

**ALLIANCE ENVIRONMENTAL SERVICES LIMITED**

**OPEN PROCEDURE GUIDANCE DOCUMENT**

**INVITATION TO TENDER**

**Gully Cleansing and Related Services**

**Contract Period:** 1 August 2021 until 31 July 2022  
(with the option to extend for up to one (1) year)

**CHEST REF: XXXXXXXXXXXX**

**OJEU REF: XXXXXXXXXXXX**

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Version 2.0

**SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

|  |  |
| --- | --- |
| **ITEM** | **CONTRACT DETAILS** |
| Contract Description: | Gully Cleansing and Related Services |
| Value: | Up to £300,000  IMPORTANT NOTE: The above Contract Value is estimated and given in good faith. AES cannot offer guarantees in terms of minimum or maximum Contract values. |
| Period of Contract: | 1 August 2021 until 31 July 2022 (with the option to extend for up to one (1) year) |
| Procuring Officer: | Angela Green |
| 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 1 June 2021.** |

**TIMETABLE**

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

| **Stage** | **Date(s)/ time** |
| --- | --- |
| Issue of Invitation to Tender | **7 May 2021** |
| Clarification questions | **1 June 2021** |
| Deadline for Submission of Tenders | **12.00 noon on 7 June 2021** |
| Evaluation of Tenders | **7 June 2021 until 18 June 2021** |
| Governance and Contract Award Ratification | **21 June 2021 until 25 June 2021** |
| Notification of result of evaluation and Standstill period begins | **25 June 2021** |
| Standstill period ends | **6 July 2021** |
| Expected date of award of Contract | **6 July 2021** |
| Contract commencement | **1 August 2021** |

**IMPORTANT NOTICE**

This Invitation to Tender (“ITT”) is issued to those companies who have expressed an interest (“suppliers”) to **AES Environmental Services Limited** (“AES”) to **Gully Cleansing and Related Services,** (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 AES 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 AES, 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 AES and its advisers.

AES reserves the right to cancel the Tender process at any point. AES 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 AES is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

**TENDER AND CONTRACT DEFINITIONS**

|  |  |
| --- | --- |
| “AES” | is Alliance Environmental Services Ltd which is a joint venture organisation owned and controlled by AES Environmental Services (AES), High Peak Borough Council (HPBC) and Staffordshire Moorlands District Council (SMDC). AES was formed 2017 and is responsible for delivering waste collection, recycling, street cleansing, grounds maintenance and fleet services. |
| “Authorised Officer” | the person duly appointed by AES and notified in writing to the Supplier to act as the representative of AES 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. Terms and Conditions of Contract 3. The Supplier’s response to AES’ Invitation to Tender. |
| “Council” | means High Peak 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” | AES’ Invitation to Tender for the Contract |
| “Quote” | The supplier’s response for the Services in response to AES’ Invitation to Tender |
| “Supplier” | Organisation who is providing the Services and the response to AES’ Invitation to Tender |
| “Tender” | the Supplier’s response for the Services in response to AES’ Invitation to Tender included in ITT Response Document. |

**CONTENTS**

[1. BACKGROUND 5](#_Toc529366121)

[2. CONTRACT DOCUMENTS 5](#_Toc529366122)

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

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

[5. DESCRIPTION OF PROCUREMENT PROCESS, EVALUATION CRITERIA AND WEIGHTINGS 7](#_Toc529366125)

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

[7. ITT EVALUATION CRITERIA 10](#_Toc529366127)

[8. EVALUATION MECHANISM AND SCORING STRUCTURE 12](#_Toc529366128)

[9. CLARIFICATIONS 13](#_Toc529366129)

[10. NATIONAL FRAUD INITIATIVE AND WHISTLE BLOWING POLICY 14](#_Toc529366130)

[11. CORPORATE REQUIREMENTS 14](#_Toc529366131)

[12. EQUALITY AND DIVERSITY 15](#_Toc529366132)

[APPENDIX ONE - SPECIFICATION 17](#_Toc529366133)

[APPENDIX TWO – EQUALITY QUESTIONNAIRE 20](#_Toc529366134)

[APPENDIX THREE – CONDITIONS OF CONTRACT 23](#_Toc529366135)

