially be evaluated to ensure that all the stated qualifying criteria are met.

All Tenders which meet the qualifying criteria will be evaluated in full against the award criteria and this is explained in further detail in the following paragraphs.

* + - 1. TENDER EVALUATION – SUITABILITY ASSESSMENT QUESTIONNAIRE
  1. The evaluation will be based upon two stages, qualifying and award; only those Tenders that meet the qualifying criteria within the Suitability Assessment Questionnaire (SAQ) will then be scored against the award criteria. Those deemed not to meet the qualifying criteria will not be considered further.
  2. A number of qualifying criteria will be applied to the responses given by suppliers to the Suitability Assessment Questionnaire section of this tender document. These qualifying criteria are essentially the minimum standards which Suppliers must meet or exceed. They address the Supplier’s capacity to perform the contract, i.e. the minimum requirements for professional, technical and financial capacity.
  3. Those Suppliers meeting the criteria will be accepted for the next stage where they will be scored against the award criteria. The qualifying criteria will be based upon the following factors and will be assessed as a weighted score or ‘Pass’ / ‘Fail’. Should a Supplier fail any section of Schedule Three Suitability Assessment Questionnaire they will receive an overall ‘Fail’ and will not proceed further with the evaluation.

**Any Tender failing any of the below qualifying criteria, giving rise to concerns which cannot be satisfied, will not be evaluated further.**

**Table 1**

| **Questionnaire Schedule/Section** | **Assessment** | **“Fail” on** |
| --- | --- | --- |
| **Schedule One**  Form of Tender | This question is based on pass and fail. To accept formally by form or tender | No Acceptance /Signature of Schedule 1 |
| **Schedule Two**  Certificate of Non-Collusion and Non-Canvassing | This question is based on pass and fail. To accept formally by confirming non collusion and canvassing. | No Acceptance /Signature of Schedule 2 |
| **Schedule Three**  Suitability Assessment Questionnaire | The questions in Schedule Three will be evaluated on either a scored or a Pass/Fail basis.  The scoring criteria table further below will show the relevant criteria for each question. | Applicants will fail on incomplete responses, and / or as detailed below and / or not meeting the **minimum SAQ pass score of 50%** for scored questions  A ‘fail’ is given for a pass / fail question. |
| **Section 1**  Organisation Profile | The supplier is required to complete all elements of the Organisational Profile. This information is required, to ensure Ansa has the correct details of all Organisations. | N/A |
| **Section 2**  Mandatory Exclusion Grounds | These sections are to be scored on a pass/fail basis.  If an Organisation cannot confirm any of the statements, Ansa reserves the right to disqualify the Organisation from the process at this point in the evaluation. | Unlawful Actions |
| **Section 3**  Discretionary Exclusion Grounds | These sections are to be scored on a pass/fail basis.  If an Organisation cannot confirm any of the statements, Ansa reserves the right to disqualify the Organisation from the process at this point in the evaluation. | Unlawful Actions and/or unacceptable mitigations/explanation. |
| **Section 4**  Insurance | This question requires confirmation of insurance for Employers Liability, Public Liability and Professional Indemnity, specifically in relation to Data Breach | Incomplete and/or unsigned info and/or not able to meet minimum levels |
| **Section 5**  Technical Capacity and Experience | This question requires information of your technical and professional ability with previous similar projects. | Incomplete information, unsuccessful references and / or no suitable explanation of missing information. |
| **Section 6**  Equality and Diversity | This question requires the supplier to advise their commitment to equality within the workplace. | No policy (If deemed appropriate) and/or unsatisfactory responses |
| **Section 7**  Economic and Financial Standing | The supplier is required to send one of the requested documents to Ansa for review. Ansa may consult an on-line financial system to verify your Company’s financial standing. | Incomplete / incorrect information or document provided / failure to agree to statement |
| **Section 8**  Social Values | This section will be scored as 40% of the total Suitability Assessment Questionnaire scoring  The supplier is required to outline the organisations social values including but not limiting to: Environmental Safety, Modern Slavery and Corporate Social Responsibility | Incomplete information and/or unsatisfactory provisions for the organisations Social Values and/or did not achieve the required pass mark |
| **Section 9**  Health and Safety | This section will be scored as 60% of the total Suitability Assessment Questionnaire scoring.  The supplier is required to advise Ansa of their Health and Safety commitment in relation to policies and risk assessments to evidence that the supplier has good processes and practices in managing health and safety and mitigating risks and accidents. | Incomplete information and/or unsatisfactory health and safety provisions or did not achieve the required pass mark. |
| **Section 10**  Subcontracting | Whilst subcontractors are not expected for this contract, the supplier is required to outline any proposed subcontractors they may use, providing further information on the benefits and management of subcontractors | N/A |
| **Schedule Four**  Compliance with Specification & Scope of Requirements | This section will be assessed and responses evaluated on a pass / fail basis, the supplier is expected to provide detail of areas they are not able to meet to be review by Ansa. | Incomplete information and/or unsatisfactory amendments and non-compliance |
| **Schedule Five**  Pricing Schedule | **Forms part of the ITT Award Criteria**  See section 8 below and Response Document for further details. | Fail on incomplete Pricing Schedule, restructuring of the Pricing Schedule and/or submitting abnormally low prices. |
| **Schedule Six**  Qualitative Questions | **Forms part of the ITT Award Criteria**  See section 8 below and Response Document for further details. | Being awarded a fail on any pass/fail question. |
| **Schedule Seven**  Declaration | This section will be assessed and responses evaluated on a pass / fail basis. | No Acceptance /Signature |

* 1. If a ‘Fail’ has been awarded for any element of Schedule 1, 2, 3, 4, and 7, the tenderer’s submission will not progress with the tender evaluation
  2. Organisations must score a minimum combined score of 50% or above for Section 8 and 9 in Schedule 3. Scored question have an individual weighting %.
  3. The tenderer’s response to the scored questions within Schedule 3 of the Suitability Assessment Questionnaire (Section 8 and 9) will be scored between 0 and 10 according to the pre-agreed scoring grid detailed in Section 9.2.4.
     + 1. ITT EVALUATION CRITERIA
  4. The submissions received will be evaluated against the evaluation criteria shown in the Table 2 below and will be awarded on the basis of the Most Economically Advantageous Tender (MEAT).

**Table 2**

| **Evaluation Matrix** | | **Score Weighting** |
| --- | --- | --- |
| **Schedule 1 - Form of Tender** | | |
| Completeness of the form of tender | | Pass / Fail |
| **Schedule 2 - Non-Canvassing and Non-Collusion** | | |
| Completeness of the non-canvassing and non-collusion certificate | | Pass / Fail |
| **Schedule 3 - Business Questionnaire** | | |
| **Section 1 -** Organisation Profile | | Information Only |
| **Section 2 –** Mandatory Grounds for Exclusion | | Pass / Fail |
| **Section 3 –** Discretionary Grounds for Exclusion | | Pass / Fail |
| **Section 4 -** Insurance | | Pass / Fail |
| **Section 5 -** Technical Capacity and Experience | | Pass / Fail |
| **Section 6 -** Equality and Diversity | | Pass / Fail |
| **Section 7 -** Economic and Financial Standing | | Pass / Fail |
| **Section 8 -** Social Values | | 40% |
| **Section 9 -** Health and Safety | | 60% |
| **Section 10 -** Subcontracting | | Information Only |
| ***Total*** | | ***Pass / Fail*** |
| **Schedule 4 - Compliance and Service Capabilities** | | |
| Compliance with Specification and Scope of Requirements | | Pass / Fail |
| **Schedule 5 - Pricing Schedule** | | |
| Pricing Schedule 1 – Waste Haulage Services | | 40% |
| ***Total*** | | ***40%*** |
| **Schedule 6 - Qualitative Questions** | | |
| Q1 | Method Statement | 20% |
| Q2 | Performance Management | 20% |
| Q3 | Management Structure | 10% |
| Q4 | Business Continuity | 10% |
| ***Total*** | | ***60%*** |
| **Schedule 7 - Declaration** | | |
| Compliance with Declaration | | Pass / Fail |

* + - 1. EVALUATION MECHANISM AND SCORING STRUCTURE
  1. **Financial Evaluation – 40% Weighting**
     1. Failure to complete the Pricing Schedule in the provided source(s) may result in your Organisation’s submission being rejected.
     2. All Prices shall be stated in pounds sterling and exclusive of VAT.
     3. Suppliers must also indicate all other costs that will be associated with the contract e.g. rates, expenses, delivery to the specified locations etc. No claim for additional payment for items that have not been specified will be accepted.
     4. Prices are to be fixed for the initial contract period
     5. Importantly for ITT award criteria, the price is converted into a score as a percentage of the lowest bid price. The lowest, but feasible, price is awarded 100% and is then converted into a percentage, relative to the main criteria table.

