HWRC WASTE MATERIALS RECEPTION DYNAMIC PURCHASING SYSTEM



**USER-GUIDE**

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1. INTRODUCTION

* Welcome to this introduction to Lincolnshire County Council's (the Council) Household Waste Recycling Centre (HWRC) Waste Materials Reception Dynamic Purchasing System (DPS).
* A DPS is an electronic procurement process under which LCC can establish contracts with suppliers to provide goods and services.
* Suppliers apply to be on the DPS through the completion of a Selection Questionnaire (SQ); this is stage 1 of the DPS process.
* Suppliers whose SQ submission successfully meets the Council's requirements at this stage will be admitted to the DPS and will be invited to bid for the Council's specific requirements, as and when they arise.
* Suppliers submit a simple tender (Call-off) document – stage 2 of the DPS process - which will be evaluated by the Council against published evaluation criteria. The Council will seek to award the contract to the Supplier whose submission receives the highest score.
* Suppliers on the DPS who are unsuccessful at stage 2 for any contract will remain on the DPS.
* New suppliers can apply to join the DPS at any time, and there is no limit to the number of suppliers who may be admitted to the DPS.
* The DPS will be valid until 31st May 2022.

1. OUR REQUIREMENTS

* This requirement is for the reception and treatment of 9 different waste materials (Waste Materials) from various locations across the County including HWRCs, kerbside collections and Waste Transfer Stations (Waste Material Sources).
* Successful suppliers shall receive and treat Waste Materials in accordance with the UK Waste Hierarchy ([Gov.uk Guidance on Applying the Waste Hierarchy](https://www.gov.uk/government/publications/guidance-on-applying-the-waste-hierarchy)). Further details of minimum acceptable levels of treatment are described in the Specification.
* The Waste Material categories are:

|  |  |
| --- | --- |
| * Green Waste | * Plastics |
| * Paper | * Mattresses |
| * Cardboard | * Soil |
| * Wood and Timber | * Rubble and Hardcore |
| * Plasterboard | |  |  | | --- | --- | | * Mixed Residual Waste | | | * Paper | * Mattresses | | * Cardboard | * Soil | | * Wood and Timber | * Rubble and Hardcore | | * Plasterboard |  | |

* The location of the Council's HWRC sites are

|  |  |
| --- | --- |
| 1. Gainsborough | 1. Skegness |
| 1. Bourne | 1. Sleaford |
| 1. Grantham | 1. Spalding |
| 1. Lincoln | 1. Boston |
| 1. Louth | 1. Kirkby-on-Bain |
| 1. The Rasens | 1. Tattershall |

1. ABOUT US

* LCC is the Waste Disposal authority for the county of Lincolnshire.
* Lincolnshire is the second largest of the English counties and is predominantly rural, with a high density of agricultural land usage and a low population density.
* Lincoln is the main City of the county of Lincolnshire and where the County Council headquarters are based.
* The Council serves 7 waste collection authorities in the Lincolnshire area. This excludes North and North East Lincolnshire which are separate unitary authorities.
* The Council’s vision and purpose ensure that we focus clearly on our values:
  + Value for Money
  + Investment for the Future
  + Strong Communities
  + Partnership Working.
* To achieve this we commit to the following values, and we encourage our partners to achieve the same values when working with us:
  + Professional
  + Respectful
  + Resourceful
  + Reflective.

1. INFORMATION FOR SUPPLIERS
   1. FORMALITIES
      1. This is a competitive procurement falling within Part 2 of the Public Contract Regulations 2015.
      2. An OJEU Contract Notice (reference 2017/S 052-096199) has been published in the Official Journal of the European Union in respect of this contract.
      3. The DPS will be live for a period of five years from the 1st June 2017. The Council reserves the right to close the DPS prior to this date.
   2. STAGES OF THE DPS
      1. Stage 1 of the DPS is the SQ stage. Suppliers apply to join the DPS through completion of an online questionnaire. Successful applicants are admitted to the DPS.
      2. Stage 2 of the DPS is the Call-off stage. Suppliers admitted to the DPS are invited to tender through completion of a Call-off document.
   3. LOTTING
      1. The DPS is organised according to the following lots:

|  |  |
| --- | --- |
| **Lot Number** | **Waste Material Category** |
| Lot 1 | Green |
| Lot 2 | Paper |
| Lot 3 | Cardboard |
| Lot 4 | Paper & Cardboard |
| Lot 5 | Wood / Timber |
| Lot 6 | Plasterboard |
| Lot 7 | Mixed Plastics |
| Lot 8 | Mattresses |
| Lot 9 | Soil |
| Lot 10 | Rubble & Hardcore |
| Lot 11 | Soil, Rubble & Hardcore |
| Lot 12 | Mixed Residual Waste |

* + 1. The Council reserves the right to amend this lot structure, including adding additional lots or removing lots that the Council considers are no longer required.
  1. EVALUATION OF TENDERS
     1. An initial examination will be made to establish the completeness and content of submitted Call-off documents to ensure that:
        1. the bidder has provided satisfactory evidence for all means of proof requested within the Call-off document, and in relation to statements made within the bidder's SQ submission;
        2. the Call-off document has been submitted on time and meets the Council's submission requirements and instructions;
        3. the submission is sufficiently complete to enable the Tender to be evaluated in accordance with the Evaluation methodology.
     2. Throughout the evaluation process, the Council reserves the right to seek clarifications from bidders where this is considered necessary to achieve a complete understanding of the bids received.
     3. The Council reserves the right to exclude bidders from the Call-off stage if changes to the bidder's organisation mean that the Supplier no longer meets the requirements of the Council's SQ.
     4. The Supplier shall organise for the weighing of Waste Materials in accordance with 6.7.1 of the Specification. If the Supplier's Facility does not have a weighbridge the Supplier must provide an alternative weighbridge site. The additional mileage for transporting Waste Materials via this alternative weighbridge location shall be incorporated into the Council's Distance calculation.
     5. The price calculation to be evaluated will be as follows:

Score = (GF x LF) + (D x MR)

Where:

Gate Fee (GF): is the Gate Fee submitted by bidders representing the treatment cost of a single tonne of the Waste Material identified in the Call-off document;

Load Factor (LF): is a factor representing the typical tonnage of Waste Material contained within a container sent for treatment;

Distance (D): is the distance in miles between the Waste Material and the Supplier's treatment location, as calculated using main roads; avoiding minor roads, toll-roads and toll-bridges where possible; based on the minimum possible mileage accounting for any HGV and local planning restrictions and including the distance required to access any weighbridge facility where required.

Mileage Rate (MR): is £12.00 per mile.

