

**ANSA ENVIRONMENTAL SERVICES LIMITED**

**OPEN PROCEDURE GUIDANCE DOCUMENT**

**INVITATION TO TENDER**

**Supply, Fitting, Repair, Maintenance and Management of Tyres**

**Contract Period:** 1st April 2020 until 31st March 2023 with two one year extensions permitted at Ansa’s sole discretion.

The contract includes a break clause effective 31st March 2021 which can be actioned by either party with 3 month notice. There will be no recourse for either party to seek for costs or consequential losses if the break clause is implemented.

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Version 2.0

**SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

|  |  |
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| **ITEM** | **CONTRACT DETAILS** |
| Contract Description: | **Supply, Fitting, Repair, Maintenance and Management of Tyres** |
| Value: | Lot 1 - £420,000  Lot 2 - £150,000  IMPORTANT NOTE: The above Contract Values are estimated and given in good faith. Ansa can not offer guarantees in terms of minimum or maximum Contract values. |
| Period of Contract: | 1st April 2020 until 31st March 2023 with two one year extensions permitted at Ansa’s sole discretion.  The contract includes a break clause effective 31st March 2021which can be actioned by either party with 3 month notice. There will be no recourse for either party to seek for costs or consequential losses if the break clause is implemented. |
| Procuring Officer: | Andrew Bennett |
| Submission instructions: | Submissions must be received via The Chest  <https://www.the-chest.org.uk/>  Please note you are required to register, express an interest, download the ITT documentation and upload the completed ITT document by **12.00 Noon on 31st January 2020.** |

**TIMETABLE**

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

| **Stage** | **Date(s)/ time** |
| --- | --- |
| Issue of Invitation to Tender | 16th December 2019 |
| Clarification questions | 17th January 2020 |
| Deadline for Submission of Tenders | 12.00 noon on 31st January 2020 |
| Evaluation of Tenders | 31st January 2020 until 14thFebruary 2020 |
| Notification of result of evaluation and Standstill period begins | 14th February 2020 |
| Standstill period ends | 24th February 2020 |
| Expected date of award of Contract | 24th February 2020 |
| Contract commencement | 1st April 2020 |

**IMPORTANT NOTICE**

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

The contents of this ITT, and of any other documentation sent to you in respect of this Tender process, are provided on the basis that they remain the property of Ansa and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

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

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by Ansa and its advisers.