The sum of all of these derived percentages allows final ranking of economic operators.

|  |  |  |
| --- | --- | --- |
| **EXAMPLE:** | |  |
| Pricing Element = 40% weighting: Company A = £1000.00 Company B = £2000.00 Company C = £3000.00 | Lowest Price/Submitted Price x Price Criteria Weighting: Therefore – Company A = £1000.00 / £1000.00 x 50 = 40%  Company B = £1000.00 / £2000.00 x 50 = 20%  Company C = £1000.00 / £3000.00 x 50 = 16.6% | | |

* 1. **Qualitative Evaluation – 60% Weighting**
     1. The Supplier’s response to the Qualitative Questions is scored between 0 and 10 according to the pre-agreed scoring grid, detailed in section 8.2.4 below.
     2. Each scored question will be weighted accordingly. All weightings are provided in Section 7 - Table 2.
     3. For each question the actual score given is divided by the maximum score possible and multiplied by the weighting.

|  |
| --- |
| **EXAMPLE**:  Question 1 has an overall weighting of 10%;  Max score allowed = 10;  Actual score given = 6;  Adjusted score = Actual / Max = 6 / 10 = 0.6 or 60%  As applied to the Question 1 - Overall Percentage Weighting (Q1 = 10%), the Final Weighted Score is = 10% x 0.6 = 6%. |

* + 1. All scored questions within the Qualitative Evaluation and Sections 8 and 9 of the Suitability Assessment Questionnaire will be evaluated in accordance with the below scoring methodology.

Scores will be awarded as follows:

|  |  |
| --- | --- |
| Exceptional understanding and interpretation | 10 |
| Above expectations and an excellent understanding and interpretation of requirements | 8 |
| Meets expectations and reflects adequate understanding of all issues and aspects | 6 |
| Below expectations, reflects limited understanding and misses some aspects | 4 |
| Well below expectations and significantly fails to meet the standard | 2 |
| Unacceptable and complete failure to grasp/ reflect the core issues | 0 |

* + - 1. **CLARIFICATIONS**
  1. **Pre–Submission Clarification:**
     1. All clarifications raised by tenderers prior to the submission (deadline) close time/date in regard to this ITT must be submitted in writing via the chest, in the first instance by the date shown on the “Indicative Timetable”
     2. Queries should be received no later than **12.00 noon on 5th June 2021.**
     3. Ansa shall endeavour to respond to queries within two working days. If Ansa considers any question or request for clarification to be of material significance, both the query and the response will be circulated in a suitably anonymous form to all operators who have expressed an interest in the award of the Contract.
     4. Ansa reserves the right to retain all and any of the information supplied to it by the tenderer(s).
  2. **Post-Submission clarifications:** 
     1. Ansa reserves the right, after submissions have been opened, to clarify with any tenderer, any aspect of the submission and to retain all and any of the information supplied to it by the tenderer(s). It is imperative that all tenderers are available during the evaluation period of this process.
     2. Any clarifications in respect of the Conditions of Contract or any specific industry related issues must be raised as a clarification during the pre-submission clarification period and/or within Schedule Four – Compliance and Service Capabilities. Any amendments to our Conditions of Contract which have not been agreed as part of the pre-deadline clarification process will make the submission non-compliant.
  3. **Clarification meetings, site visits and interviews**
     1. Ansa reserves the right to hold clarification meetings, site visits and/or interviews as it considers appropriate both before and after Tender submission.
     2. Should Ansa decide to interview Tenderers or hold clarification meetings to assist its tendering process, Tenderers will be notified in due course.
        1. **NATIONAL** FRAUD INITIATIVE AND WHISTLE BLOWING POLICY
  4. The Supplier should be aware that Ansa Environmental Services Ltd may take part in bi-annual National Fraud Initiative (NFI) exercises undertaken by the Audit Commission, or equivalent body.  This requires Ansa TO provide details of transactional activity for a period of time, namely invoice details, plus supplier master-file data e.g. company name, vat / company registration details, bank account details.  Data matching exercises are then undertaken by the Audit Commission, or equivalent body, to assist in the prevention and detection of fraud.
  5. As Ansa Environmental Services Ltd, is a wholly owned company of Cheshire East Borough Council, the Supplier shall comply with Cheshire East Borough Council’s whistle blowing procedure which   ensures that employees of the Supplier are able to bring to the attention of a Relevant Authority malpractice, fraud and breach of Laws on the part of the Supplier or any Sub-contractor without fear of disciplinary and other retribution or discriminatory action.
  6. Suppliers and their employees may wish to acquaint themselves with the implications of the Code for them.  Suppliers’ employees may wish, for example, to report any breaches in the way in which the contract is being performed or any unacceptable behaviour by a fellow employee, a Council employee or an Ansa employee.
  7. For further information and guidance along with details as to how to make such a disclosure, please refer to the [Whistleblowing Policy (PDF, 85KB)](http://www.cheshireeast.gov.uk/pdf/Whistleblowing_Policy.pdf) or email [whistleblowing@cheshireeast.gov.uk](mailto:whistleblowing@cheshireeast.gov.uk)
     + 1. **CORPORATE REQUIREMENTS**
  8. Ansa has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services. Ansa is delivering its services when a contractor is delivering services on behalf of Ansa. It is therefore incumbent upon Ansa to ensure that these statutory requirements are carried out by any contractor that is working for Ansa. Consequently, Ansa is looking for a commitment within Suppliers to assisting Ansa in their duties. Ansa does not consider that these requirements will be onerous and so pricing should not be affected in complying with any of these obligations but if a Supplier believes there is a pricing impact, the impact of complying with these obligations should be clearly identified in their Pricing Schedule.
     + 1. **EQUALITY AND DIVERSITY**
  9. Ansa is committed to providing its services in a way that promotes equality of opportunity at every possibility. It is expected that the successful Supplier will be equally committed to equality and diversity in its employment practices and service provision, and will ensure compliance with all anti-discrimination legislation.
  10. Suppliers should note that the successful Supplier will be asked to contract with Ansa to ensure that they adhere to these obligations. Ansa will, if appropriate, monitor the successful Supplier’s compliance throughout the Contract Period.
      + 1. **GDPR**
  11. Ansa is aware of the General Data Protection Regulations (GDPR) which came into effect on 25 May 2018. The regulations encompass a much wider and more robust set of rules and controls to ensure that subjects’ data is protected appropriately and includes data that we process on behalf of subjects.
  12. The Supplier will handle and process all personal data in accordance with GDPR regulations at all times.
      + 1. **CORPORATE SOCIAL RESPONSIBILITY**
  13. Ansa are committed to working with and supporting suppliers Corporate Social Responsibility (CSR) to improve their and their Supply Chain’s environment which includes but does not limit: Social impacts; political adherence and governance; environmental sustainability and improvement; ethical operation; philanthropic support and support to local residents and communities.
  14. Within the supplier’s tender response, the supplier should clearly outline their CSR values and how the Organisation plans to continue to develop their CSR and their Supply Chain’s CSR Values.
      + 1. **LEGISLATION, REGULATIONS AND JURISDICTION**
  15. The supplier must comply with all relevant legislation, regulations and jurisdictions which includes but does not limit to the Freedom of Information Act, Modern Slavery Act 2015 and General Data Protection Regulations.
  16. Ansa may, at any point, request evidence or demonstration that the Supplier is adhering to relevant legislation, regulation and jurisdiction, to be provided within 5 working days of the initial request.
  17. The Supplier must note that, any information provided to Ansa may be required to be issued in accordance with the Freedom of Information Act.
  18. Suppliers should work towards ensuring that their employees are paid the national living wage also ensuring the supply chain adhere to the Modern Slavery Act 2015.
  19. The suppliers are required to comply with the Ethical Trading Initiative (<http://www.ethicaltrade.org/>) and the 8 base codes it stipulates:
      1. Employment is freely chosen
      2. Freedom of association and the right to collaborative bargaining are respected
      3. Working conditions are safe and hygienic
      4. Child labour shall not be used
      5. Living wages are paid
      6. Working hours are not excessive
      7. No discrimination is practiced
      8. Regular employment is provided