* + 1. For the purposes of evaluation, the Council will evaluate all Call-off submissions for all corresponding Waste Material Sources as indicated in Section 12 – Appendix 3. The Council will award contracts to the bidder/s who have submitted the Call-off which has the lowest value according to the calculation in 4.4.5. However, the Council shall not be bound to present Waste Materials from only this Waste Material Source, and all contracts will be for specific Waste Material Categories only, and not for specific Waste Material Sources. The Council expects that through the contract period, the Council will present Waste Materials arising from specific Waste Material Sources to the bidder whose Call-off was the lowest value according to the calculation in 4.4.5, however, for operational reasons, the Council reserves the right to present Waste Materials from other Waste Material Sources and does not guarantee any volumes of Waste Materials through the contract period.
    2. Throughout the evaluation process, the Council reserves the right to seek clarifications from bidders where this is considered necessary to achieve a complete understanding of the bids received.
  1. WITHDRAWAL OF BIDS
     1. If any bidder withdraws their tender at any stage during the Call-off process, the Council will seek to award a contract to the next highest scoring bidder.
  2. ACCEPTANCE OF TENDER
     1. Any acceptance of a Tender by the Council will be in writing and communicated to the bidder.
     2. The Council will inform the bidder of the acceptance of the offer by means of a formal letter accompanied by two copies of the contract document. The bidder will be expected to sign and return the contract document to the Council who will duly sign and complete the contract and return one copy to the bidder.
  3. REJECTION OF THE CALL-OFF
     1. Any Call-off submitted by a bidder in respect of which the bidder:
        1. enters into any agreement with any other person that such other person shall refrain from submitting a Call-off or shall limit or restrict the prices to be shown by any other bidder in its Call-off; or
        2. offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other bidder or any other person’s proposed Tender any act or omission; or
        3. in connection with the award of the Contract commits an offence under the Bribery Act 2010
        4. has directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other bidder or Call-off submitted by any other bidder;
        5. submits a Call-off which is not in accordance with the Form of Call-off and Conditions of Call-off;
        6. does not provide all the information required by the Council;
        7. fails to pass any of the mandatory Business Information requirements;
        8. which includes proposed amendments or additions to the terms of the tender, conditions of contract and/or specification changes shall be deemed a variant bid.

may be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a bidder may attract.

* 1. AWARD OF CONTRACT
     1. Bidders shall note that if additional or excessive costs are incurred by this procurement, the Council reserves the right to not award contracts, and may choose to investigate alternative delivery models, including in-house processing.
     2. Following approval by the Council of the winning bidder/s, all bidders will be informed of the decision through ProContract. All unsuccessful bidders will receive feedback.
     3. The Council reserves the right to implement a voluntary standstill period of 10 days following the notification to successful and unsuccessful bidders.
  2. COUNCIL DECISION PROCESS
     1. Following evaluation of the Call-off documents, the Council will seek, through its formal decision making processes, to award the contract to the winning bidder/s.

1. INSTRUCTIONS TO SUPPLIERS
   1. JOINING THE DPS - STAGE 1
      1. Interested suppliers may apply to join the DPS and may access and download a SQ through the Council's e-procurement portal ProContract. This can be found here: <https://procontract.due-north.com/Advert?advertId=6624cddc-c5fd-e611-80dd-005056b64545link>.
      2. A ProContract user-guide is provided in Appendix 1. The Council may provide assistance to interested suppliers in the use of ProContract upon request.
      3. The purpose of the SQ is for the applicant to demonstrate that they meet the Council's minimum requirements to fulfil Call-off contracts under the DPS. These requirements are:
         1. Environment Agency Environmental Permit or Exemption Certificate;
         2. Planning Permission for the relevant site;
         3. Employers Liability Insurance Certificate (minimum of £5 million) and Public Liability Insurance Certificate (minimum of £5 million);
         4. Health and Safety Policy;
         5. Relevant Method Statements and Risk Assessments;
         6. Approved Working Management System;
         7. The relevant resources and abilities;
         8. Meeting of the Council's suitability criteria.
      4. Applicant's responses to the SQ questions are assessed on a pass/fail basis. Applicants who successfully pass all sections of the SQ will be admitted to the DPS.
      5. Successful and unsuccessful applicants will be notified through ProContract of the results of the assessment.
      6. There is no limit to the number of applicants admitted to the DPS.
      7. If an Applicant fails to pass any element of the SQ, their application will fail. At any time following this, the Applicant may address any elements of their application on which their SQ has failed, and re-apply to join the DPS.
      8. Suppliers admitted to the DPS must make the Council aware of any material changes to their business, collaboration, standing or any other element of their SQ submission.
   2. THE CALL-OFF STAGE: STAGE 2
      1. Stage 2 of the process is to invite tender – called Call-offs -, when required by the Council, for its specific requirements. This stage is often referred to as the 'Call-off' stage.
      2. Suppliers admitted to the DPS at the time the Council issues a Call-off requirement will be invited to complete a Call-off document. The Call-off document is included in Appendix 2.
      3. A ProContract user-guide is provided in Appendix 1. The Council may provide assistance to interested suppliers in the use of ProContract upon request.
      4. The period and extensions options of each Call-off contract will be identified within the Call-off document.
      5. Bidders will not need to resubmit information provided to the Council through the submission of their SQ, however they may be required to provide documentary or other evidence of any statements made in their submitted SQ.
      6. Bidders must respond to invitations through the Call-off document. Responses must be in Microsoft Word format and must be duly completed and signed where appropriate.
      7. The Council reserves the right to return to any matters raised in the SQ as part of the Call-off process, especially where circumstances have changed in some material respect.
      8. Bidders must notify the Council immediately of any changes in their organisation which invalidate statements or information provided through the SQ process. In the case of a consortium submission, it is the responsibility of the lead bidder of the relevant consortium to send the information to the Council, together with formal confirmation from the relevant consortium member of the accuracy of the information. It is the bidder’s responsibility to ensure that all the necessary information is supplied and accurate.
      9. All figures should be given in full, i.e. £3,500,000, not £3.5 million and in GBP.
      10. Please do not refer the Council to company literature, brochures or any marketing or promotional material as answers to any of the questions. Such responses will be disregarded and may be deemed inadequate and regarded as non-compliant.
      11. The Council recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Bidders should therefore respond in light of arrangements currently envisaged.
      12. Completed Call-off documents must be submitted via the ProContract portal. All parts shall be submitted in an electronic format unless agreed otherwise in writing by the Council.
      13. Bidder’s attention is specifically drawn to the date and time for the receipt of Call-off documents, and no submission after the closing date and time will be considered.
      14. Submissions via the ProContract portal cannot be accessed or opened by the Council until after the deadline has expired. No documents can be uploaded to the ProContract portal once the deadline has expired; therefore it is strongly recommended that your submission is uploaded well before the deadline to ensure that failure of ICT/Servers/PC/laptop or similar does not result in your submission failing to be placed in the ProContract portal.
      15. Each Call-off document will have its own procurement timetable. An example of this is in the table below:

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Timeline** |
| 1 | ITT and Call Off Documents Issued | 27th January |
| 2 | Deadline for Clarification Questions | 10th February 10:00 |
| 3 | Deadline for bidder Submissions | 14th February 10:00 |
| 4 | Evaluation | 15th – 25th February |
| 5 | Decision Notifications | 29th February |
| 6 | Contract Award | 30th February |
| 7 | Contract Start | 1st March |

Please note the Council reserves the right to amend this time-table and all dates and times are provided for indicative purposes only.