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

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

**TENDER AND CONTRACT DEFINITIONS**

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

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

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

1. CONTRACT DOCUMENTS
   1. Any resulting Contract will consist of the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
   2. Ansa is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
   3. Any Tender award will be conditional on the Contract being approved in accordance with Ansa’s internal procedures and Ansa being generally able to proceed. The statutory standstill period of a minimum of 10 calendar days will elapse before confirmation of contract award is sent to the successful Tenderer.
   4. Ansa reserves the right to request a company bond or a parent company guarantee if required and/or appropriate.
   5. Please note that no work must be commenced by the successful tenderer and no payment can be made until Ansa’s Purchase Order has been received.
2. TENDER SUBMISSION REQUIREMENTS
   1. The closing date and time for receipt of the ITT is **12.00 Noon on 31st January 2020.**
   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 Ansa 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. Ansa 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 Ansa’s Legal Representative at their sole discretion. Please note that submissions which are partly through being uploaded at the closing time will be considered to have not been received.
   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. Ansa does not undertake to accept the lowest or any tender and reserves the right to accept the whole or any part of any tender submitted.
   2. Each tender will be checked initially for compliance with all requirements of the ITT.
   3. Ansa reserves the right to reject or disqualify a Suppliers submission where documents are completed incorrectly, are incomplete or fail to meet Ansa’s submission requirements which are detailed in this document.
   4. Ansa reserves the right to reject or disqualify a Suppliers submission if in the opinion of Ansa the Supplier is guilty of misrepresentation in relation to its submission and/or the Selection or Award stages.
   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, Ansa reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Suppliers, to assist it in its consideration of their tender.
   11. Ansa 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. Cheshire East Council (the Council) has a service delivery strategy which incorporates strategic commissioning of services. The Council is one of the largest local authorities in the North West covering an area of over 1,000 km2 with a population of approx. 370,000.
   2. This strategy has resulted in the creation of Alternative Service Delivery Vehicles (ASDVs), wholly owned and controlled companies of the Council.
   3. Details of some of the Council’s ASDVs are as follows:
      1. Ansa Environmental Services Ltd (Ansa)
      2. Orbitas Bereavement Services Ltd (Orbitas)
      3. Transport Service Solutions Ltd (TSS)
   4. The contract will be between Ansa and the Successful Supplier, however all of the above ASDVs will have access to the Contract and benefit from all elements of the Specification.
   5. Ansa is responsible for the Council’s Waste, Cleansing, Grounds Maintenance and Fleet services and will be the main service user of the Contract. Consequently, Ansa will be the lead ASDV from this group and any Contract will be between Ansa and the Service Provider.
   6. In addition to the above ASDV’s, Ansa’s has formed a joint venture organisation (Alliance Environmental Services Ltd (AES)) with High Peak and Staffordshire Moorlands Borough Councils to provide similar services. Ansa will make any contract available to AES should this company have requirements which can be met by this Contract.
   7. Ansa seeks to appoint a single supplier to provide Supply, Fitting, Repair, Maintenance and Management of Tyres
5. DESCRIPTION OF PROCUREMENT PROCESS, EVALUATION CRITERIA AND WEIGHTINGS
   1. **Open Procedure**
      1. The procurement process adopted by Ansa is based upon the open tendering procedure as detailed in the Public Contracts Regulations 2015. In brief, the process will be as follows:
         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 question is evaluated on a pass / fail basis. To accept formally by form or tender. | No Acceptance /Signature of Schedule 1 |
| **Schedule Two**  Certificate of Non-Collusion and Non-Canvassing | This question is evaluated on a 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 | The questions in Schedule Three will be evaluated on either a scored or a Pass/Fail basis.  The scoring criteria table further below will show the relevant criteria for each question. | Applicants will fail on incomplete responses, and / or as detailed below and / or not meeting the **minimum SAQ pass score of 50%** for scored questions  A ‘fail’ is given for a pass / fail question. |
| **Section 1**  Organisation Profile | The supplier is required to complete all elements of the Organisational Profile. This information is required, to ensure Ansa has the correct details of all Organisations. | N/A |
| **Section 2**  Mandatory Exclusion Grounds | These sections are to be scored on a pass/fail basis.  If an Organisation cannot confirm any of the statements, Ansa reserves the right to disqualify the Organisation from the process at this point in the evaluation. | Unlawful Actions |
| **Section 3**  Discretionary Exclusion Grounds | These sections are to be scored on a pass/fail basis.  If an Organisation cannot confirm any of the statements, Ansa reserves the right to disqualify the Organisation from the process at this point in the evaluation. | Unlawful Actions and/or unacceptable mitigations/explanation. |
| **Section 4**  Insurance | This question requires confirmation of insurance for Employers Liability, Public Liability and Professional Indemnity, specifically in relation to Data Breach | Incomplete and/or unsigned info and/or not able to meet minimum levels |
| **Section 5**  Technical Capacity and Experience | This question requires information of your technical and professional ability with previous similar projects. | Incomplete information, unsuccessful references and / or no suitable explanation of missing information. |
| **Section 6**  Equality and Diversity | This question requires the supplier to advise their commitment to equality within the workplace. | No policy (If deemed appropriate) and/or unsatisfactory responses |
| **Section 7**  Economic and Financial Standing | The supplier is required to send one of the requested documents to Ansa for review. Ansa may consult an on-line financial system to verify your Company’s financial standing. | Incomplete / incorrect information or document provided / failure to agree to statement |
| **Section 8**  Social Values | This section will be scored as 40% of the total Suitability Assessment Questionnaire scoring  The supplier is required to outline the organisations social values including but not limiting to: Environmental Safety, Modern Slavery and Corporate Social Responsibility | Incomplete information and/or unsatisfactory provisions for the organisations Social Values and/or did not achieve the required pass mark |
| **Section 9**  Health and Safety | This section will be scored as 60% of the total Suitability Assessment Questionnaire scoring.  The supplier is required to advise Ansa of their Health and Safety commitment in relation to policies and risk assessments to evidence that the supplier has good processes and practices in managing health and safety and mitigating risks and accidents. | Incomplete information and/or unsatisfactory health and safety provisions or did not achieve the required pass mark. |
| **Section 10**  Subcontracting | Whilst subcontractors are not expected for this contract, the supplier is required to outline any proposed subcontractors they may use, providing further information on the benefits and management of subcontractors | N/A |
| **Schedule Four**  Compliance with Specification & Scope of Requirements | This section will be assessed and responses evaluated on a pass / fail basis, the supplier is expected to provide detail of areas they are not able to meet to be review by Ansa. | Incomplete information and/or unsatisfactory amendments and non-compliance |
| **Schedule Five**  Pricing Schedule | **Forms part of the ITT Award Criteria**  See section 8 below and Response Document for further details. | Fail on incomplete Pricing Schedule, restructuring of the Pricing Schedule and/or submitting abnormally low prices. |
| **Schedule Six**  Qualitative Questions | **Forms part of the ITT Award Criteria**  See section 8 below and Response Document for further details. | Being awarded a fail on any pass/fail question. |
| **Schedule Seven**  Declaration | This section will be assessed and responses evaluated on a pass / fail basis. | No Acceptance /Signature |

* 1. If a ‘Fail’ has been awarded for any element of Schedule 1, 2, 3, 4, and 7, the tenderer’s submission will not progress with the tender evaluation
  2. Organisations must score a minimum 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 - Pricing Schedule** | | |
| Pricing Schedule 5a – Lot 1 – Ansa requirements | | 35% |
| Pricing Schedule 5b - Lot 2 – AES requirements | | 35% |
| Pricing Schedule 5c – Additional Products/ Services | | *Information Only* |
| ***Total*** | | ***35%*** |
| **Schedule 6 - Qualitative Questions** | | |
| Q1 | **Contract Management, administration and delivery** | 10% |
| Q2 | **Service Delivery** | 15% |
| Q3 | **Mobile technician and call out Service** | 10% |
| Q4 | **Tyres** | 10% |
| Q5 | **Tyre Disposal** | 5% |
| Q6 | **Standards and Compliance** | 5% |
| Q7 | **Continuous improvement, Innovation and Support** | 5% |
| Q8 | **Business Continuity** | 5% |
| ***Total*** | | ***65%*** |
| **Schedule 7 - Declaration** | | |
| Compliance with Declaration | | Pass / Fail |

1. EVALUATION MECHANISM AND SCORING STRUCTURE
   1. **Financial Evaluation – 35% 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 = 35% 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 = 35%  Company B = £1000.00 / £2000.00 x 40 = 17.5%  Company C = £1000.00 / £3000.00 x 40 = 8.75% |