Schedule 1 - Specification

1. **Introduction/ Project Brief**
   1. Ansa Environmental Services Ltd (“Ansa”) is a wholly owned and controlled company of Cheshire East Council (“the Council”). Ansa was formed in 2014 and is responsible for delivering the Cheshire East Council’s waste collection and disposal services which includes street cleansing services.
   2. Ansa operate a fortnightly kerbside collection service which offers residents (of Councils including Cheshire East Council, High Peak Borough Council and Staffordshire Moorlands Borough Council) the collection of three waste streams; residual (non-recyclable), comingled-recycling and garden waste. All waste streams are collected in wheeled bins via Refuse Collection Vehicles.
   3. In addition to waste collections and disposal services, Ansa provides Cheshire East Council’s services in relation to, street cleansing, fleet management, parks and grounds development and maintenance.
   4. Ansa requires a single contractor to provide services associated with the Provision of Waste Haulage.
   5. Ansa is a part of a group of companies, of which Ansa’s associated businesses may choose to access this contract for their own business requirements or may require business through Ansa, these companies include but are not limited to the following:
      1. Cheshire East Council (CEC)
      2. Orbitas Bereavement Services
      3. Transport Service Solutions Ltd (TSS)
      4. Alliance Environmental Services (AES)
   6. Should any of Ansa’s associated businesses notify the supplier of their intention to use the contract, the supplier is required to notify Ansa of this intent within 3 working days of the enquiry being made. Should an Ansa associated business require services, a separate account must be set up for their own requirements to be invoiced separately as per this Contract.
   7. During the Contract, Ansa may request new requirements from their business growth to be included within the contract. This will be advised to the Suppliers on a case by case basis.
      * 1. **Services**
   8. The Provision of Waste Haulage may be required at a number of sites across Cheshire East, including Cledford Lane, Middlewich CW10 0JR and Henshaws Envirocare, Moss Lane, Macclesfield, SK11 7XF.
   9. Although not anticipated, Ansa may require haulage services within the High Peak and Staffordshire Moorlands districts. Such arrangements will be discussed with the Supplier once requirements are known.
   10. Ansa reserve the right to alter the Collection and Delivery Points at its sole discretion. Where Ansa introduces new haulage routes the Contractor will provide quotes which represent value. Ansa reserves the right to reject the Contractor’s quotations and seek alternative quotes from third party operators.
   11. The successful Supplier will be advised of all additional requirements to those detailed in Schedule 4 in a timely manner via the issuing of specific instructions.
   12. Following notification of additional requirements, the supplier is required to provide an amended pricing schedule detailing all costs related to the additional service(s) requested.is ITT.
   13. The supplier is required to ensure that all services provided are completed to a high standard in line with issued specification and the contract.
   14. outside of these locations, additional costs may be agreed on a case by case basis.
       * 1. **Payment and Invoices**
   15. Payment of invoices will be made following the completion of works to a satisfactory level. Payment for part services or part orders will not be made. The supplier is expected to provide one (1) single invoice for the services completed.
   16. Invoices will be paid within 30 days of an undisputed invoices being received. Ansa reserve the right to dispute an invoice within 5 working days of receipt of invoice.
   17. In the event of an invoice dispute, Ansa and the supplier will seek a suitable resolution on a case by case basis. The supplier shall not withhold any services due to disputed invoices.
   18. When providing the quote for projects on a case by case basis, the costs must adhere to those included within this tender response.
       * 1. **Subcontractors**
   19. It is Ansa preference that a single supplier wholly delivers the requirements of this contract without the use of subcontractors or third-party providers (“subcontractor”), Ansa’s preference is that subcontractors are not used.
   20. However, if subcontractors are used, Ansa will consider this on a case by case basis. The supplier must be able to demonstrate that they have a good working relationship with the subcontractor and together have delivered similar projects.
   21. The subcontractors will be wholly managed by the supplier, adhering to this contract and their tender response, including items such as quality standards and relevant legislation.
   22. Further information of subcontractors used shall be outlined by the supplier within the Suitability Assessment Questionnaire sections 8 & 9 of the Response Document.
   23. All subcontractors which are used by the supplier, not outlined within the Suitability Assessment Questionnaire will be identified to Ansa within 1 business day following their appointment, Ansa reserve the right to reject the use of subcontractors which have not been pre-agreed between Ansa and the supplier.
   24. Ansa reserves the right to terminate the contract in the event that suppliers’ subcontractors are not providing the services in line with this contract and the suppliers ITT response. Ansa will not unreasonably withhold the right for any supplier to use a subcontractor.
   25. The supplier will ensure that they are using subcontractors in line with all relevant legislation including but not limiting to the following:
       1. EU General Data Protection Regulations (GDPR);
       2. UK Governments National Minimum Wage (NMW) and National Living Wage (NLW);
       3. Modern Slavery Act 2015;
       4. Equality Act 2010; and
       5. The Human Rights Act 1988
   26. Ansa may from time to time require a review procedure of all subcontractors used.  Subcontractors must provide the supplier with suitable assurance that they adhere to relevant legislation. Ansa may from time to time request evidence of this assurance; the supplier shall provide such evidence within 2 business days of the request being submitted.
   27. The supplier will ensure that they are using high quality, value for money subcontractors as appropriate.
       * 1. **COMPLIANCE**
   28. The successful supplier will comply with all aspects of this Specification and response to the ITT at all times during the Contract.
   29. This specification, ITT documents and subsequent Purchase Orders, form the Contract.
   30. The Supplier must perform the Services in accordance with all relevant legislation necessary consents and good industry practice.
   31. Throughout the duration of the initial term and any enacted extension term, the supplier will notify any changes in legislation to the supplier.
   32. Where the supplier’s employees will be working alone, the supplier shall provide Ansa with lone working policies, risk assessments and their processes to ensure the safety of their employees for each project.
   33. This contract is non exclusive.

**Schedule 2 – Equality Questionnaire**

**Guidance in answering the Equality Questionnaire - Common Standards for Equalities in Public Procurement**

**Introduction**

In simple terms the aim of the Standard is to ensure that the provider to Ansa Environmental Services has an equality agenda, and that providers can demonstrate and implement their agenda through policies, statements and actions. The Common Standard will be mainstreamed into the pre-qualification policies and procedures of Ansa Environmental Ltd. The Standard has been widened in scope to include all protected characteristics identified in the Equality Act 2010 and Ansa’s 3 Year Single Equality and Inclusion Scheme and Action Plan.