1. BACKGROUND
2. AES’ requirements under the Contract and other relevant information are provided as an attachment in the Specification at **Appendix 1**.
3. If you have any questions or require any clarifications, please contact the Procuring Officer via The Chest [https://www.the-chest.org.uk/].
4. Other than the person identified above, no AES employee or member of AES 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.
5. Please note that AES’ responses to any queries or clarification requests may, at AES’ discretion, be circulated to all Suppliers.
6. AES 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.
7. Suppliers must obtain for themselves at their own expense all information necessary for the preparation of their Tender.
8. Under the Contract AES 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.
9. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
10. **Social Value:** AES 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. AES 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 AES’ internal procedures and AES 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. AES 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 AES’ Purchase Order has been received.
2. TENDER SUBMISSION REQUIREMENTS
   1. The closing date and time for receipt of the ITT is **12.00 noon on 7 June 2021**.
   2. Organisations full registered business/name and main office address must be provided on all documents.
   3. Tenders must be written in the English language.
   4. 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.
   5. The Tender (including price) should remain valid for a minimum period of 90 days.
   6. The Tender must not be qualified in any way.
   7. Any signatures must be made by a person who is authorised to commit the Tender to the Contract.
   8. 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.
   9. Tenderers are required to submit their Response in the format provided by AES Environmental Services (for example: Word Document), including the pricing schedule. 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.
   10. Please ensure you leave sufficient time to upload your ITT prior to the closing date/time. AES cannot be held responsible for technical/ ICT issues in leaving the uploading of your submission too late.
   11. No submission received after the closing date and time will be considered other than where there are exceptional circumstances which may be considered by AES’ 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.
   12. Unless otherwise instructed, delivery of the ITT submission by hand, fax, e-mail, post will not be considered.
   13. Any signatures must be made by a person who is authorised to commit the Supplier to the Contract.
3. ITT SUBMISSION CRITERIA
   1. AES 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.
   2. Each tender will be checked initially for compliance with all requirements of the ITT.
   3. AES reserves the right to reject or disqualify a Suppliers submission where documents are completed incorrectly, are incomplete or fail to meet AES’ submission requirements which are detailed in this document.
   4. AES reserves the right to reject or disqualify a Suppliers submission if in the opinion of AES, the Supplier is guilty of misrepresentation in relation to its submission and/or the Selection or Award stages.
   5. 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
   6. 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.
   7. 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.
   8. 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.
   9. Tenders will be evaluated against the award criteria set out in **Table 2.**
   10. During the evaluation period, AES 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.
   11. AES may decide to interview Suppliers or hold clarification meetings to assist its Tender process, and Suppliers will be notified in due course.
4. INTRODUCTION / **PROJECT BRIEF**
   1. High Peak Borough Council (the Council) has worked in collaboration with Derbyshire County Council and has taken on responsibility for Gully Cleansing and Related Services within the High Peak region. The responsibility for Gully Cleansing and Related Services within the High Peak region has previously been fulfilled via a commissioned solution provided by a third-party Contractor.
   2. The Council has created a joint venture organisation (AES) to deliver environmental services throughout the boroughs of High Peak and Staffordshire Moorlands. AES have taken responsibility for managing the Council’s environmental services which include the procurement and management of some environmental commissioned services. AES have consequently taken the responsibility for procuring and managing the Contract associated with Gully Cleansing and Related Services.
   3. The contract arising from this ITT will be between AES and the successful Supplier.
   4. AES is seeking to appoint a single supplier to provide Gully Cleansing and Related Services within the borough of High Peak.
   5. Full details of requirements are provided at Appendix 1 – Specification.
5. DESCRIPTION OF PROCUREMENT PROCESS, EVALUATION CRITERIA AND WEIGHTINGS
   1. **Open Procedure**
      1. The procurement process adopted by AES is based upon the open tendering procedure as detailed in the Public Contracts Regulations 2015. In brief, the process will be as follows:
         1. 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.
         2. 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.
6. 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**

| **Schedule/Section** | **Assessment** | **“Fail” on** |
| --- | --- | --- |
| **Schedule One**  Form of Tender | This section will be evaluated on a **pass/fail** basis. | No Acceptance /Signature of Schedule 1 |
| **Schedule Two**  Certificate of Non-Collusion and Non-Canvassing | This section will be evaluated on a **pass/fail** basis.  To accept formally by confirming non collusion and canvassing. | No Acceptance /Signature of Schedule 2 |
| **Schedule Three**  Suitability Assessment Questionnaire | This section will be evaluated on 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 AES has the correct details of all Organisations. | N/A |
| **Section 2**  Mandatory Exclusion Grounds | This section will be evaluated on a **pass/fail** basis.  If an Organisation cannot confirm any of the statements, AES reserves the right to disqualify the Organisation from the process at this point in the evaluation. | Unlawful Actions |
| **Section 3**  Discretionary Exclusion Grounds | This section will be evaluated on a **pass/fail** basis.  If an Organisation cannot confirm any of the statements, AES 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 section will be evaluated on a **pass/fail** basis.  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 section will be evaluated on a **pass/fail** basis.  This question requires information of your technical and professional ability with previous similar projects. | Incomplete information, irrelevant/insufficient references and / or no suitable explanation of missing information. |
| **Section 6**  Equality and Diversity | This section will be evaluated on a **pass/fail** basis.  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 | This section will be evaluated on a **pass/fail** basis.  The supplier is required to send one of the requested documents to AES for review. AES 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 AES 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 evaluated on a **pass/fail** basis.  The supplier is expected to provide detail of areas they are not able to meet to be reviewed by AES. | 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 of 50% or above for Section 6 and 7 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 6 and 7) will be scored between 0 and 10 according to the pre-agreed scoring grid detailed in Section 9.2.4.