* 1. **Qualitative Evaluation – 65% 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  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 17th January 2020**
      3. Ansa shall endeavour to respond to queries within two working days. If Ansa considers any question or request for clarification to be of material significance, both the query and the response will be circulated in a suitably anonymous form to all operators who have expressed an interest in the award of the Contract.
      4. Ansa reserves the right to retain all and any of the information supplied to it by the tenderer(s).
   2. **Post-Submission clarifications:** 
      1. Ansa reserves the right, after submissions have been opened, to clarify with any tenderer, any aspect of the submission and to retain all and any of the information supplied to it by the tenderer(s). It is imperative that all tenderers are available during the evaluation period of this process.
      2. Any clarifications in respect of the Conditions of Contract or any specific industry related issues must be raised as a clarification during the pre-submission clarification period and/or within Schedule Four – Compliance and Service Capabilities. Any amendments to our Conditions of Contract which have not been agreed as part of the pre-deadline clarification process will make the submission non-compliant.
   3. **Clarification meetings, site visits and interviews**
      1. Ansa reserves the right to hold clarification meetings, site visits and/or interviews as it considers appropriate both before and after Tender submission.
      2. Should Ansa decide to interview Tenderers or hold clarification meetings to assist its tendering process, Tenderers will be notified in due course.
2. **NATIONAL** FRAUD INITIATIVE AND WHISTLE BLOWING POLICY
   1. The Supplier should be aware that Ansa Environmental Services Ltd may take part in bi-annual National Fraud Initiative (NFI) exercises undertaken by the Audit Commission, or equivalent body.  This requires Ansa TO provide details of transactional activity for a period of time, namely invoice details, plus supplier master-file data e.g. company name, vat / company registration details, bank account details.  Data matching exercises are then undertaken by the Audit Commission, or equivalent body, to assist in the prevention and detection of fraud.
   2. As Ansa Environmental Services Ltd, is a wholly owned company of Cheshire East Borough Council, the Supplier shall comply with Cheshire East Borough Council’s whistle blowing procedure which   ensures that employees of the Supplier are able to bring to the attention of a Relevant Authority malpractice, fraud and breach of Laws on the part of the Supplier or any Sub-contractor without fear of disciplinary and other retribution or discriminatory action.
   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 Ansa 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. Ansa has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services. Ansa is delivering its services when a contractor is delivering services on behalf of Ansa. It is therefore incumbent upon Ansa to ensure that these statutory requirements are carried out by any contractor that is working for Ansa. Consequently, Ansa is looking for a commitment within Suppliers to assisting Ansa in their duties. Ansa does not consider that these requirements will be onerous and so pricing should not be affected in complying with any of these obligations but if a Supplier believes there is a pricing impact, the impact of complying with these obligations should be clearly identified in their Pricing Schedule.
4. **EQUALITY AND DIVERSITY**
   1. Ansa is committed to providing its services in a way that promotes equality of opportunity at every possibility. It is expected that the successful Supplier will be equally committed to equality and diversity in its employment practices and service provision, and will ensure compliance with all anti-discrimination legislation.
   2. Suppliers should note that the successful Supplier will be asked to contract with Ansa to ensure that they adhere to these obligations. Ansa will, if appropriate, monitor the successful Supplier’s compliance throughout the Contract Period.
5. **GDPR**
   1. Ansa is aware of the General Data Protection Regulations (GDPR) which came into effect on 25 May 2018. The regulations encompass a much wider and more robust set of rules and controls to ensure that subjects’ data is protected appropriately and includes data that we process on behalf of subjects.
   2. The Supplier will handle and process all personal data in accordance with GDPR regulations at all times.
6. **CORPORATE SOCIAL RESPONSIBILITY**
   1. Ansa are committed to working with and supporting suppliers Corporate Social Responsibility (CSR) to improve their and their Supply Chain’s environment which includes but does not limit: Social impacts; political adherence and governance; environmental sustainability and improvement; ethical operation; philanthropic support and support to local residents and communities.
   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. Ansa may, at any point, request evidence or demonstration that the Supplier is adhering to relevant legislation, regulation and jurisdiction, to be provided within 5 working days of the initial request.
   3. The Supplier must note that, any information provided to Ansa 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

1. **INTRODUCTION/ PROJECT BRIEF**
   1. Ansa Environmental Services Ltd (“Ansa”) is a wholly owned and controlled company of Cheshire East Council (“the Council”). Ansa was formed in 2014 and is responsible for delivering the Cheshire East Council’s waste collection and disposal services which includes street cleansing services.
   2. Ansa operate a fortnightly kerbside collection service which offers residents (of Councils including Cheshire East Council, High Peak Borough Council and Staffordshire Moorlands Borough Council) the collection of three waste streams; residual (non-recyclable), comingled-recycling and garden waste. All waste streams are collected in wheeled bins via Refuse Collection Vehicles.
   3. In additional to waste collections and disposal services, Ansa provides Cheshire East Council’s services in relation to, street cleansing, fleet management, parks and grounds development and maintenance.
   4. Ansa requires a single contractor to provide goods and services associated with the Supply, Fitting, Repair, Maintenance and Management of Tyres.
   5. Ansa is a part of a group of companies, of which Ansa’s associated businesses may choose to access this contract for their own business requirements or may require business through Ansa, these companies include but are not limited to the following:
      1. Cheshire East Council (CEC)
      2. Orbitas Bereavement Services
      3. Transport Service Solutions Ltd (TSS)
      4. Alliance Environmental Services (AES)
   6. Should any of Ansa’s Associated Business notify the supplier of their intention to use the contract, the supplier is required to notify Ansa within 3 working days of the enquiry being made. Should an Ansa Associated Business require services, a separate account must be set up for their own requirements to be invoiced separately as per this Contract.
   7. During the Contract, Ansa may request new requirements from their business growth to be included within the contract. This will be advised to the Suppliers on a case by case basis.
2. **THE CONTRACT**
   1. Ansa is seeking to establish an effective, efficient and competitively priced contract for the Supply, Fitting, Repair, Maintenance and Management of Tyres at locations throughout Cheshire East, High Peak and Staffordshire Moorlands area of operations.
   2. Ansa is seeking to award a contract with fixed pricing subject to annual CPI increases on each anniversary of the contract.
   3. The contract is divided into two lots which may be awarded to one bidder, OR one bidder per lot, potentially resulting in two suppliers providing the service to both Ansa and AES who service the Local Authority areas listed in 1.2 above.
   4. The existing contract expires 31st March 2020.
   5. The contract will be providing support for the following vehicle and machinery types during the course of the contract term:
      1. Cars
      2. Small and car derived vans
      3. Panel Vans to 5 tonne
      4. Tippers 3.5 to 7.2 tonne
      5. 3.5t Tippers and Commercials
      6. Compact Sweepers
      7. 15t Chassis Mounted Sweepers
      8. Refuse Collection Vehicles 7.5t to 32t
      9. Various Grounds equipment including Tractors, Mowers and Trailers
      10. Other vehicles or equipment that may be required during the contract term, please see Appendix 3a and 3b fleet lists attached.
3. **TYRE SPECIFICATIONS**
   1. The successful supplier(s) shall
      1. Supply New tyres not previously fitted to any other vehicle
      2. Provide quality products free of defect and conforming to all current BSI regulations and EU legislation, with type approvals in place for the supply of tyres. As a minimum requirement tyres supplied must be suitable for the vehicle to which they are fitted regarding load index and speed rating and also suitable for the vehicle operation. Further tyres fitted must be of the same size and construction of tyres already fitted to the same axle.
      3. The Supplier shall be a member of the Tyre Recovery Association or equivalent.
   2. All tyres provided under this contract must have a tyre label in accordance with EC/1222/2009, EC228/2011 and EC1235/2011 and shall include:
      1. Fuel Efficiency Class
      2. Wet Grip Class
      3. Noise Classification
   3. The Supplier shall ensure the use of Tyre label classification from A (highest performing) to G (lowest performing) is used.
   4. Not withstanding the above points all tyres fitted are to be “Mid Range” quality tyres correctly marked and test in accordance with relevant British and EU regulations and be provided on the basis that they are fit for purpose and are suitable to work safely in conjunctions with tyres already fitted.
   5. The successful supplier(s) shall ensure that the following tyres are available to Ansa and other group member as detailed on Page 18 1.5 within 24 hours
      1. Cold weather/ winter tyres
      2. All season tyres
      3. Agricultural tyres
      4. Re-treaded tyres
      5. Off Road tyres
   6. Tyre Preferences