**The Standard**

The standard has been adapted from an existing standard process, worked-out using internal and external expertise and externally scrutinised, it is well managed and delivers improved equality practice in complex circumstances. It indicates how good equality practice can be managed into the mainstream of council business and supports the corporate management equalities objectives.

**Contract Conditions**

Ansa’s standard will be included in all contracts. It covers equality in workforce matters and equality in service delivery.

**Strengths**

* Reduced Administration
* Geographical proximity of members
* Consistency
* Similar targets/aspirations/commitment
* Mix of skills/experience
* Increases diversity and encourages good practice

**Targets**

* Raise providers performance – working with firms
* Use of common agreed standards and procedures
* Sharing of resources/information/staff/database
* Sharing of good practice

**Benefits**

*Service provider:*

The Common Standard will lead to a greater awareness of equality legislation by service providers and their employees.

*For Local Authorities and wholly owned companies of local authorities:*

Should encourage better practice and result in higher employment rates etc. for women, disabled people and black, and minority ethnic people.

Improved company policies indicate that the Common Standard is having a successful impact on the employment standards and practices of council providers.

**Assessment Guidelines**

* Firms expressing interest to any of Ansa Member authorities must satisfy the criteria of the standard
* Providers are asked to submit a written policy demonstrating that they comply with equality in employment legislation which is assessed against the Standard consisting of two levels, corresponding to different sizes of firms.
* The levels of the Standard become more demanding dependent upon staffing levels:
  + - * + sole traders and firms employing less than 5 employees face minimum requirements.
        + firms employing 50 or more staff need to meet more comprehensive criteria.
* Details of providers approved under the Standard.
* Common Standard Criteria is based on seven approved questions in relation to equality and inclusion.

Note: Providers/Firms not currently subject to UK legislation are asked to supply details of their experience in complying with equivalent legislation designed to eliminate discrimination and to promote equality of opportunity.

**Levels of Standards**

**Less than 5 Employees – Written Assurance**

Firms with fewer than 5 directly employed persons must provide a written assurance that the appropriate level of the Standard will be achieved following any recruitment which increases the size of the firm to 5 or more employees.

**Level 1:**

**Between 5 and 49 Employees (Must achieve criteria 1 - 5 listed below)**

1. All providers/firms must provide an equalities policy in respect of : -
   1. fair and/or inclusive recruitment, selection, training, promotion, discipline and dismissal procedures.
   2. discrimination, harassment, and victimisation, making it clear that these are disciplinary offences within the firm.
   3. identification of the senior position with responsibility for the policy and its effective implementation
   4. how you communicate the policy to your staff.
2. Effective implementation of the policy in the firm’s recruitment practices, to include open recruitment methods such as the use of job centres, careers service or press advertisements.
3. Regular reviews of the policy
4. Regular monitoring of the numbers of job applicants from different gender, disability, ethnic (and if relevant) any other protected characteristic.
5. Include Equality Impact Assessment to assess policies, procedures and functions for positive and/or negative impacts in relation to employment and service provision and to action plan against any adverse impact.

**Level 2:**

**50 or more Employees (Must achieve criteria 1 - 5 listed above and 6 -11 listed below)**

1. Provide written instructions to managers and supervisors on equality in recruitment, selection, training, promotion, discipline and dismissal of staff.
2. Provide equality training for managers and any staff responsible for recruitment and selection.
3. In addition to criterion 4 (Level 1) carry out monitoring on the number of employees from different gender,
4. Disability, gender, ethnic (or any other relevant) groups by grade when:

* in post
* applying for posts
* taking up training and development opportunities
* promoted
* transferred
* disciplined and dismissed
* leaving employment

1. If monitoring reveals under-representation of the groups listed in 7 above to take steps (including positive action) to address any imbalances.
2. Regular reporting and consultation on equality issues within the workforce.

Note: Mentioned in the firm’s recruitment advertisements and publicity literature that equality policies & practices are in place.

# Schedule 3 – Conditions of Contract

Contract for the Provision of Haulage

**7th August 2021 to 6th August 2023**

(with the option to extend for up to an additional two (2) years)

**SCHEDULE B – CONDITIONS OF CONTRACT**

Attached as a separate document – See Appendix 1 “Contract for Provision of Haulage”

| **ITEM NO.** | **ITEM DESCRIPTION** | **COLLECTION ADDRESS** | **DELIVERY ADDRESS** | **WASTE TYPE** | **UNIT** | **QUANT.** | **FREQ.** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 2 | Haulage of Street Cleansing Residue | Cledford Lane Waste Depot, Middlewich, CW10 0JW | Biffa Cold Meece Treatment Facility, Yarnfield Road, Cold Meece, ST15 0QN | Street Cleansing Residue | Tonne | 100 | Weekly |
| 3 | Haulage of Street Cleansing Residue | Henshaws Envirocare, Moss Lane, Macclesfield, SK11 7XF | Biffa Cold Meece Treatment Facility, Yarnfield Road, Cold Meece, ST15 0QN | Street Cleansing Residue | Tonne | 50 | Weekly |

**Schedule 4 – Haulage Requirements**

A list of waste transfer and waste disposal contracts which may impact the requirements of this Contract is provided at **Schedule 6** with the relevant contract start and end dates included.

The Contractor is required to collect and transport Waste as detailed in the table above which is provided based upon historical data and in good faith as a guide and may be subject to change for time to time, Ansa will under no circumstances be liable to pay charges where haulage services are less than those stated above

The Contractor will be required to provide haulage services as outlined in the Contract on all weekdays but Ansa cannot give assurance that haulage services will be required on all weekdays of every week of the Contract Period

The Contractor will be responsible for the safe transportation of Street Cleansing Residue from the Collection Point to the Delivery Point.

The Contractor will transport the Street Cleansing Residue directly to the Delivery Point. Under no circumstances will the Contractor unload or deposit the Street Cleansing Residue at any other location other than the Delivery Point.

The Contractor will not interfere, manipulate or alter the load of Street Cleansing Residue at any time during the transportation between the Collection Point and the Delivery Point.

Ansa require the contractor to supply a full sized trailer capable of and suitable for the carriage of 25 tonnes of SCR.

The trailers will be located at Ansa’s depots and will be periodically loaded with SCR by Ansa’s waste transfer operatives. The waste transfer operatives will contact the Contractor once the trailers are full at which point the Contractor will arrange for the full trailer to be exchanged with an empty trailer on a roll-on-roll-off basis.

Ansa reserves the right to review requirements for trailer hire throughout the Contract Period. It is envisaged that the trailers may not be required during periods of low volume.

**CONFIRMATION OF REQUIREMENTS**

Ansa will confirm its haulage requirement for each item on a daily basis. For the avoidance of doubt, Ansa will contact the Contractor by 3.00pm on each weekday to confirm haulage requirements for the following weekday. The Contractor must fulfil all haulage requirements. All instances of failure will be addressed in line with the relevant KPI mechanism.

Ansa will work with the Contractor to provide projections of requirements and tonnage profiles wherever possible.

PAYLOADS

The Contractor will base prices and costs on achieving a payload of 25 tonnes per load for all waste types. Details of historical payloads achieved for each waste type are provided in **Schedule 7.**

VEHICLE RESTRICTIONS

All vehicles utilised in accordance with the Contract must have a maximum gross laden weight of no more than Forty Four (44) tonnes. Trailer sizes will be no more than 13.5m long x 2.55m wide x 4.2m high

The Contractor will not utilise articulated tipper trailers.

Ansa reserves the right to request the Contractor to utilise alternative vehicles should Ansa have reasonable concerns.