* + 1. The Council will evaluate all submitted Call-off documents against the evaluation criteria detailed in within the Call-off document to establish the highest scoring bidder.
    2. Successful and unsuccessful bidders will be notified of the results of the evaluation through ProContract.
  1. GENERAL INSTRUCTIONS
     1. SQ and Call-off documents must be submitted in accordance with the following instructions and conditions. Any bidders that do not comply with these instructions or conditions may have their Call-off document rejected.
     2. The Council reserves the right to disqualify any Call-off document which is incomplete or not in accordance with paragraph 4.4.1 above.
     3. The information that bidders give in response to the SQ and Call-off documents forms part of the legal representations of the bidder's organisation during the Call-off process. Any findings of misrepresentation may result in any subsequent contract being terminated.
     4. The bidder's written response to any information required by the Council will be taken into account in the evaluation of competing Call-off documents and if approved, will be binding but will not detract from the Specification or Conditions of Contract.
     5. Call-off documents will be regarded as commercially unconditional and capable of acceptance.
     6. Bidders should note that wherever reference is made to any external assessment body or external accreditation standard, such reference shall be deemed to include reference to any equivalent body or standard established in other member states of the European Union.
     7. Bidders are advised that any contracts resulting from this procurement exercise will be subject to conditions which require them, as an employer, to comply with all statutory obligations to staff (and to applicants for employment) under all equality and non-discrimination laws (and amendments thereto) and with any statutory instruments, orders, guidance and codes of practice made thereunder.
     8. The Council does not bind itself to accept any bids resulting from the Call-off process and reserves the right not to award any contracts under this procurement process.
     9. All answers are to be given in English. Documents which are not in the English language must be accompanied by an English translation and a certificate by a bona fide independent translator attesting the authenticity of the translation.
     10. Where a bidder introduces an additional consortium member post-SQ stage, the Council will require the consortium member to provide the information that would have been required of that proposed consortium member at the SQ stage. The revised SQ submission would need to pass the SQ assessment and be accepted by the Council.
     11. All other bidders shall be deemed to have consented to changes in other bidders' consortia. The Council reserves the right to determine whether or not to enter into a contract with a bidder, where there has been a change in the ownership of the bidder (direct or indirect) or a change in the principle relationships between members of a consortium (if appropriate). The Council reserves the right to refuse to consider or consent to changes in consortia.
  2. CLARIFICATIONS
     1. Any questions or queries regarding this ITT should be submitted through the ProContract portal no later than the date specified in the Call-off document.
     2. During the Call-off phase, bidders may submit questions and requests for clarification or further information about the Council's requirements and the procurement procedures. bidders should note the following procedure for obtaining further information or clarification on matters arising during the procurement process:
        1. Bidders should address any questions, requests for clarification or further information via the ProContract system;
        2. Any questions and requests for clarification or further information in respect of the Call-off phase may only be made, and will only be entertained, if made prior to the deadline for questions as detailed in the timetable within the Call-off documents;
        3. Where a question or request for clarification or further information is made by the bidder, the Council may, at its own discretion, endeavour to respond to the bidder and provide any additional information to which the Council has access. However, the Council shall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information;
        4. subject to the paragraph below, all questions, requests for clarification or further information, and the corresponding responses, will be circulated to all bidders;
        5. when submitting a question, request for clarification or further information, bidders should indicate whether or not they believe the question or request for clarification or further information is confidential and/or commercially sensitive to them and should not therefore be shared with other bidders. This should be done through marking the question, request for clarification or further information as ‘Confidential – not to be circulated to other bidders’;
        6. if the Council considers, in its absolute discretion, that it is unable to treat the query on a confidential or commercially sensitive basis, having regard to current guidance and legislation, and the principle of equal availability of information to all bidders, it will inform the bidder who has submitted it. The bidder must, as soon as practicable thereafter, respond via the ProContract tender system requesting that either the query be withdrawn or treated as not confidential. The Council will deem that the question or request for clarification or further information has been withdrawn if the Council is not contacted within five business days after informing the bidder as referred to above.
        7. Requests to amend elements of the Terms and Conditions or specifications are not allowed, and will not receive a response;
        8. The Council reserves the right itself in its sole discretion to issue clarifications from time to time
        9. The answers to any clarification questions asked by bidders shall be disclosed to all other bidders unless both the question and answer relate only to the bidder asking the question and is commercially sensitive.
  3. CONFIDENTIALITY
     1. All documentation and information issued by the Council relating to the procurement process shall be treated by the bidder as private and confidential for use only in connection with the procurement process and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council.
     2. All information provided to the bidder by the Council shall be regarded as confidential and used only to prepare a response to any clarification questions.
  4. FREEDOM OF INFORMATION
     1. The bidder acknowledges that the Council is obliged under the Freedom of Information Act (FOIA) to disclose information to third parties subject to certain exemptions. This includes any information provided by the Supplier in relation to the SQ or Call-off processes. The bidder therefore accepts and acknowledges that the decision to disclose information and the application of any exemptions will be at the Council's sole discretion. The Council will act reasonably and proportionately in exercising its obligations under the FOIA as to whether any exemptions under section 43 of the FOIA may be applied to protect the bidder’s legitimate commercial and trade secrets.
     2. Bidders should state on the commercially sensitive information schedule, which forms part of the Call-off document, if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Bidders should state why they consider the information to be confidential or commercially sensitive and for how long.
     3. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.
  5. DUE DILIGENCE
     1. It is the responsibility of bidders to ensure that they have all the information they need to prepare their Call-off submissions.
     2. The bidder will be deemed for all purposes connected with the Call-off and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract, the extent of the materials and equipment which may be required and any other matter which may affect its Call-off submission.
     3. The bidder shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) neither the Council shall make any payments to the bidder save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by any Council to the bidder in respect of the scope of the Contract being different from that envisaged by the bidder or otherwise. Information given in respect of current orders is given as a guide and the Council makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the bidder.
  6. REFERENCES
     1. The Council reserves the right to contact the bidder’s financial and/or technical referees at any stage of this procurement. Referees should be alerted in advance so as not to cause delays. In addition, to satisfy itself that the specific proposal is deliverable and to fully understand the nature of the proposed the Council reserves the right to carry out site visits. For the avoidance of doubt, whilst assisting the Council to understand a bidder's Call-off, visits to bidders' reference sites will not be scored.
  7. INFORMATION, COSTS AND EXPENSES
     1. The bidder is responsible for obtaining all information necessary for the preparation of its submission and all costs expenses and liabilities incurred by the bidder in connection with the preparation and submission of the Call-off will be borne by the bidder.
     2. Bidders should satisfy themselves of the accuracy of all fees, rates and prices quoted, since bidders will be required to hold these or withdraw their Call-off in the event of errors being identified after the submission of Call-offs.
     3. If a bidder fails to provide fully for the requirements of the Specification in the Call-off it must either:
        1. absorb the costs of meeting the full requirements of the Specification within its Call-off price; or
        2. Withdraw its Call-off.
  8. VARIANT BIDS
     1. No variant bids will be accepted.
  9. SIGNATURES
     1. Any documents requiring signature shall be returned with your Call-off and signed by the bidder as follows;
        1. where the bidder is a prime Supplier supported by Significant Sub-Suppliers, by the prime Suppliers and each Significant Sub-Supplier;
        2. where the bidder is a single organisation (or a single organisation supported by sub-Suppliers that are not Significant Sub-Suppliers) by that single organisation;
        3. where the bidder is a company, by a Director of the company;
        4. where the bidder is an unincorporated association, by the person duly authorised for that purpose to sign on its behalf, stating their position and providing a copy of that authorisation; and
        5. where the bidder is a partnership, by two duly authorised partners.
     2. You may submit electronic or typed signatures. However, should you be successful, you will be required to resign all declarations that form part of the contract with an original signature.
  10. SUPPORTING DOCUMENTS
      1. In order to simplify this process, you should not provide supporting documents, for example, marketing literature unless specifically requested to do so. Instead, we will ask you to provide a statement regarding your approach to various aspects of the delivery of the contract. This is because we do not have the resources or time available to read every document submitted by every bidder. However, the Council may ask to see these documents at a later stage so it is advisable that you ensure they can be made available upon request. You may also be asked to further clarify your answers or provide more details.
  11. BIDDER’S WARRANTIES
      1. In submitting a Call-off the bidder warrants and represents that:
         1. it has complied in all respects with the Conditions of Call-off;
         2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the bidder or its employees in connection with, or arising out of the Call-off are true, complete and accurate in all respects;
         3. it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Call-off, the Specification and the Conditions of Contract and that it has not submitted the Call-off and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
         4. it has full power and Council to enter into the Contract and will if requested produce evidence of such to the Council;
         5. it is of sound financial standing and the bidder and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the bidder which may adversely affect such financial standing in the future.
  12. COLLATERAL WARRANTIES
      1. The Council reserves the right to request that the successful bidder secures from his sub-Suppliers and bidders, in the Council’s favour and in favour of such other beneficiaries as may be reasonably identified by the Council warranties and /or guarantees in a form acceptable to the Council regarding supplies, equipment and services as the Council may request at any time.
      2. All Suppliers shall keep their respective bids valid and open for acceptance by the Council until the expiry of 60 days from the last date for the receipt of Call-off.
      3. The Supplier must not be a party to a cartel involving or including any commercial or other arrangement between individuals and/or corporations which is intended or organised so as to share or control marketing arrangements or prices (whether or not that arrangement is a concealed or hidden commercial venture). In the event of the Supplier being a party to such a cartel, the Council is entitled to terminate all relevant contracts and to recover the amount of any losses, damages, charges or costs which it may directly or indirectly sustain by reason of such termination.
      4. The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of any contract with the Council; or for showing or refraining from showing favour or disfavour to any person in relation to any contract. The Supplier must act in compliance with the law in respect of corruption
      5. The Supplier must not pay commission or agreed to pay any commission to any employee or representative of the Council.
      6. In the event of the Supplier acting unlawfully in regard to corruption, including acting against the points stated above, the Council is entitled to terminate all relevant contracts and to recover the amount of any losses, damages, charges or costs which it may directly or indirectly sustain by reason of such termination; or recover in full from the Supplier any other loss sustained by the Council in consequence of any breach of this clause, whether or not any contracts have been terminated.