**Light Commercial**

Steer – Mid range - New – Remove @ 3mm

Drive – Remoulds – Remove @ 3mm – Twinning (where applicable) above 5mm difference

**HGV**

Front Steer–Remoulds with kerbing bands – Remove @ 3mm (To be Confirmed)

Drive/ secondary steer – Remould with Kerbing band – Remove @ 3mm – Twinning above 5mm difference

**HGV Re-grooving (@ 3 – 4mm of original tread remaining)**

Steer – Yes

2nd Steer/ Mid Lift – No

Drive – Yes

1. **SERVICE REQUIREMENTS**
   1. It will be successful supplier(s) responsibility to ensure that all vehicles serviced under this contract remain legally compliant and safe to operate at all times
   2. The Service is required 24 hours per day 365 days per year, including roadside assistance.
   3. The Supplier will not charge additional fees due to the location of the services within Cheshire East, High Peak and Staffordshire Moorlands Borough Councils.
   4. Where a service is required outside of these locations, additional costs may be agreed on a case by case basis.
   5. The supplier will appoint a dedicated contract manager with contact details, details of additional support available with contact details must also be provided.
   6. Monthly fleet inspections to be carried out and reported upon as part of MI reporting, ad-hoc checks should be carried out by fitters when on site to ensure all vehicles are checked on a monthly basis as a minimum. The following checks should be carried out as a minimum requirement:
      1. Tyre condition
      2. Wheel Nut condition & Security
      3. Tread Checks
      4. Wheel condition checks
   7. Tyre valve extensions must be fitted and or replaced as required on all twin wheel vehicles.
   8. Locking wheel nut adaptors are to be returned to the driver/ vehicle
   9. Where tyres are fitted with pressure monitoring system on the vehicle, this must be reset and functioning correctly before signing the job as complete.
   10. Non-policy tyres (See 3.6) are not to be fitted without prior authorisation from named personnel – TBC /David Barker - Ansa or David Kearton/ Andy Capulet-Buxton– AES.
   11. Tyre valves are to be repaired or replaced where necessary under this contract. Replacement valves will conform to the original tyre specification.
   12. The supplier(s) must ensure that all tyres are correctly inflated to manufacturer specification after repair, fitment or inspection.
   13. The following services will be provided as required under this contract at depot locations or roadside locations as instructed:
       1. Supply and fit of tyres, tubes and ancillaries by mobile fitters
       2. Emergency call outs
       3. Tyre repairs including punctures
       4. Wheel Valves
       5. Wheel balance
       6. Tracking adjustment and calibration
       7. Wheel and axle alignment checks
       8. Turn on rim to minimise abnormal wear
       9. Twinning
       10. Re-torques
       11. High pressure valve caps
       12. Valve extensions
       13. Re-tread/ Re-groove
       14. Tubes
       15. Disposal of scrap casings as permitted under the environmental protection act.
       16. Disposal of all tyre related scrap FOC
   14. Re-grooved tyres should be twinned wherever possible
   15. Supplier fitters are to be trained to the highest standard and work to best industry practices, applying all due care, skill and diligence and must comply with current regulations concerning tyre repair procedures. The Road Vehicles (Construction and Use) Regulations 1986 and the Motor Vehicles Tyres (Safety) Regulations1994 amended 2003.
   16. Should any tyre or tube supplied under the contract prove defective due to a possible fault in manufacture the Supplier shall collect the tyre or tube and return it to the manufacturer for a report to be prepared and subsequently submitted to the Ansa. All claims must be progressed by the Supplier and any subsequent credits passed on to the Ansa.
   17. Any tyres removed must have photographic evidence of the reason for removal presented with invoices for approval. Tyres or tubes removed must be retained for 1 week from date of removal for inspection purposes. Tyre suppliers must endeavour to repair tyres wherever possible for both Cost and Environmental purposes. Tyres should only ever be removed where irrepairable.
   18. In the event that an incorrect tyre (Size, Type (inc tread pattern), Manufacturer, Speed rating) is fitted, it will be replaced within 3 hours of notification.
   19. Mobile support vehicles are to be fully equipped to support a contract of this scope.
   20. In the event of any failures during the lifetime of the contract, the supplier shall put forward a written improvement plan detailing the causes of the failure and the mean of ensuring the failure is not repeated.
   21. The supplier(s) shall remove all tyre related waste from Ansa sites FOC in lieu of providing casing credits.
   22. It should be noted that the current Ansa fleet is largely hired. During 2020 to 2023 the hire fleet will be replaced with new owned vehicles which will increase expenditure for this contract but is an unknown quantity at present.
   23. The successful supplier should note that the tyre makes and models selected by the supplier in response to Question 5 Page 31 of the quality response section of the ITT and Schedule 5a/ 5b of he pricing schedule will be expected to be adhered to throughout the life of the contract unless amended by agreement of both parties, further, the prices submitted for the tyres listed will be the maximum Ansa will pay (but will be subject to agreed increases such as annual CPI). No alternative tyre to be fitted other than that listed in response to Q5 of the quality section of the ITT without prior agreement. In all instances of any alternative tyre being fitted the reason must be advised through monthly MI reports.
   24. Any damage to vehicles, wheels or tyres caused by the supplier or his representatives will be recharged at a labour rate of £46 per hour plus parts cost at cost + 10%.
2. **CALL OUTS**
   1. The supplier must provide an in-house dedicated telephone number which provides a 24 hours per day 365 day per annum service for breakdown calls covering but not limited to locations throughout Cheshire East, High Peak and Staffordshire Moorlands Councils areas of operation.
   2. Following receipt of instruction the supplier must attend a call out location within 90 minutes of the initial call, including out of hours, 24 hours, 365 days per year.
      1. Note attendances outside of the 90 minute attendance requirement will be recorded for contract review and improvement planning at contract reviews. Over 5 per month will require detailed explanation of reasons and improvement plan to prevent repeat failures.
      2. Further a penalty charge will be applied for any time in excess of the required attendance time stated above:
         1. 105 – 120 minutes after initial call - £25 penalty for each instance.
         2. Over 120 minutes after initial call - £40 per hour or any part thereof for each instance.