COLLECTION OF WASTE

Ansa requires the Contractor to collect bulked waste from the Collection Points. Ansa will operate a system of daily instruction to the Contractor which is aimed at ensuring the Contractor achieves full loading of vehicles. The Authorised Officer or his nominated representative shall contact the Contractor each weekday (Monday to Friday inclusive, including Bank Holidays) to discuss the next Working Day’s collection requirements. The Contractor shall adhere to these requirements by making collections as stipulated, arriving at the Collection Points no earlier than 07.00hrs and no later than 16.00hrs on all weekdays (Monday to Friday inclusive, including Bank Holidays) as instructed.

Ansa accepts that the Contractor’s HGVs may be delayed in traffic following a significant incident or accident. Any delay in a HGV arriving at a Collection Point must be reported to the Authorised Officer within 30 minutes of the delay being known.

Notwithstanding section 5.1 the Contractor must not contravene the Collection Point’s individual site rules and permitted operating times.

The Contractor’s vehicles must not park directly outside any Collection Point whilst waiting for the facility to open.

In order to facilitate the transfer of waste from the Collection Points to the Delivery Points, Ansa may decide to delegate the daily instruction of haulage requirements to representatives located at the Collection Points. This decision will be taken in Ansa’s interest and the Contractor should expect to receive daily instruction of haulage of requirements from either Ansa’s Authorised Officer or representatives located at the Collection Points.

Ansa reserve the right to implement a fixed schedule of haulage requirements should this be in Ansa’s interest. In such circumstances the Contractor will supply a specific level of service on designated weekdays.

Should Ansa wish to implement a fixed schedule of haulage requirements Ansa reserve the right to revert back to the method of fluctuating daily instructions giving the Contractor 24 hour notice

The Contractor will not be given the opportunity to determine or influence the method employed to confirm haulage requirements.

Operatives stationed at the Collection Points will load the waste onto the Contractor’s vehicle. Ansa undertakes to have fully loaded the Contractor’s vehicles within 50 minutes of its arrival at the Collection Point.

Once the Waste has been loaded onto the Contractor’s vehicle, the Contractor will use the on-site weighbridge (where available) to ascertain the weight of the waste before the vehicle leaves the site. The waste will then be transported as dedicated loads directly to the designated Delivery Point.

Prior to leaving the Collection Points, the Contractor must ensure that a weight ticket is obtained clearly displaying the vehicle’s gross, net and un-laden weights. It is the Contractor’s responsibility to ensure all weight tickets are kept safe.

Prior to leaving the Collection Point the Contractor must ensure all sheeting and netting is in place and the load of waste is appropriately secured.

All Waste collected by the Contractor must be handled in accordance with the Contract and the Contractor’s Method Statements.

DELIVERY OF WASTE

Ansa requires all waste collected in accordance with this contract to be transported and deposited at the designated Delivery Points.

Where possible all waste types should be delivered to the Delivery Points on the same day which they were collected from the Collection Point. All instances whereby waste is not to be delivered on the same it was collected must be approved by the Authorised Officer.

On arrival at the Delivery Points the Contractor must follow all site rules and processes for delivering Waste.

All Delivery Points operate automatic weighbridges.

No vehicles should arrive at the Delivery Points before 0600hrs Monday to Sunday (inclusive), including Bank Holidays. No vehicles should arrive at the Delivery Points after 1800hrs Monday to Sunday (inclusive), including Bank Holidays.

The Contractor must not contravene the Delivery Point’s individual site rules and permitting operating times.

The Contractor’s vehicles must not park directly outside any Delivery Point whilst waiting for the facility to open.

The Authorised Officer should be notified of any delays experienced by the Contractor whilst transporting waste which could result in the Contractor’s vehicle arriving at the Delivery Points after its permitted closing time. The Authorised Officer will then direct the Contractor’ vehicle to an alternative Delivery Point.

On arrival at the Delivery Points the Contractor will pull on to the weighbridge located at the Delivery Point in order for the vehicle’s loaded weight to be recorded. This weight should closely correspond with the gross weight stipulated on the weight ticket issued at the Collection Points.

The Contractor will then be directed to deposit the Waste by staff located at the Delivery Point, in accordance with the Delivery Point site rules.

The Contractor will only use vehicles which can deposit loads quickly and effectively.

Prior to leaving the Delivery Points the Contractor will obtain a weight ticket confirming the vehicle’s gross, net and tare weights. It is the Contractor’s responsibility to ensure all weights stipulated on the weight tickets are accurate. All weight tickets must be kept safe.

Operatives at the Delivery Points will ensure Contractor’s vehicles are unloaded, weighed and leaving the Delivery Points as quickly as reasonably practical

FLEXIBLE WORKING

The Contractor will adopt a flexible approach in delivering the services outlined within the Contract.

Ansa will operate a system of daily instructions to the Contractor whereby haulage requirements are confirmed for the following weekday. The Contractor will fulfil these haulage requirements at all times during the Contract Period.

Ansa anticipate significant day-to-day fluctuations in haulage requirements. For example, and for the avoidance doubt, Ansa may require 6 collections of waste one day and then zero (nil) collections the following day

Ansa reserve the right to alter the process for confirming haulage requirements. The Contractor should have facility to employ a fixed tonnage schedule of haulage requirements.

Failure to fulfil Ansa’s haulage requirements will constitute a breach of the Contract and addressed in accordance with the appropriate contract term

MANAGEMENT INFORMATION AND INVOICING

Each load of Waste collected and delivered by the Contractor will have two corresponding weight tickets; one issued at the Collection Point, one issued by the Delivery Point. The net weights stipulated on both tickets should closely correspond. The net weight of each load will represent the total Waste collected and delivered. Ansa anticipate a slight difference in the weights recorded on the two separate weight tickets. The difference in weight will be negligible to the overall net weight and will be a result of weighbridge calibration.

The net weight stipulated on the weight ticket provided by the Collection Point will represent the total number of tonnes to be invoiced by the Contractor. Where the Collection Point does not have a weighbridge the invoice will be generated using the net weights recorded on the weight ticket issued by the Delivery Point.

Invoices will list the net weight (as recorded at the Collection Point, or Delivery Point) of each individual load collected and delivered within the invoice period.

Ansa will receive a consolidated invoice no later than 10 working days following the end of the month. For the avoidance of doubt, a consolidated will list all authorised transactions carried out in the previous month.

Separate consolidated invoices will be provided for each waste type and/or Collection Point. Ansa will confirm its exact requirements for separate consolidated invoices following commencement of the Contract.

Should there be any discrepancies between net weights recorded on the weight tickets relating to the same load, the Contractor will provide the Authorised Officer with a full explanation. Should the Authorised Officer not be satisfied with the Contractor’s explanation the transaction will be reversed with a credit note being issued.

Copies of all weight tickets must be provided to the Authorised Officer with all invoices. Ansa will refuse to pay any invoices where corresponding weight tickets issued by both the Collection Point and the Delivery Points are not provided.

An electronic monthly report pack will be provided to the Authorised Officer no later than 10 working days following the end of the month. The electronic report pack will include agreed KPI reports detailing contract performance in accordance with with your response to Question 2 of Section 6 (Qualitative Response) of the Response Document.

CONTINGENCY PLANS

Ansa understands that the Contractor may experience unforeseen operational and/or logistical difficulties in fulfilling the requirements set out in the Contract. The Contractor should enclose details of Contingency Plans within their quality submission to implement in such circumstances.

The Contractor will make every effort to minimise the impact on Ansa should they incur difficulties with delivering the services outlined within the Contract.

Any additional costs incurred by the Contractor when implementing Contingency Plans will be the responsibility of the Contractor.

Ansa will not bear any additional costs should the Contractor be required to implement Contingency Plans.

Ansa reserve the right to request the Contractor review Contingency Plans should there be reasonable concerns.

GENERAL SERVICE REQUIREMENTS

**Complaints**

The Contractor shall deal promptly, courteously and efficiently with complaints about deficiencies or any other occurrences requiring remedial action by the Contractor. All complaints made in writing shall be acknowledged in writing by the Contractor within two (2) Working Days of receipt and a full written reply issued to the complainant and Ansa within five (5) Business Days.