1. ITT EVALUATION CRITERIA
   1. 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 - Suitability Assessment Questionnaire** | | |
| **Section 1 -** Organisation Profile | | Information Only |
| **Section 2 -** Insurance | | Pass / Fail |
| **Section 3 -** Technical Capacity and Experience | | Pass / Fail |
| **Section 4 -** Equality and Diversity | | Pass / Fail |
| **Section 5 -** Economic and Financial Standing | | Pass / Fail |
| **Section 6 -** Social Values | | 40% |
| **Section 7 -** Health and Safety | | 60% |
| **Section 8 -** Subcontracting | | Information Only |
| ***Total*** | | ***Pass / Fail*** |
| **Schedule 4 - Compliance and Service Capabilities** | | |
| Compliance with Specification and Scope of Requirements | | Pass / Fail |
| **Schedule 5 – Financial Award Criteria: Pricing Schedule** | | |
| Table One: Core Works | | 35% |
| Table Two: Day Rates for Additional Works | | 5% |
| ***Total*** | | ***40%*** |
| **Schedule 6 – Quality Award Criteria: Qualitative Questions** | | |
| Q1 | Method Statements | 20% |
| Q2 | Operational Resilience and Contingency | 20% |
| Q3 | Management Information | 10% |
| Q4 | Systems Management and Reporting | 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 40 = 40%  Company B = £1000.00 / £2000.00 x 40 = 20%  Company C = £1000.00 / £3000.00 x 40 = 13.3% |

* 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 Section 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 1 June 2021.**
      3. AES shall endeavour to respond to queries within two working days. If AES 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. AES reserves the right to retain all and any of the information supplied to it by the tenderer(s).
   2. **Post-Submission clarifications:** 
      1. AES 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. AES reserves the right to hold clarification meetings, site visits and/or interviews as it considers appropriate both before and after Tender submission.
      2. Should AES decide to interview Tenderers or hold clarification meetings to assist its tendering process, Tenderers will be notified in due course.
2. **NATIONAL** FRAUD INITIATIVE AND WHISTLE BLOWING POLICY
   1. The Supplier should be aware that AES Environmental Services Ltd may take part in bi-annual National Fraud Initiative (NFI) exercises undertaken by the Audit Commission, or equivalent body.  This requires AES 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.
   2. As AES 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.
   3. 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 AES employee.
   4. 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)
3. **CORPORATE REQUIREMENTS**
   1. AES has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services. AES is delivering its services when a contractor is delivering services on behalf of AES. It is therefore incumbent upon AES to ensure that these statutory requirements are carried out by any contractor that is working for AES. Consequently, AES is looking for a commitment within Suppliers to assisting AES in their duties. AES 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.
4. **EQUALITY AND DIVERSITY**
   1. AES 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.
   2. Suppliers should note that the successful Supplier will be asked to contract with AES to ensure that they adhere to these obligations. AES will, if appropriate, monitor the successful Supplier’s compliance throughout the Contract Period.
5. **GDPR**
   1. General Data Protection Regulations (GDPR) came into effect on 25 May 2018. The regulations encompass a robust set of rules and controls to ensure that subjects’ data is protected appropriately and includes data that we process on behalf of subjects.
   2. The Supplier will handle and process all personal data in accordance with GDPR regulations at all times.
6. **CORPORATE SOCIAL RESPONSIBILITY**
   1. AES 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.
   2. 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.
7. **LEGISLATION, REGULATIONS AND JURISDICTION**
   1. 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.
   2. AES 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.
   3. The Supplier must note that, any information provided to AES may be required to be issued in accordance with the Freedom of Information Act.
   4. 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.
   5. 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

APPENDIX ONE - SPECIFICATION

*Please refer to the separately attached Appendix One - Pricing Schedule.*

**APPENDIX TWO – 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 AES 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 AES Environmental Ltd. The Standard has been widened in scope to include all protected characteristics identified in the Equality Act 2010 and AES’ 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**

AES’ 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 AES 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.

# APPENDIX THREE – CONDITIONS OF CONTRACT

*Please see separately attached word document.*