5.2.2 Where attendance to a call out exceeds 90 minutes from initial call, clause 5.2.1 and 5.2.2 will be applied and Ansa has the right to arrange a third party to attend, any additional costs incurred will be rechargeable to the supplier (successful bidder(s)).

* 1. Vulnerable persons and lone female drivers must be prioritised.
  2. Cover must be provided for journeys outside of council boundaries.
  3. All call outs must be attended with the correct size replacement tyre to ensure that downtime is limited. All call outs are to be completed within 2 hours of the initial call.
  4. In the event that a repair or replacement cannot be carried out at the call out location then the Supplier will provide onward transport of loads/ passengers to an agreed location. The onward journey to start within 2 hours of attendance to the call.
  5. All call out must be evidenced with a job card signed by the relevant vehicle driver or Ansa supervisor and must be supplied within 5 days of job completion. Job cards must record:
     1. Time of initial call
     2. Time of attendance
     3. Vehicle Registration number/ Machine number
     4. Vehicle type
     5. Vehicle Mileage/ Hours covered
     6. Driver/ Operator name
     7. Repair type and details of repair or reason for replacement
     8. Position of tyre repaired or replaced
     9. Tyre size if replaced
     10. Tyre manufacturer
     11. Tyre tread depth
     12. Parts and consumables used
     13. Time completed
     14. Invoices raised should also provide the above information with the job card number

1. **WORKING HOURS** 
   1. For the purpose of this contract Ansa working hours are as specified below:
      1. Monday to Friday 6am to 6pm
      2. Saturday, Sunday & Bank Holidays 6am to 1pm
   2. The following public holidays will be regarded as outside of normal working days:

* Christmas day
* Boxing day
* New years day
* Easter Monday
* May day
* Spring bank holiday Monday
* Summer bank holiday Monday