Details of enquiries and complaints received directly by the Contractor and its employees shall be passed by the Contractor immediately to Ansa’s Authorised Officer including details of their source, date and time. The Contractor shall keep a written record of all complaints (whether received by him direct, or reported to him by the Authorised Officer) together with a record of the action taken in relation to those complaints. The Authorised Officer may direct the format or medium for the recording of such enquiries and complaints and the Contractor’s responses to them.

**Legislation and Working Practices**

All services should be undertaken with regards to the following (although not exhaustive) list of legislation and site rules:

* Environmental Protection Act (1990)
* Control of Pollution Act (1989)
* The Controlled Waste (Registration of Carrier and Seizure of Vehicles) Regulations (1991)
* Environmental Protection (Duty of Care) Regulations (1991)
* Management of Health and safety at Work Regulations 1999
* Waste Carriers the Controlled Waste (Registration of carrier and seizure of vehicles) regulations 1991
* Health & Safety at Work Act 1974
* Any site rules of the Collection and Delivery Points

Bank Holidays

Ansa will require all services outlined within the Contract to be available on all Bank Holidays recognised in England, with the exception of Christmas Day, Boxing Day and New Years Day.

The Contractor will provide all services outlined within the Contract on all Bank Holidays (with the exceptions stated above) at no extra cost to Ansa.

The Contractor will be aware of and comply with all planning and environmental consents and permits with specific restrictions relating to Bank Holidays. Such restrictions may mean that Ansa is required to alter its usual collection and delivery patterns.

Additional notice will be provided of Ansa’s requirements relating to Bank Holidays.

**Health and Safety**

Both the Collection Points and the Delivery Points will operate facilities designed in accordance with HSE guidance to ensure the safety of all authorised users.

All drivers must be provided with a high-visibility jacket or vest, hard hat and safety shoes. These items must be worn in accordance with the sites rules outlined in **Schedule 5**

Ansa reserve the right to inspect the Contractor’s health and safety records and procedure compliance records with 48 hours’ notice.

**Environment and Quality**

All vehicles utilised in accordance with the Contract must comply with minimum European Emission standards.

The Contractor is expected to perform all operations associated with the delivery of the Contract in a way that causes minimum impact on the environment. All reasonable steps should be taken to deliver the Contract utilising environmentally conscious methods.

The Contractor will be responsible for the clearing of any waste dropped by their vehicles on route to and from the Collection Points and the Delivery Points. All instances of spillages will be reported to the Contractor who will arrange clearance of any spilled materials at the earliest possible opportunity. Any additional costs incurred by the Contractor will be borne by the Contractor. Under no circumstances will Ansa incur additional costs relating to the clearance of any material spilled from the Contractor’s vehicles.

Should Ansa feel it necessary to clear any spilled materials falling from Contractor vehicles on to the public footpath or highway then the Contractor will bear Ansa’s reasonable costs.

**Public Services (Social Value) Act 2012**

Ansa has a Sustainable Community Strategy which promotes enhancements to communities across Cheshire East.

The Contractor should implement methods of delivering services in accordance with the Contract in a way that is limits the impact on Cheshire East communities.

Particular focus should be given to the following list of areas which could potentially impact on Cheshire East Communities;

* Driver conduct
* Environmental impact
* Times of operations
* Visual appearance of vehicles

**Management Resource**

The Contractor shall provide a Contract Manager whose identity should be notified in advance to the Authorised Officer. The Contract Manager’s role includes:

* Management of performance of the Contract against the Specification and taking corrective action where necessary;
* Keeping abreast of developments in the legislative environment, taking action as necessary in order to comply with new requirements (and advising the Authorised Officer of such developments);
* Managing and storing all documentation relating to the Contract;
* Be available five (5) Working Days per week to meet with the Authorised Officer should the need arise;
* Attending meetings as required by the Authorised Officer.

**Driver Competence**

All drivers utilised by the Contractor must be recognised as fully trained competent drivers with all associated Driver Certificate of Professional Competence (Driver CPC) qualifications in place.

Ansa reserve the right to inspect all training and Driver CPC records on request.

All drivers utilised by the Contractor must receive a full induction which explains all processes associated with the delivery of the Contract.

All drivers must understand and comply with site rules and processes outlined in **Schedule 5**

Ansa reserve the right to request the Contractor change any drivers utilised in accordance with the Contract should there be any reasonable concerns.

**Waste Management Duty of Care**

All Waste handled in accordance with the Contract will be managed in compliance with the Controlled Waste Regulations (1991).

The Contractor will be registered with the Environment Agency as an Upper Tier Waste Carrier. The Contractor will supply the Authorised Officer with an up to date copy of their Waste Carrier’s Licence.

All Contract documents handled in accordance with the Contract will be handled with due diligence and managed in accordance with all relevant legislation.

**Vehicle Operator’s Licence**

The Contractor will submit a copy of their Vehicle Operator’s Licence as part of their tender submission.

The Vehicle Operator’s Licence submitted by the Contractor will be valid, comply with all relevant legislation and allow for the effective delivery of all services requested in accordance with the Contract. The Authorised Officer will be supplied with updated an updated copy of the Contractor’s O Licence whenever there are amendments.

Should the Contractor utilise sub-contractors in accordance with the Contract then the sub-contractor’s compliant Operator’s Licence must be submitted.

Ansa reserve the right to inspect the Contractor’s health and safety records and procedure compliance records with 48 hours’ notice.

**Schedule 5 – Site Rules**

****

**Please double click on the above image to open**

****

**Please Double click on the above icon to open**

****

**Please Double click on the above icon to open**

**Schedule 6: Existing Waste Transfer and Disposal Contracts**

The below table details all Ansa’s existing third part waste transfer and waste disposal contracts. The table is provided to give the Contractor as much information as possible pertaining to the potential changes and extent of changes to the requirements under this Contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract Description** | **Site Address** | **Waste Type** | **Waste Volume** | **Expiry Date** |
| Treatment of Street Cleansing Residue | Biffa Cold Meece, Staffs | Street Cleansing Residue | 7.8K TPA | 30-Nov-2022 |

**Schedule 7: Historic Payloads for all Waste Types**

The Contractor is required to base all prices for all waste types on achieving payloads of 25 tonnes (net). The below tables are provided to offer the Contractor assurances in achieving the 25 tonnes payloads.

The tables are not provided to offer information regarding requirements, volumes of waste or frequency of requirements.