1. SPECIFICATION
   1. OUTLINE OF SERVICE
      1. Suppliers shall receive Waste Materials from various Waste Material Sources for treatment in accordance with the waste hierarchy. Waste Material Sources will include:
         1. HWRCs;
         2. Waste Collection Authority kerbside collections;
         3. Waste Transfer Stations;
         4. from time to time other sources authorised by the Council.
      2. All transport costs for Waste Materials delivered by the Council to the Supplier's facility will be met by the Council.
      3. The acceptance of a Supplier on to the DPS does not guarantee any Waste Material will be delivered to the Supplier.
      4. As per 5.1.3, the Council requests (where applicable) that bidders submit their Planning Permission and Environment Agency Environmental Permit/Exemption for the site that will receive the Council's Waste Material.
   2. WASTE MATERIALS

LOT 1 - GREEN

* + 1. To include segregated, kerbside collected green waste delivered directly by Waste Collection Authorities; segregated green waste from HWRCs and other authorised sources.
    2. The minimum acceptable level of treatment is Recycling.
    3. Suppliers should aim to meet the requirements of British Standards Institution's Publicly Available Specification for composted materials (BSI PAS100).
    4. Green waste from HWRCs may contain oversized compostable items
    5. Kerbside collected material may be presented bagged. In such instances these will be biodegradable polymers, packaging or other products that conform to the compostable criteria stated in PAS 100.
    6. Soil attached to green waste delivered shall not count as contamination
    7. The Supplier shall monitor organic waste throughout the duration of the decomposition process in order to ensure optimum conditions prevail and stable end product(s) of appropriate quality for the intended use is/are produced.
    8. EWC for lot 1 is 20.02.01

LOTS 2, 3 & 4 - PAPER/CARDBOARD

* + 1. Paper and cardboard shall be collected separately or comingled at HWRCs. Waste Material Categories are specified in Appendix 13. This Waste Material Category may be compacted.
    2. The minimum acceptable level of treatment is Recycle.
    3. EWC for lot 2 is 20.01.01

LOT 5 - WOOD AND TIMBER

* + 1. This Waste Material Category will be a mix of wood-based products and contain clean timber along with MDF, chipboard, laminated wood, and painted wood. The Supplier will be expected to accept and process wood materials containing some metal fittings such as screws, handles and hinges. This Waste Material Category may be compacted.
    2. The minimum acceptable level of treatment is Recovery.
    3. EWC for lot 3 is 20.01.38

LOT 6 - PLASTERBOARD

* + 1. The Plasterboard Waste Material Category will contain other gypsum based products such as bags of plaster powder. Bags containing plaster powder will not be considered contamination.
    2. Straw and foil backed plasterboard will form part of this Waste Material Category as gypsum based materials are not accepted at any of the Council's residual waste outlets. These Waste Materials will not be considered as contamination.
    3. The minimum acceptable level of treatment is Recycle.
    4. EWC for lot 4 is 17.08.02

LOT 7 - PLASTICS

* + 1. This Waste Material Category will contain rigid plastics, plastic bottles, plastic film and all other types of plastic.
    2. The minimum acceptable level of treatment is Recovery.
    3. EWC for lot 5 is 20.01.39

LOT 8 - MATTRESSES

* + 1. Mattresses are segregated at all HWRCs and also collected at some of the Council's Waste Transfer Stations.
    2. The minimum acceptable level of treatment is Disposal.
    3. EWC for lot 6 is 20.03.07

LOT 9,10 & 11 - SOIL, RUBBLE & HARDCORE

* + 1. Soil collected at HWRCs will contain stones, small amounts of vegetation and possibly other inert materials such as concrete and pieces of bricks etc.
    2. The minimum acceptable level of treatment is Disposal.
    3. Some HWRCs will mix soil with hardcore and rubble, details of the expected Waste Material Category segregation from each HWRC is indicated in Appendix 13, however, the Council reserves the right to alter this Waste Material segregation for operational or financial reasons.
    4. EWC for lot 7 is 17.01.07 & 20.02.02