1. **TYRE REMOVAL AND DISPOSAL**
   1. Removed tyres will be disposed of by the Supplier(s) at their own cost
   2. Scrap tyres/ tubes and all other tyre related scrap must be removed from Ansa depots to prevent build up of scrap on-site
   3. The Contractor must provide documented evidence that disposals are carried out in accordance with current legislation and industry best practice in relation to waste minimisation and recycling.
2. **WHEEL RE-TORQUES**
   1. Please note that all new tyre prices must include a re-torque after 30 minutes and have the re-torque register completed.
   2. The Provider shall adopt the wheel nut torque and re-torque policy as per the manufacturer’s recommendation for all vehicles and plant items at all times. This shall include the use of red and yellow nut indicators where required and be recorded/ documented.
   3. Any wheel nuts removed must be torqued to the required setting provided by the manufacture, using a calibrated wheel nut torque wrench. The vehicle must then be re-torqued after 30 minutes by the supplier. A record must be kept, a re-torque label issued and the re-torque register completed **.**
3. **WHEEL STORE**
   1. Built up wheels. Tyres for Refuse Collection Vehicles must be held at parking locations in Middlewich, Leek and Buxton. Rims to be provided by Ansa/ AES tyres provided and fitted by the supplier and held as imprest stocks, charged only once fitted.
   2. Wheel stock is the responsibility of the Contractor.
4. **KEY PERFORMANCE INDICATORS & MANAGEMENT INFORMTION**
   1. Ansa consider the receipt of scheduled regular management information as key to ensuring that this contract provides the cost and operation efficiencies required and that the same are evidenced to ensure continuous improvements are sought and achieved.
   2. The successful Supplier(s) would be expected to assist Ansa through the term of the contract to identify areas of improvement and assist in reducing costs, again quality management information and setting targeted Key Performance indicators are seen as a means of achieving Ansa’ aims.
   3. Examples of management information sought on which KPI,s could be based could include the following which would be sought monthly and cumulatively:
      1. Vehicle report detailing spend and reasons for repair/ replacement and the usage in days achieved from the removed tyre.
      2. Report of vehicle inspections by site detailing vehicles checked, faults found, itemising those which are legally non-compliant
      3. Record of jobs carried out detailing receipt of call, attendance time, details of repair or replacement, parts and labour costs, etc.
      4. Wheel store stocks
      5. Re-torques completed
      6. Damage reports, reason for repair/ replacement identifying vehicle and driver
      7. Alternative/ Non policy tyres fitted, date, location, reason and detail of approver where applicable
      8. Separate reports identifying any trends or problem vehicles
      9. Emergency Call outs date, time, location, vehicle
5. **PAYMENT AND INVOICES** 
   1. Payment of invoices will be made following the completion of works to a satisfactory level. Payment for part services or part orders will not be made. The supplier is expected to provide one (1) single invoice for the goods supplied [and/or] services completed.
   2. Ansa and AES will require separate billing accounts for bidders bidding for both lots.
   3. Invoices will be paid within 30 days of an undisputed invoice being received. Ansa reserve the right to dispute an invoice within 5 working days of receipt of invoice.
   4. In the event of an invoice dispute, Ansa and the supplier will seek a suitable resolution on a case by case basis. The supplier shall not withhold any services due to disputed invoices.
   5. When providing the quote for projects on a case by case basis, the costs must adhere to those included within this tender response.
6. **SUBCONTRACTORS**
   1. If a provider opts to utilise sub-contractors, Ansa will require that these are named in the response along with locations, distances from Ansa locations detailed and resources to support this contract. The supplier must be able to demonstrate that they have a good working relationship with the subcontractor and together have delivered similar projects. The supplier must evidence that any sub-contractors used will be carefully monitored and managed.
   2. The subcontractors will be wholly managed by the supplier, adhering to this contract and their tender response, including items such as quality standards and relevant legislation.
   3. Further information of subcontractors used shall be outlined by the supplier within the Suitability Assessment Questionnaire section H of the Response Document.
   4. All subcontractors which are used by the supplier, not outlined within the Suitability Assessment Questionnaire will be identified to Ansa within 1 business day following their appointment, Ansa reserve the right to reject the use of subcontractors which have not been pre-agreed between Ansa and the supplier.
   5. Ansa reserves the right to terminate the contract in the event that suppliers’ subcontractors are not providing the services in line with this contract and the suppliers ITT response. Ansa will not unreasonably withhold the right for any supplier to use a subcontractor.
   6. The supplier will ensure that they are using subcontractors in line with all relevant legislation including but not limiting to the following:
      1. EU General Data Protection Regulations (GDPR);
      2. UK Governments National Minimum Wage (NMW) and National Living Wage (NLW);
      3. Modern Slavery Act 2015;
      4. Equality Act 2010; and
      5. The Human Rights Act 1988
   7. Ansa may from time to time require a review procedure of all subcontractors used.  Subcontractors must provide the supplier with suitable assurance that they adhere to relevant legislation. Ansa may from time to time request evidence of this assurance; the supplier shall provide such evidence within 2 business days of the request being submitted.
   8. The supplier will ensure that they are using high quality, value for money subcontractors as appropriate.
7. **CONTRACT COMPLIANCE**
   1. The successful supplier will comply with all aspects of this Specification and response to the ITT at all times during the Contract.
   2. This specification, ITT documents and subsequent Purchase Orders, form the Contract.
   3. The Supplier must provide the Goods and/or perform the Services in accordance with all relevant legislation necessary consents and good industry practice.
   4. Throughout the duration of the initial term and any enacted extension term, the supplier will notify any changes in legislation to the supplier.
   5. Where the supplier’s employees will be working alone, the supplier shall provide Ansa with lone working policies, risk assessments and their processes to ensure the safety of their employees for each project.
   6. This contract is non exclusive.

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

**The Standard**

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

**Contract Conditions**

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

**Strengths**

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

**Targets**

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

**Benefits**

*Service provider:*

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

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

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

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

**Assessment Guidelines**

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

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

**Levels of Standards**

**Less than 5 Employees – Written Assurance**

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

**Level 1:**

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

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

**Level 2:**

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

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

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

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

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

# APPENDIX THREE – CONDITIONS OF CONTRACT

**ANSA ENVIRONMENTAL SERVICES LTD**

**STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF SERVICES TO ANSA**

**PLEASE NOTE – THESE TERMS AND CONDITIONS SHALL APPLY TO ALL ORDERS FOR SERVICES PLACED BY ANSA WHETHER VIA PURCHASE ORDER OR FOLLOWING A REQUEST FOR QUOTATION.**

**1. INTERPRETATION**

1.1 **Definitions**. In these Conditions, the following definitions apply:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 14.7.

**Contract:** the contract between Ansa and the Supplier for the supply of Services subject to these Conditions.

**Ansa:** Ansa Environmental Services Ltd. Whose registered premises is at Cledford Lane, Middlewich, Cheshire, CW10 0JR. (registered company number 10760856)

**Ansa Materials:** has the meaning set out in clause 3.3.9.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, company programs, data, specifications and reports (including any drafts of the same).

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Losses:** has the meaning given to it in clause 8.1.

**Order:** Ansa's order for the supply of Services, as set out in Ansa's purchase order form.

**Services:** the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification, Purchase Order and/ or Contract (as applicable).

**Service Specification:** the description or specification for the Services agreed in writing by Ansa and the Supplier.

**Supplier:** the person or firm from whom Ansa purchases the Services.

1.2 **Construction**. In these Conditions, the following rules apply:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to **writing** or **written** includes letters and emails.

**2 BASIS OF CONTRACT**

2.1 The Order constitutes an offer by Ansa to purchase Services from the Supplier subject to these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

2.2.1 the Supplier issuing written acceptance of the Order; or

2.2.2 any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, including but not limited to any terms or conditions contained in any delivery note or similar document.

2.4 The Supplier agrees that any attempt to incorporate, or the incorporation of, any other terms and conditions into any Contract between Ansa and the Supplier shall be a material breach of these Conditions.

2.5 The Supplier warrants that it is authorised to enter into this Contract and that it is in possession of, and shall remain in possession of for the duration of the Contract, any permits, licences, or consents required to perform its obligations under the Contract.

**3 SUPPLY OF SERVICES**

3.1 The Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to Ansa in accordance with the terms of the Contract.

3.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by Ansa.