**Street Cleansing Residue from Cledford Lane:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Ticket No** | **Waste Type** | **To** | **Date** | **1st Weight** | **2nd Weight** | **Net Weight** |
| 96983 | Sweepings | Biffa Meece | 05/01/2021 | 17460 | 42620 | 25160 |
| 97021 | Sweepings | Biffa Meece | 06/01/2021 | 18920 | 41660 | 22740 |
| 97215 | Sweepings | Biffa Meece | 07/01/2021 | 17640 | 42980 | 25340 |
| 98065 | Sweepings | Biffa Meece | 15/01/2021 | 19920 | 39940 | 20020 |
| 98116 | Sweepings | Biffa Meece | 15/01/2021 | 19960 | 41520 | 21560 |
| 98220 | Sweepings | Biffa Meece | 18/01/2021 | 17360 | 43300 | 25940 |
| 98260 | Sweepings | Biffa Meece | 18/01/2021 | 17400 | 35000 | 17600 |
| 99545 | Sweepings | Biffa Meece | 30/01/2021 | 18480 | 42820 | 24340 |
| 99549 | Sweepings | Biffa Meece | 30/01/2021 | 18540 | 43500 | 24960 |
| 99596 | Sweepings | Biffa Meece | 01/02/2021 | 15340 | 42880 | 27540 |
| 99603 | Sweepings | Biffa Meece | 01/02/2021 | 16840 | 39880 | 23040 |
| 99773 | Sweepings | Biffa Meece | 02/02/2021 | 17640 | 41620 | 23980 |
| 99865 | Sweepings | Biffa Meece | 03/02/2021 | 18480 | 43720 | 25240 |
| 99886 | Sweepings | Biffa Meece | 03/02/2021 | 19100 | 43440 | 24340 |
| 100034 | Sweepings | Biffa Meece | 04/02/2021 | 17100 | 42520 | 25420 |
| 100042 | Sweepings | Biffa Meece | 04/02/2021 | 18840 | 41780 | 22940 |
| 100114 | Sweepings | Biffa Meece | 05/02/2021 | 17080 | 42200 | 25120 |
| 100115 | Sweepings | Biffa Meece | 05/02/2021 | 18820 | 43920 | 25100 |
| 100117 | Sweepings | Biffa Meece | 05/02/2021 | 20160 | 41980 | 21820 |
| 100131 | Sweepings | Biffa Meece | 05/02/2021 | 17080 | 41860 | 24780 |
| 100133 | Sweepings | Biffa Meece | 05/02/2021 | 18820 | 44360 | 25540 |
| 100176 | Sweepings | Biffa Meece | 05/02/2021 | 19820 | 43160 | 23340 |
| 100300 | Sweepings | Biffa Meece | 08/02/2021 | 17160 | 40640 | 23480 |
| 100303 | Sweepings | Biffa Meece | 08/02/2021 | 18920 | 42620 | 23700 |
| 100876 | Sweepings | Biffa Meece | 12/02/2021 | 15560 | 42560 | 27000 |
| 101629 | Sweepings | Biffa Meece | 22/02/2021 | 17340 | 40380 | 23040 |
| 101631 | Sweepings | Biffa Meece | 22/02/2021 | 18840 | 42020 | 23180 |
| 101762 | Sweepings | Biffa Meece | 23/02/2021 | 17360 | 41000 | 23640 |
| 101766 | Sweepings | Biffa Meece | 23/02/2021 | 18880 | 43280 | 24400 |
| 101916 | Sweepings | Biffa Meece | 24/02/2021 | 17360 | 41360 | 24000 |
| 101917 | Sweepings | Biffa Meece | 24/02/2021 | 18780 | 42620 | 23840 |
| 102041 | Sweepings | Biffa Meece | 25/02/2021 | 17400 | 41060 | 23660 |
| 102044 | Sweepings | Biffa Meece | 25/02/2021 | 18920 | 42420 | 23500 |

**Sweepings from Henshaws Envirocare, Moss Lane, Macclesfield**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date** | **Job Ref 1** | **To** | **Commodity** | **Quantity** |
| 07/04/2020 | 76136 | Biffa - Meece | Sweepings | 24400 |
| 08/04/2020 | 76155 | Biffa - Meece | Sweepings | 29120 |
| 17/04/2020 |  | Biffa - Meece | Sweepings | 26600 |
| 27/04/2020 | 76263 | Biffa - Meece | Sweepings | 24280 |
| 28/04/2020 | 76273 | Biffa - Meece | Sweepings | 26560 |
| 20/05/2020 | 76411 | Biffa - Meece | Sweepings | 26240 |
| 21/05/2020 | 76419 | Biffa - Meece | Sweepings | 25300 |
| 10/06/2020 | 76575 | Biffa - Meece | Sweepings | 24040 |
| 11/06/2020 | 76585 | Biffa - Meece | Sweepings | 24440 |
| 16/06/2020 | 76617 | Biffa - Meece | Sweepings | 25420 |
| 16/06/2020 | 76627 | Biffa - Meece | Sweepings | 25580 |
| 17/06/2020 | 76628 | Biffa - Meece | Sweepings | 24820 |
| 17/06/2020 | 76632 | Biffa - Meece | Sweepings | 26600 |
| 15/07/2020 | 76967 | Biffa - Meece | Sweepings | 26840 |
| 17/07/2020 | 76993 | Biffa - Meece | Sweepings | 25900 |
| 22/07/2020 | 77065 | Biffa - Meece | Sweepings | 24840 |
| 22/07/2020 | 77067 | Biffa - Meece | Sweepings | 24580 |
| 22/07/2020 | 77069 | Biffa - Meece | Sweepings | 28080 |
| 23/07/2020 | 77081 | Biffa - Meece | Sweepings | 28460 |
| 04/08/2020 | 77199 | Biffa - Meece | Sweepings | 29120 |
| 07/08/2020 | 77237 | Biffa - Meece | Sweepings | 26260 |
| 21/08/2020 | 77414 | Biffa - Meece | Sweepings | 27960 |
| 26/08/2020 | 77462 | Biffa - Meece | Sweepings | 28140 |
| 28/08/2020 | 77482 | Biffa - Meece | Sweepings | 28180 |
| 24/09/2020 | 77740 | Biffa - Meece | Sweepings | 23660 |
| 01/10/2020 | 77844 | Biffa - Meece | Sweepings | 27300 |
| 01/10/2020 | 77847 | Biffa - Meece | Sweepings | 26520 |
| 09/10/2020 | 77960 | Biffa - Meece | Sweepings | 28460 |
| 09/10/2020 | 77961 | Biffa - Meece | Sweepings | 26280 |
| 21/10/2020 | 80102 | Biffa - Meece | Sweepings | 23600 |
| 21/10/2020 | 80134 | Biffa - Meece | Sweepings | 26640 |
| 03/11/2020 | 80282/16614 | Biffa - Meece | Sweepings | 24240 |
| 03/11/2020 | 80296/166173 | Biffa - Meece | Sweepings | 21720 |
| 06/11/2020 | 80342 | Biffa - Meece | Sweepings | 25400 |
| 06/11/2020 | 80345 | Biffa - Meece | Sweepings | 22740 |
| 12/11/2020 | 80424 | Biffa - Meece | Sweepings | 27880 |
| 04/12/2020 | 80759 | Biffa - Meece | Sweeping | 24220 |
| 09/12/2020 | 80811 | Biffa - Meece | Sweeping | 23920 |
| 09/12/2020 | 80824 | Biffa - Meece | Sweeping | 23380 |
| 23/12/2020 | 78012 | Biffa - Meece | Sweeping | 24860 |
| 08/01/2021 | 78110 | Biffa - Meece | Sweepings | 23800 |
| 12/01/2021 | 78132 | Biffa - Meece | Sweepings | 24580 |
| 12/01/2021 | 78137 | Biffa - Meece | Sweepings | 25580 |
| 15/01/2021 | 78178 | Biffa - Meece | Sweepings | 28180 |

**Schedule 8: Key Performance Criteria and reporting**

The Contractor shall monitor performance against each of the Performance Criteria described in the Performance Criteria table (below) at the specified frequencies specified.

Where such monitoring shows that the Contractor has failed to meet the Performance Criteria (a “Performance Failure”), Ansa shall be entitled to issue a notice (a “Performance Failure Notice”) and to allot the applicable number of points (as set out in the Performance Criteria table) to the Contractor.

Should the total of points allotted to the Contractor exceed the thresholds set out below a deduction (the “Service Points Deduction”) shall be applied.

|  |  |
| --- | --- |
| Monthly points threshold (per invoice month) | 100 |

The value of Service Points Deductions shall be:

|  |  |
| --- | --- |
| For any month where the monthly threshold has been exceeded | £1.00 per point |

On receipt of a Performance Failure Notice, the Contractor shall advise Ansa what action is being taken to rectify the Performance Failure and the timescale in which it will be rectified (notwithstanding the Rectification Period set out in the table below).

Where the Contractor is able to rectify the Performance Failure within the Rectification Period set out in the below table, no further action shall be taken in respect of that Performance Failure, but the points remain allotted to the Contractor.