Lot 12 – mixed residual waste

* + 1. This Waste Material Category will include kerbside collected municipal waste delivered by the Waste Collection Authorities to Waste Transfer Stations for bulking and hauling. Loads may contain residual waste from the HWRCs which will be mixed in at Waste Transfer Station sites.
    2. The minimum acceptable level of treatment is Recovery.
    3. The EWC code for Lot 12 is 20.03.01 & 20.03.07
  1. SUPPLIER FACILITIES
     1. The Supplier is required to provide a reception facility for Waste Materials between the hours of 7:30 a.m. and 5 p.m. Monday to Friday and between 7:30 am and 12pm on Saturdays including all bank holidays except 25th and 26th December and 1st January (subject to Supplier's site planning permission). If any Supplier is not open during these hours, and the Council has a requirement to dispose of Waste Materials during these hours while a Supplier is not open, then the Council reserves the right to deliver the Waste Materials to another Supplier on the DPS.
     2. The Supplier must have in place at all times during the Term of the Agreement for all facilities, and make available for the Council to inspect, the following:
        1. Environment Agency Environmental Permit or Exemption Certificate;
        2. Planning Permission for the relevant site;
        3. Employers Liability Insurance Certificate (minimum of £5 million) and Public Liability Insurance Certificate (minimum of £5 million);
        4. Health and Safety Policy;
        5. Relevant Method Statements and Risk Assessments.
        6. Approved Working Management System.
     3. The Supplier shall be capable of accepting Waste Materials from all types of waste collection/disposal vehicles, including roll-on/roll-off and hoist skip loaders, refuse collection vehicles (RCVs) and tippers. Some of the Council’s HWRCs use compaction and Suppliers must be able to receive Waste Materials so handled. Maximum container volume will be 50 cubic yards.
     4. The Supplier, upon request, shall provide the Council with evidence of the treatment process (s) being carried out for the Waste Materials delivered under this agreement.
  2. DELIVERY TO SUPPLIER'S FACILITIES
     1. All loads delivered during the opening times will be accepted without fail. The Supplier is required to have contingency arrangements in place in the event that they are not able to accept a delivery for any reason.
     2. Failure to accept a load delivered to the Supplier's site may result in their suspension and/or exclusion from the DPS.
     3. Payment for any contingency arrangements, including increased cost to the Council, will be at the Supplier's own expense. This will include any costs incurred by the Council from their haulage Supplier.
     4. Deliveries to the Facility shall have a turnaround time of 15 minutes from entering the site to exiting the site.
     5. The Supplier must ensure that vehicles using the Facility are able to, at all times, discharge their contents at a place, or places, within the Facility without having to negotiate unreasonable roads or unreasonable terrain. At no time must the actions or omissions of the Supplier on the disposal site expose any delivery driver to health and safety hazards. The Supplier shall be liable for any damage caused to vehicles and injuries to staff which arises from failure to comply with this item.
  3. WASTE MATERIAL ACCEPTANCE
     1. The Supplier will restrict tipping on the Council's account to vehicles notified by the Council. See also section 6.10 of this Specification.
  4. WEIGHBRIDGE
     1. All Waste Materials shall be weighed in on a weighbridge that is maintained to National Measurement Office Standards. Only electronic weighbridges with computerised outputs shall be accepted. Handwritten weighbridge tickets will only be accepted in exceptional circumstances at the Council’s sole discretion. The Supplier will be responsible for the payment of the costs of this weighing.
     2. If the Supplier's Facility does not have a weighbridge, the additional mileage for transporting Waste Material via this alternative weighbridge location shall be incorporated into the Council's Distance calculation.
     3. All costs other than transport associated with the use of an off-site weighbridge will be met by the Supplier and assumed to have been included in the Call-off and no additional claims will be considered.
     4. The Supplier is required to have contingency arrangements in place in the event that the weighbridge they use is not available for any reason. These arrangements shall meet the criteria laid out in 6.6.1 of this Specification, and shall be approved by the Council before they are implemented. The Council shall not unreasonably withhold its approval. If the contingency arrangements are unacceptable to the Council, the Council shall make its own arrangements. All costs for these arrangements shall be passed on to the Supplier. The Council shall use the most economically advantageous arrangement that meets the criteria set out in 6.6.1 of this Specification.
     5. Payment for any contingency arrangements, including increased cost to the Council, will be at the Supplier's own expense. This will include any costs incurred by the Council from their haulage Supplier.
  5. CONTAMINATION
     1. Where the Supplier considers a load to be contaminated the Supplier must quarantine the load and notify the Council immediately. The load must remain quarantined until the Council's personnel have inspected it in order to agree or disagree with the Supplier's judgement.
     2. The Council will only consider a Supplier’s claim for costs as a result of contamination if it is in excess of 5% of the total weight of the load or the Waste Material delivered is in breach of the Supplier's waste permit or exemption.
  6. COMPLAINTS AND INSPECTION REGIME
     1. The Supplier shall inform the Council of any complaints received during the delivery of this contract.
     2. The Council will periodically undertake visits to the Supplier's facility both for the purpose of maintaining contact with the Supplier and to ensure by inspection that the Supplier's facility is operating in a safe and proper manner.
     3. The Council will usually arrange such visits in advance, but reserves the right to attend unannounced. The Supplier shall facilitate such visits be they announced or unannounced.
  7. ENVIRONMENTAL PERMIT/EXEMPTION
     1. If at any time during this Agreement the Environmental Permit or Exemption applicable to the Supplier's premises is withdrawn, suspended or expires and is not renewed then the Supplier shall notify the Council immediately.
     2. Upon receipt of such a notification the Council will cease to use the Supplier, and suspend the Supplier's participation in this DPS.
     3. In the subsequent event that such permit or exemption is granted to the Supplier to comply with the requirements of this Agreement then upon receipt of written confirmation from the Supplier, including supporting documentation, the Council may withdraw the Supplier's suspension. Such action will be confirmed by the Council in writing before any further Waste Material is delivered.
  8. WASTE DATA MANAGEMENT SYSTEM
     1. The Council shall require the Supplier to submit information through the Council’s web-based Waste Data Management System (WDMS). Upon such an instruction, the WDMS shall be used in accordance with the following clauses.
     2. The Supplier shall submit through the Council's web-based WDMS details of any loads received. This can either be entered load by load or uploaded using a spreadsheet template which will be provided by the Council on request.
     3. The Supplier shall use the WDMS to submit monthly online invoices for any Waste Material for which a gate fee is being charged. This must be backed up (ideally by email) with a conventional invoice for the same amount. A copy of the weighbridge ticket for each load must be retained at the Suppliers premises for inspection if required.
     4. Any computer hardware or software required to receive and send emails and access a web-based portal for using the WDMS will be provided at the Supplier’s expense.
     5. The Council will provide guidance and instruction to any the Supplier who has not previously used the WDMS
  9. HEALTH AND SAFETY
     1. The attention of Suppliers is directed to current legislation, including the Health and Safety at Work Act (1974), and the Management of Health and Safety at Work Regulations 1999, and all other applicable Health and Safety Law, with which they shall comply.
     2. In particular, they shall at all times maintain safe and healthy working conditions at all sites, complying with the requirements of Codes of Practice which are applicable to the work being undertaken and ensure that all employees and sub-Suppliers comply with this item, and 6.11.1 of this specification.
  10. ACCESS BY THE COUNCIL
      1. The Supplier shall at all reasonable times allow the Council access to records and documents in the possession of the Supplier in connection with the performance and auditing requirements for the Services pursuant to the Contract.
  11. QUANTITIES AND COMPOSITION OF WASTE MATERIALS
      1. Due to the current economic climate, consumer behaviour patterns, possible changes due to growth areas and changes to collection schemes, the Council provides no guarantee of the tonnage of Waste Material delivered.
  12. LEGISLATION
      1. The Supplier will ensure that they provide the Services in compliance with all relevant Law in relation to the Site, waste, operations and transportation, with specific regard to the following:
         1. Environmental Protection Act 1990.
         2. Duty of Care Regulations 1994.
         3. Haulage and Operator Licensing
         4. Health and Safety Law
         5. Hazardous Waste Regulations
         6. All relevant future Law as it comes into force during the period of the contract.
  13. RECORDS AND REPORTING
      1. The Supplier shall submit to the Council no later than 5 days after the end of a calendar month, details of all individual loads received. Individual load details will include:
         1. date and time of delivery/collection
         2. Waste Material Source
         3. Waste Material
         4. weighbridge ticket details including weighbridge ticket number, date and time in/out, gross and tare weights, vehicle registration
         5. the Council retains the right to specify the format of the submission (i.e. excel spreadsheet template)
  14. RECYCLING CREDITS
      1. The Supplier shall not seek any payment for recycling (disposal) credits - Section 52 of the Environmental Protection Act 1990 - under any part of this contract, neither directly nor indirectly in any way, shape or form whatsoever. In addition, recycling (disposal) credits shall not be payable to any third parties under this Contract.