3.3 In providing the Services, the Supplier warrants that it shall:

3.3.1 co-operate with Ansa in all matters relating to the Services, and comply with all reasonable instructions provided by Ansa;

3.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

3.3.3 ensure that the Services are provided by competent personnel who are suitably skilled, trained and experienced to perform the Services, in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract,.

3.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification or Order, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Ansa;

3.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

3.3.6 use the best quality goods, materials, tools, vehicles, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Ansa, will be free from defects in workmanship, installation and design;

3.3.7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

3.3.8 observe and adhere to all health and safety rules, regulations and instructions and any other security requirements that apply at any of Ansa's premises as directed by Ansa staff or its nominated contractor;

3.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by Ansa to the Supplier (**Ansa Materials**) in safe custody at its own risk, maintain Ansa Materials in good condition until returned to Ansa, and not dispose or use Ansa Materials other than in accordance with Ansa's written instructions or authorisation; and

3.3.10 not do or omit to do anything which may cause Ansa to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.

3.4 The Supplier warrants that the Scope of the Services is within its expertise and usual business, and the Supplier acknowledges that Ansa will rely or act on the Services and its expertise.

3.5 The approval by Ansa of any designs or Service Specification provided by the Supplier shall not relieve the Supplier of its obligations under any provisions contained in this Condition 3.

3.6 The Services shall be performed at the place specified by Ansa in the Order, or as otherwise notified by Ansa.

3.7 If the provision of the Services by the Supplier fails to comply with this Condition 3, Ansa shall be entitled to avail itself of any one or more of the remedies set out in Condition 5.

**4 NOT USED**

**5 ANSA REMEDIES**

5.1 If the Supplier breaches any provision of this Contract Ansa shall, without limiting its other rights or remedies, be entitled to avail itself of any one or more of the following rights:

5.1.1 to terminate the Contract with immediate effect by giving notice to the Supplier;

5.1.2 to refuse to accept any subsequent performance of the Services;

5.1.3 to recover from the Supplier any costs incurred by Ansa in obtaining substitute services from a third party, and recover any additional internal costs incurred.;

5.1.4 where Ansa has paid in advance for Services which have not been provided by the Supplier, to have such sums refunded by the Supplier; and

5.1.5 to claim damages for any additional costs, loss or expenses incurred by Ansa which are in any way attributable to the Supplier's breach of Contract.

5.2 If the provision of the Services by the Supplier’s personnel does not comply with the Order or any term of this Contract, Ansa reserves the right to remove the personnel and the Supplier shall provide alternative personnel at the Supplier’s cost.

5.3 Ansa's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

**6 CHARGES AND PAYMENT**

6.1 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Ansa, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services (including for the avoidance of doubt ay transport, accommodation or other expenses).

6.2 The Supplier shall invoice Ansa no later than 10 business days following the date of Ansa’s notice to the Supplier confirming that the Services are complete. Each invoice shall include such supporting information required by Ansa to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

6.3 In consideration of the performance of the Services by the Supplier, Ansa shall pay the invoiced amounts within 30 days of the date of a valid and undisputed invoice rendered in accordance with these Conditions to a bank account nominated in writing by the Supplier.

6.4 All amounts payable by Ansa under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Ansa, Ansa shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable at the same time as payment is due for the provision of the Services.

6.5 If a party fails to make any undisputed payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the base lending rate of the Bank of England from time to time. Ansa and the Supplier agree that this clause provides each of them with a substantial remedy in respect of any late payment of sums due for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.

6.6 Ansa may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Ansa against any liability of Ansa to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

6.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Ansa to inspect such records upon request at all reasonable times.

6.8 Time for payment shall not be of the essence even where notice to the contrary is served.

**7 INTELLECTUAL PROPERTY RIGHTS**

7.1 In respect of any goods that are transferred to Ansa as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full, clear and unencumbered title to all such items and that at the date of delivery of such items to Ansa, it will have full and unrestricted rights to sell and transfer all such items to Ansa.

7.2 The Supplier assigns to Ansa, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Services, including for the avoidance of doubt the Deliverables.

7.3 The Supplier shall, promptly at Ansa’s request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Ansa may from time to time require for the purpose of securing for Ansa the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Ansa in accordance with clause 7.2.

7.4 All Ansa Materials are the exclusive property of Ansa.

**8 INDEMNITY AND LIABILITY**

8.1 The Supplier shall keep Ansa indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered, incurred, or paid by, or awarded against, Ansa (**Losses**) as a result of or in connection with:

8.1.1 any claim made against Ansa for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

8.1.2 any claim made against Ansa by a third party for:

8.1.2.1 death or personal injury; or

8.1.2.2 loss of or damage to property (including third party actions, claims and/or demands including costs, charges and expenses brought against Ansa arising as a result thereof), which may arise out of the performance or non-performance by the Supplier of its obligations under this Contract, or the presence on Ansa’s property of the Supplier or any sub-contractor; and

8.1.3 any claim made against Ansa by a third party arising out of or in connection with the supply or performance of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

8.2 Notwithstanding any provision of clause 8.1, the Supplier shall not be responsible or be obliged to indemnify Ansa for:

8.2.1 any matter referred to in clause 8.1 that arises as a direct result of the Supplier acting on a notice issued by Ansa or acting on the express instructions of Ansa; or

8.2.2 any injury, loss, damage, cost and expense caused by the negligence or wilful misconduct of Ansa or by the breach by Ansa of its obligations under this Contract.

8.3 Ansa’s liability howsoever arising (including without limitation breach of contract, tort (including negligence), or breach of statute) shall be limited to the total invoices paid to the Supplier by Ansa in relation to the Contract the calendar year prior to the relevant breach occurring. Ansa shall not be liable for loss of profit, loss of revenue, loss of goodwill, or loss of opportunity, whether or not such losses are reasonably foreseeable.

8.4 Nothing in this Contract shall exclude or limit either party’s liability for personal injury or death caused by its negligence, fraudulent misrepresentation, or any other loss to the extent that such loss cannot be excluded or limited by law.