Where the Contractor fails to rectify the Performance Failure within the Rectification Period, this shall constitute a “Rectification Failure”, which shall lead to the allotment of a further 15 points to the Contractor and the application of a Rectification Failure Deduction in addition to any Service Point Deduction.

The rate for each separate Rectification Failure Deduction shall be £50 for each multiple of the rectification period where the performance failure is not rectified.

The Contractor is required to complete a Self-Monitoring Report based on its monthly performance against the KPI Performance Criteria. An example of a completed report is provided below the Performance Criteria table.

| **Performance Criteria Table** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Criteria No.** | **Specification / Contract Reference** | **Performance Criteria** | **Service Deduction Points** | **Rectification period** | **Monitoring Frequency (times/year)** | **Exceptions / Notes** |
| 1 | All sections | Failure to provide the Service in accordance with the Specification | 15 | n/a | Daily | No Exceptions |
| 2 | Specification 4.3.1 | Failure to provide the requested number of HGVs at the Collection Point for the collection of waste on the day requested.  NOTE: One failure will be accrued for each HGV failing to arrive at the Collection Point.  Example: Ansa request five HGVs at the Collection Point for the collection of waste but are only supplied with two. Therefore, three instances of failure will be accrued. | 25 | Within 24 Hours | Daily | Where there are significant traffic delays caused by an accident or unplanned road-works. All such delays must be significant and verified via AA Traffic New website. |
| 3 | Specification 1.11 | Failure to comply with sites rules at any Collection or Delivery Point. | 15 | N/A | On Occurrence | No Exceptions |
| 4 | Specification 5.1 and 6.5 | Arriving at a Collection or Delivery Point outside the site’s requested working times or permitted operating times. | 15 |  | On Occurrence | No Exceptions |
| 5 | Specification 4.5.4 | Arriving at a Collection or Delivery Point with an unauthorised vehicle i.e. a HGV vehicle which has not previously been registered via the Vehicle Authorisation Form | 15 | 24 Hours | On Occurrence | Unless instructed by Ansa’s Authorised Officer |
| 6 | Specification 6.2 | Failure to deliver and deposit waste at a Delivery Point following collection at a Collection Point on the same working day, unless agreed by the Authorised Officer | 15 | N/A | On Occurrence | Where there are significant traffic delays caused by an accident or unplanned road-works. All such delays must be significant and verified via AA Traffic New website. |
| 7 | Specification 5.2 and 6.8 | Failure to notify Ansa within 30 minutes of any breakdown, accident or any other occurrence delaying or preventing a HGV arriving at a Collection or Delivery Point. | 15 | 30 minutes | On Occurrence | No Exceptions |
| 8 | Specification 8.8 | Failure to submit the monthly report and accompanying information by the tenth working day of the month. | 15 | 2 Days | On Occurrence | No Exceptions |
| 9 | Specification 10.9.2 and 10.10.2 | Failure to provide Ansa with copies of up to date insurances and licences. | 15 | 1 Week | On Occurrence | Refers to |

**PERFORMANCE CRITERIA TABLE**

| **Criteria No.** | **Specification / Contract Reference** | **Performance Criteria** | **Service Deduction Points** | **Rectification period** | **Monitoring Frequency (times/year)** | **Exceptions / Notes** |
| --- | --- | --- | --- | --- | --- | --- |
|  | All sections | Failure to provide the Service in accordance with the Specification | 15 | n/a | Daily | No Exceptions |
|  | Specification 4.3.1 | Failure to provide the requested number of HGVs at the Collection Point for the collection of waste on the day requested.  NOTE: One failure will be accrued for each HGV failing to arrive at the Collection Point.  Example: Ansa request five HGVs at the Collection Point for the collection of waste but are only supplied with two. Therefore, three instances of failure will be accrued. | 25 | Within 24 Hours | Daily | Where there are significant traffic delays caused by an accident or unplanned road-works. All such delays must be significant and verified via AA Traffic New website. |
|  | Specification 1.11 | Failure to comply with sites rules at any Collection or Delivery Point. | 15 | N/A | On Occurrence | No Exceptions |
|  | Specification 5.1 and 6.5 | Arriving at a Collection or Delivery Point outside the site’s requested working times or permitted operating times. | 15 |  | On Occurrence | No Exceptions |
|  | Specification 4.5.4 | Arriving at a Collection or Delivery Point with an unauthorised vehicle i.e. a HGV vehicle which has not previously been registered via the Vehicle Authorisation Form | 15 | 24 Hours | On Occurrence | Unless instructed by Ansa’s Authorised Officer |
|  | Specification 6.2 | Failure to deliver and deposit waste at a Delivery Point following collection at a Collection Point on the same working day, unless agreed by the Authorised Officer | 15 | N/A | On Occurrence | Where there are significant traffic delays caused by an accident or unplanned road-works. All such delays must be significant and verified via AA Traffic New website. |
|  | Specification 5.2 and 6.8 | Failure to notify Ansa within 30 minutes of any breakdown, accident or any other occurrence delaying or preventing a HGV arriving at a Collection or Delivery Point. | 15 | 30 minutes | On Occurrence | No Exceptions |
|  | Specification 8.8 | Failure to submit the monthly report and accompanying information by the tenth working day of the month. | 15 | 2 Days | On Occurrence | No Exceptions |
|  | Specification 10.9.2 and 10.10.2 | Failure to provide Ansa with copies of up to date insurances and licences. | 15 | 1 Week | On Occurrence | Refers to |

**KPI SELF MONITORING REPORT (TO BE COMPLETED EACH MONTH)**

| **No.** | **Performance Criteria** | **Service Deduction Points** | **Rectification period** | **Monitoring Frequency (times/year)** | **Instances of Failure**  **Please state dates of each instance** | **Total Service Deduction Points Accrued** | **Instances of failure to Rectify the failure within the Rectification Period** |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Failure to provide the Service in accordance with the Specification | 15 | n/a | Daily |  |  |  |
|  | Failure to provide the requested number of HGVs at the Collection Point for the collection of waste on the day requested.  NOTE: One failure will be accrued for each HGV failing to arrive at the Collection Point.  Example: Ansa request five HGVs at the Collection Point for the collection of waste but are only supplied with two. Therefore, three instances of failure will be accrued. | 25 | 24 Hours | Daily |  |  |  |
|  | Failure to comply with sites rules at any Collection or Delivery Point. | 15 | N/A | On Occurrence |  |  |  |
|  | Arriving at a Collection or Delivery Point outside the site’s requested working times or permitted operating times. | 15 | N/A | On Occurrence |  |  |  |
|  | Arriving at a Collection or Delivery Point with an unauthorised vehicle i.e. a HGV vehicle which has not previously been registered via the Vehicle Authorisation Form | 15 | 24 Hours | On Occurrence |  |  |  |
|  | Failure to deliver and deposit waste at a Delivery Point following collection at a Collection Point on the same working day, unless agreed by the Authorised Officer | 15 | N/A | On Occurrence |  |  |  |
|  | Failure to notify Ansa within 30 minutes of any breakdown, accident or any other occurrence delaying or preventing a HGV arriving at a Collection or Delivery Point. | 15 | 30 minutes | On Occurrence |  |  |  |
|  | Failure to submit the monthly report and accompanying information by the tenth working day of the month. | 15 | 2 Working Days | On Occurrence |  |  |  |
|  | Failure to provide Ansa with copies of up to date insurances and licences. | 15 | 1 Week | On Occurrence |  |  |  |

**Ansa Environmental Services Ltd**

Contract for the Provision of Haulage

**7th August 2021 to 6th August 2023**

(with the option to extend for up to an additional two (2) years)

**SCHEDULE B – CONDITIONS OF CONTRACT**

Attached as a separate document – see document Contract for Provision of Haulage.