1. PERFORMANCE MANAGEMENT
   * 1. This Performance Monitoring Framework will apply in full from the Commencement Date and details the elements of the Services that will be measured to monitor and to incentivise performance by means of Performance Deductions via Section 8 – Payment Mechanism for substandard performance.
     2. The Performance Monitoring Framework will be used to determine Performance Default Points that are transferred to the Payment Mechanism and converted into Performance Deductions. The Services will be monitored against the Service Levels detailed in Table 1 which reflect the requirements of the Service to be provided as detailed within the Contract.
     3. If a failure as detailed in Table 1 occurs then, subject to the terms of this Performance Monitoring Framework, the Council shall be entitled to make Performance Deductions from the Service Charges without prejudice to any other remedies the Council may have.
     4. The process for measuring the Services is detailed below but generally consists of a system in which Performance Default Points (identified in Table 1 to this Performance Monitoring Framework) are allocated to an element of the Services where a Service Failure is recorded and the consequences are as follows:
        1. Each time the Supplier fails to meet any of the Service Levels set out in Table 1 to this Performance Monitoring Framework, a Service Failure shall be recorded.
        2. Further Service Failures will accrue for that continuing default for each occurrence that the Service Failure has not been remedied.
        3. Each Service Failure shall lead to the accrual of the relevant Performance Default Points.
        4. The number of Performance Default Points leads to the relevant Performance Deduction as provided for in Table 2 and shall be deducted in accordance with Section 8 – Payment Mechanism.
     5. The Supplier will be responsible for reporting Service Failures under the Performance Monitoring Framework to the Council who will maintain a record of all such failures. This shall not prejudice the Council's right to monitor the performance of the Supplier against the Service Levels.
     6. Where the Council through its own monitoring of the Contract finds a failure to meet a Service Level it shall notify the Supplier and the Supplier shall record the failure against the Service Level as per the Supplier's monitoring system.
     7. At the end of each Month the Council will total the Performance Default Points and if appropriate apply financial deductions and additional sanctions in accordance with those in Table 2: Performance Points and Deductions.
     8. The total of Performance Default Points determines the Performance Deduction that will be deducted from the monthly Service Charges due to the Supplier, see Schedule 2 (Pricing Schedule).
     9. The Council may in its sole and absolute discretion grant Relief from the application of Performance Default Points if it is satisfied that the reason for the Service Failure was outside the reasonable control of the Supplier.
     10. To claim such relief evidence must be provided by the Supplier to the Council for each event for which Relief is sought which must show that the Supplier was unable to mitigate the effects of the reason for the Service Failure.
     11. The Council will review the application for Relief and determine if the event causing a Service Failure was or was not outside the reasonable control of the Supplier.
     12. The Supplier must apply reasonable measures to mitigate problems/events which affect the delivery of the Service to prevent the occurrence or minimize the amount of Service Failures.
     13. For the avoidance of doubt if the breakdown of a Council’s vehicle on site is due to poor access roads, this will not be authorised as an event giving rise to the granting of Relief.
     14. For clarity the points accrued will be on a Monthly basis and each Month will start at zero.
     15. The Performance Monitoring Framework shall be reviewed half way through the Contract Period by the Council and the Supplier. No changes shall be made to the Performance Monitoring Framework except by agreement of both Parties.

**Figure 1: Application of the Performance Monitoring Framework in relation to Performance Default Point**

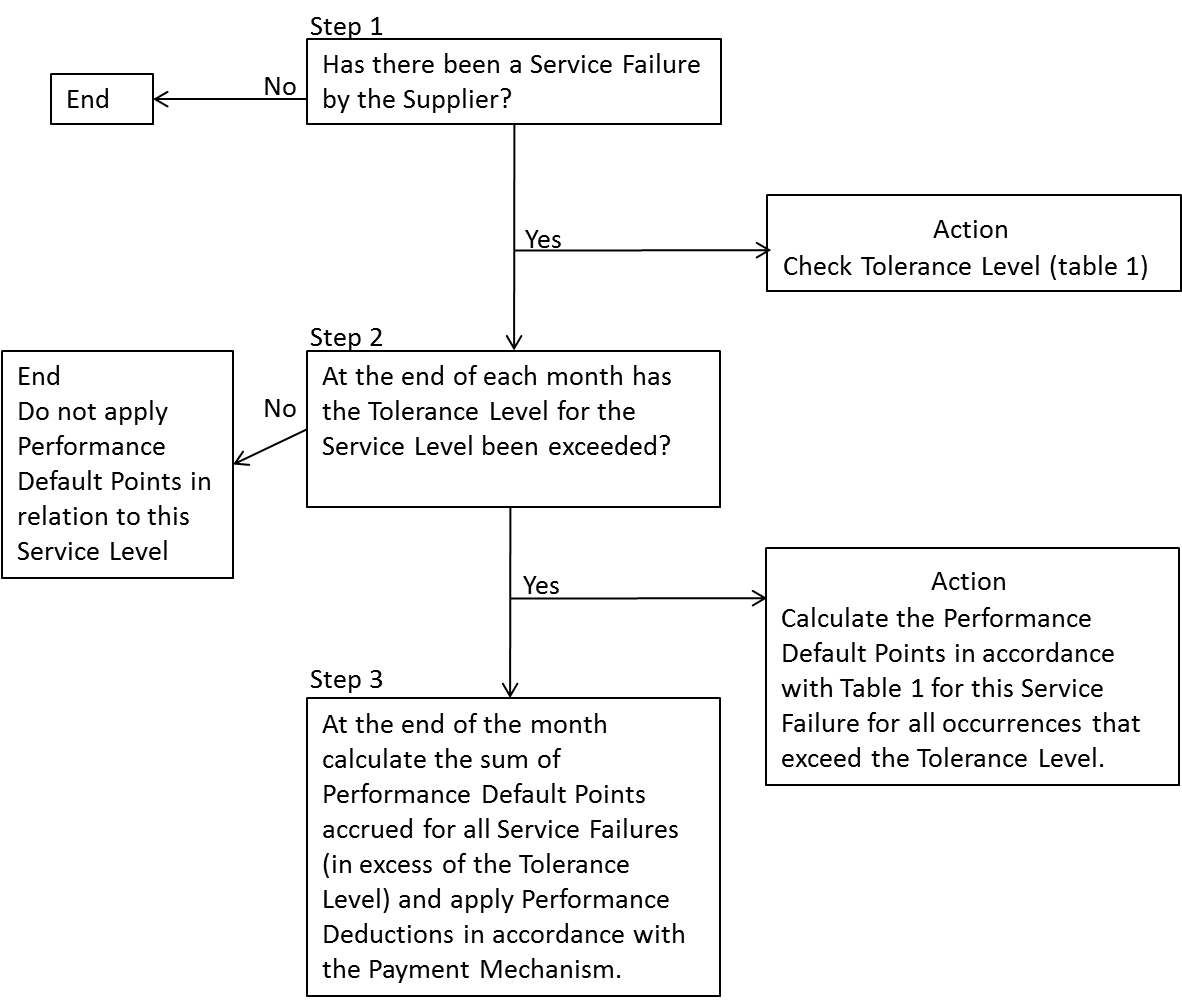


Table 1: Performance Monitoring Framework

| **Item No.** | **Relevant Section of Contract** | **Service Level** | **Service Failure** | **Tolerance Level Per Month** | **Performance Default Points (PDP)** | **Monitoring Methodology** |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Section 6(Specification) | The Supplier is required to accept waste delivered by the Councils or agents of the Council (item 6.4.1). | Waste delivered to the facility is turned away. | 0 | 50 | Monitored by default report from agents making deliveries on behalf of the Council. |
| 2 | Section 6(Specification) | The Supplier is required to operate their facility in accordance with the specification | The Supplier fails to operate their facility in accordance with the specification. | 0 | 50 | Monitored by Council agents and direct visits by the Council or any other sources such as the EA. |
| 3 | Section 6(Specification) | The supplier is required to maintain access roads in an acceptable condition that avoids damage to Councils vehicles (item 6.4.5). | The supplier fails to maintain access roads in an acceptable condition resulting in damage to Councils vehicles (item 6.4.5). | 0 | 50 | Monitored by Council agents and direct visits by the Council or any other sources such as the EA. |
| 4 | Section 6(Specification) | The Supplier is required to provide a weighbridge at the facility or make arrangements for an alternative weighbridge to be used (items 6.6.1 & 6.6.2). | The Supplier fails to provide a weighbridge at the facility or make arrangements for an alternative weighbridge to be used (items 6.6.1 & 6.6.2). | 0 | 25 | Monitored by Council agents and direct visits by the Council or any other sources such as the EA. |
| 5 | Section6 (Specification) | The Supplier is required to turnaround Council vehicles in the allowed time (item 6.4.4). | The Supplier fails to turnaround Council vehicles in the allowed time (item 6.4.4). | 5 | 20 | Monitored by default report from agents making deliveries on behalf of the Council. |
| 6 | Section 6 (Specification) | The Supplier is required to have the facility open in accordance with the hours in the specification (item 6.3.1). | The Supplier fails to have the facility open in accordance with the hours in the specification (item 6.3.1). | 0 | 50 | Monitored by Council agents and direct visits by the Council or any other sources such as the EA. |
| 7 | Section6 (Specification) | The Supplier is required to allow the Council reasonable access to the facility (item 6.8.2). | The Supplier fails to allow the Council reasonable access to the facility (item 6.8.2). | 0 | 25 | Monitored by direct visits by the Council. |
| 8 | Section6 (Specification) | The Supplier is required to allow the Council reasonable access to the "waste material" records (item 6.12.1). | The Supplier fails to allow the Council reasonable access to the records of compost production (item 6.12.1). | 0 | 25 | Monitored by direct visits by the Council. |

Table 2: Performance Points and Deductions

|  |  |  |
| --- | --- | --- |
| **Performance Default Points Accrued per Month** | **Financial Deduction to be Applied** | **Additional Sanction** |
| 0 | £0 | None. |
| 100 | £500 | Financial penalty may be waived at Council sole discretion for first occurrence. |
| 200 | £1000 | Supplier shall be referred to the Remediation Plan Process in accordance with Clause H7 |
| 300 | £1500 | Supplier Shall be referred to the Remediation Plan Process in accordance with Clause H7A. |

1. PAYMENT MECHANISM
   * 1. The Service Charges shall be as follows:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| ( | Gate fee submitted through Call-off document | x | Weight of Waste Material received through month | ) | - | Total Performance Deductions to be Applied | = | Service charge for month |

* + 1. The supplier shall submit an invoice to the Council in respect of the Services rendered on a Monthly basis in arrears and not later than the last day of each relevant calendar Month.
    2. Each invoice shall be addressed to LCC and be submitted via email to [Dev\_HouseholdWaste@lincolnshire.gov.uk](mailto:Dev_HouseholdWaste@lincolnshire.gov.uk) or any other address as the Council may notify the supplier in writing.
    3. The supplier shall supply evidence to the Council to support the invoice and must be submitted to the above address. The Council may request any further information it may require in order to satisfy itself that the amount claimed under the invoice is properly due and payable in respect of Services properly delivered in accordance with the requirements of the Contract.
    4. The Council shall pay each invoice within twenty eight (28) days of receipt of an invoice that complies with the requirements set out in this Schedule.
    5. The supplier shall ensure that each invoice contains the following information:
       1. the date of the invoice;
       2. a clear reference number;
       3. the period to which the invoice relates;
       4. a detailed breakdown of the Services supplied and the Service area of the Council to which the invoice relates
       5. the supporting evidence referred to in paragraph 4 above; and
       6. a contact name and telephone number of a responsible person in the supplier’s department in the event of administrative queries.
    6. If the amount due for payment under this Contract is wrongfully withheld after the relevant final date for payment, such amount shall bear simple interest at the rate of 4% over the Bank of England base rate for the time being, from the final date for payment to and including the date on which such amount is paid or discharged.
    7. Where any payment is made by the Council and it is subsequently established that in the circumstances existing at the relevant time the Council was only liable under the terms of this Contract to pay the supplier a lesser sum (or none at all), the supplier shall repay the amount of the overpayment within seven (7) days from receiving notice from the Council of such overpayment.
    8. The supplier shall use the WDMS to submit monthly online invoices for any Waste Material for which a gate fee is being charged. This must be backed up (ideally by email) with a conventional invoice for the same amount. A copy of the weighbridge ticket for each load must be retained at the supplier's premises for inspection if required.

1. COUNCIL'S KEY PERSONNEL

|  |  |  |
| --- | --- | --- |
| **Name** | **Job Title** | **Phone Number** |
| Mike Reed | Delivery and Transformation Manager (Waste) | 01522 552396 |

1. APPENDIX 1 – PROCONTRACT USER GUIDE



1. APPENDIX 2 - CALL-OFF DOCUMENT
   1. GUIDANCE ON COMPLETING THE CALL-OFF
      1. This Call-off document is provided as part of the complete procurement documentation which includes the DPS User Guide and associated documents.
      2. Please ensure you have read and understood the DPS user-guide before completing this Call-off document.
      3. Bidders should read the Call-off document thoroughly and ensure they complete any areas of the document which are coloured in yellow.
      4. Bidders should indicate which waste streams they wish to bid for by completing the Gate Fee column for the relevant lots in the Award Criteria section of the Call-off document.
      5. Bidders operating more than one reception facility in different locations may complete and submit one Call-off document per location.
   2. COLLUSIVE TENDERING CERTIFICATE
      1. In signing the Call-off, you declare that:

This is a bona fide tender, intended to be competitive, and that you have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person.

You have not done and you undertake that you will not do at any time before the hour and date specified for the return of this tender any of the following acts:

* + - 1. communicating to a person other than the person calling for those tenders/Call-offs the amount, or approximate amount of the proposed tender/Call-off except where disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium quotations required for the preparation of the tender.
      2. entering into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the amount of any tender to be submitted.
      3. offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above. You acknowledge that if you, or anyone who acts on your behalf behaves improperly or commits an offence under the Prevention of Corruption Acts 1889-1916, the Council may cancel the contract and recover all costs and losses.

In the above, the word ‘person’ includes any persons or any body or associated, corporate or unincorporated, and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

**Refusal to give this declaration and undertaking means that your tender will not be considered.**

* 1. COMMERCIALLY SENSITIVE INFORMATION SCHEDULE
     1. The Council is committed to the principle of open government and may disclose, upon request, information that it considers to be in the public interest to disclose.
     2. Please state below any information that you specifically do not wish the Council to disclose together with any timescale relating to this non-disclosure e.g. for first 6 months, lifetime of the contract etc.
     3. Please note that the council may still need to disclose such information if necessary to comply with its obligations under the Act.
     4. In signing the Call-off, you agree that information relating to this offer/contract may be disclosed, save for the information specified below which we consider to be commercially confidential:
  2. FORM OF TENDER
     1. In signing and submitting the Call-off, you declare that:

Having examined carefully and understood the, Conditions of Tender, Terms and Conditions of Contract, the Specification and all other documentation issued by the Council in connection with the Material Waste Reception Services, the Company submitting the Call-off document:

* + - 1. hereby offer to supply the Service subject to the terms and conditions set out in such Conditions of Tender, Terms & Conditions of Contract, Specification and other documents (if any) at the prices and rates contained in the Call-off. You will keep our bid valid and open for acceptance by the Council until the expiry of 60 days from the last date for the receipt of tenders.
      2. You understand the Council is not bound to accept the lowest or any tender you may receive and will not pay any expenses incurred by us in connection with the preparation and submission of this tender.
      3. You declare that to the best of your knowledge the responses submitted in this Call-off are correct and a true representation.
      4. You understand that the information will be used in the process to assess my/our organisation’s ability to deliver the Authority’s requirement.
      5. You understand that the Council may reject this Call-off if there is a failure to answer all relevant questions fully or if you provide false/misleading information

**Refusal to give this declaration and undertaking means that your tender will not be considered.**

* + 1. Unless and until a formal Contract is prepared and executed this Call-off together with your written acceptance thereof shall constitute a binding Contract between us.
    2. Bidders should be aware that in signing and submitting the Call-off document, you confirm that you have read and agree to the terms outlined in the procurement documentation including:
       1. the Specification
       2. the Payment Mechanism
       3. the Commercially Sensitive Information Schedule
       4. the Terms and Conditions of Contract.
  1. CALL-OFF DOCUMENT

|  |  |  |  |
| --- | --- | --- | --- |
| **CALL OFF REFERENCE:** | **COXXXX** | **CALL OFF DATE:** | **XX/XX/XX** |

|  |  |  |  |
| --- | --- | --- | --- |
| **DEADLINE FOR SUBMISSIONS** | **XX/XX/XX** | **DEADLINE FOR CLARIFICATIONS** | **XX/XX/XX** |
| **EXPECTED AWARD DATE** | **XX/XX/XX** | **CONTRACT START DATE** | **XX/XX/XX** |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **BIDDER INFORMATION** | **Business Name** | *Enter name here* | | **Business Address** | | *Enter address here* | | | | | | |
| **Contract Manager** | *Enter name here* | | **Job title** | | *Enter job title here* | **Completing person** | | | *Enter name here* | | *Enter signature here* |
| **Bank Account Number** | *Enter account number here* | | **Sort Code** | | *Enter sort code here* | **Name of bank** | | | *Enter name of bank here* | | |
| **Material Reception Address if different from the business address:** | | | | | | *Enter address here* | | | | | |
| **Please check through your SQ and confirm that the information submitted is still current:** | | | | | | | | | | *yes/no* | |
| **Please attach your supporting certification here:** | | | | | | | | | | | |
| **Environment Agency Environmental Permit or Exemption Certificate:** | | **Planning Permission for the relevant site:** | | **Employers Liability Insurance Certificate (minimum of £5 million) and Public Liability Insurance Certificate (minimum of £5 million):** | | | **Health and Safety Policy:** | **Relevant Method Statements and Risk Assessments:** | | **Approved Working Management System:** | |
| *Insert files into this cell* | | *Insert files into this cell* | | *Insert files into this cell* | | | *Insert files into this cell* | *Insert files into this cell* | | *Insert files into this cell* | |
| **Please enter the postcode of any third-party weighbridge required to be used:** | | | | | | | | | | *Enter postcode here* | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **AWARD CRITERIA** | **Lot** | **Waste Stream** | **Load Factor** | **Gate Fee** |
| 1 | Green Waste | 9.3 | *Enter gate fee - £xx.xx* |
| 2 | Paper | 4.1 | *Enter gate fee - £xx.xx* |
| 3 | Cardboard | 4.1 | *Enter gate fee - £xx.xx* |
| 4 | Paper & Cardboard | 4.1 | *Enter gate fee - £xx.xx* |
| 5 | Wood/timber | 6.2 | *Enter gate fee - £xx.xx* |
| 6 | Plasterboard | 6.5 | *Enter gate fee - £xx.xx* |
| 7 | Plastics | 2.1 | *Enter gate fee - £xx.xx* |
| 8 | Mattresses | 1.3 | *Enter gate fee - £xx.xx* |
| 9 | Soil | 9.9 | *Enter gate fee - £xx.xx* |
| 10 | Rubble & Hardcore | 11.2 | *Enter gate fee - £xx.xx* |
| 11 | Soil, Rubble & Hardcore | 11 | *Enter gate fee - £xx.xx* |
| 12 | Mixed Residual Waste | 24 | *Enter gate fee - £xx.xx* |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CHECKLIST** | **Please selection y/n below to confirm that you have completed all aspects of the Call-off and any relevant accompanying documentation for submission with this Call-off, and agree to the terms and conditions of the procurement documentation described in 13.1.3:** | | | | | | | |
| **All yellow fields on this document** | *y/n* | **I have the relevant authority to complete and submit this Call-off document** | *y/n* | **Commercially Sensitive Information Schedule:** | *y/n* | **That you agree to the terms and conditions of the procurement documentation:** | *y/n* |

|  |  |  |
| --- | --- | --- |
| **Information for Disclosure** | **Reason for Non-disclosure** | **Timescale** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. APPENDIX 3 - WASTE material categories/LOTS TABLE