8.5 This clause 8 shall survive termination of the Contract.

**9 INSURANCE**

During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company: product liability insurance to a value of not less than £5 million; public liability insurance to a value of not less than £10 million; employers liability insurance to a value of not less than £1 million; and professional indemnity insurance to a value of not less than £1 million, as necessary to cover the risks and or liabilities that may arise under or in connection with the Contract, and shall, on Ansa's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

**10 CONFIDENTIALITY**

10.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its customers, products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

10.2 Ansa is subject to the Freedom of Information Act 2000 (the FOIA) and the Environmental Information Regulations 2004 and as such may be required to disclose information forming part of the agreement to anyone who makes a legitimate request. Ansa has absolute discretion to determine how to respond to a request, including the application of any potential exemptions.

10.3 The Supplier shall assist and cooperate with Ansa (at the Supplier’s expense) to enable Ansa to comply with any information disclosure requirements, and in so doing will observe any timescales notified to it by Ansa.

10.4 This clause 10 shall survive termination of the Contract for a period of three (3) years.

**11 TERMINATION**

11.1 Without limiting its other rights or remedies, Ansa may terminate the Contract in whole or in part at any time before performance of the Services by giving the Supplier 14 days’ notice, whereupon the Supplier shall discontinue all work undertaken pursuant to the Contract. Ansa shall pay the Supplier fair and reasonable compensation for any work in progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

11.2 Without limiting its other rights or remedies, Ansa may terminate the Contract with immediate effect by giving notice to the Supplier if:

11.2.1 the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of receipt of notice in writing to do so;

11.2.2 the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

11.2.3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

11.2.4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

11.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

11.2.6 the Supplier (being an individual) is the subject of a bankruptcy petition or order;

11.2.7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

11.2.8 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);

11.2.9 the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

11.2.10 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

11.2.11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2.1 to clause 11.2.10 (inclusive);

11.2.12 the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business;

11.2.13 the other party's financial position deteriorates to such an extent that in the Supplier's opinion Ansa's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

11.2.14 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

11.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

11.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

**12 CONSEQUENCES OF TERMINATION**

On termination of the Contract for any reason, the Supplier shall immediately deliver to Ansa all Deliverables (whether or not then complete) and return all Ansa Materials. If the Supplier fails to do so, then Ansa may enter the Supplier’s premises and take possession of them. Until they have been returned or delivered the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

**13 FORCE MAJEURE**

13.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from events, circumstances or causes beyond its reasonable control including acts of God, governmental actions, war, national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion or flood (**a Force Majeure Event**).

13.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

13.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than seven Business Days, Ansa may terminate the Contract immediately by giving notice to the Supplier.

**14 GENERAL**

14.1 **Assignment and other dealings.**

14.1.1 Ansa may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

14.1.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Ansa, such consent not to be unreasonably withheld or delayed, and subject always to the provisions of this clause 14.

14.1.3 The Supplier shall perform its obligations under, and observe all the terms of, any sub-contract with a subcontractor permitted to be entered into pursuant to clause 14.1.2.

14.1.4 Nothing in this Contract shall prohibit or prevent any subcontractor employed by the Supplier from being employed by Ansa at any establishments of Ansa.

14.1.5 In the event that the Supplier enters into any sub-contract in connection with this Contract, it shall impose obligations on its subcontractors in the same terms as those imposed on it under this Contract and shall use all reasonable endeavours to procure that the subcontractor complies with such terms. The Supplier shall indemnify and keep Ansa indemnified in full against all Losses incurred by Ansa as a result of or in connection with any failure on the part of the Supplier to comply with this clause 14 and/or a subcontractor’s failure to comply with such terms.

14.2 **Notices.**

14.2.1 Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail.

14.2.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

14.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

14.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

14.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed by both parties in writing and signed on their behalf by their respective duly authorised representative.

14.8 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

14.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

14.10 **Disputes.** If any difference shall arise between Ansa and the Supplier as to the interpretation or operation of these Conditions as to the rights, duties, obligations or liabilities of either party hereto which cannot be resolved amicably between the parties within a reasonable time then Ansa shall refer the dispute to senior members of staff. During this time neither party will resort to litigation. If the dispute is not resolved in that way within two months then either party may exercise any remedy it may have.

14.11 **Publicity.** The Supplier shall not without the written permission of Ansa advertise or disclose to any third party that it is providing the Services to Ansa.

14.12 **Prevention of Bribery.** Ansa may terminate the Contract and recover all of its loss if the Supplier, its employees or anyone acting on the Supplier’s behalf do any of the following:

14.12.1 directly or indirectly offer, give, agree to give anyone, or accept from anyone any inducement or reward in respect of this or any other Ansa contract; or

12.12.2 commit any offence under the Bribery Act 2010; or

12.12.3 commit or attempt to commit any fraud in connection with this or any other Ansa contract whether alone or in conjunction with member or employees of Ansa.

14.13 **Transparency.** The parties acknowledge that save for any information which is exempt from disclosure in accordance with the provisions of the FOIA then the Contract is not confidential information, Ansa shall be responsible for determining in its absolute discretion whether any part of the Contract is exempt from disclosure in accordance with the Act. Notwithstanding any other term of the Contract the Supplier hereby gives its consent for Ansa to publish the Contract in its entirety to the general public in whatever form Ansa decides.

14.14 **Conflicts of Interest**

14.14.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any of its staff, employees or officers is placed in a position where, in the reasonable opinion of Ansa, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to Ansa under the provisions of the Contract. The Supplier will disclose to Ansa full particulars of any such conflict of interest which may arise.

14.14.2 Prior to the commencement of the Services, if the Supplier is engaged as a consultant or interim manager, the Supplier shall use its best endeavours to disclose any actual or potential financial, non-financial, personal or professional interest in any organisation, company or other body that is or has potentially, currently and/or previously had dealings with Ansa, where such interest may and/or could result in a conflict with the interests of Ansa.

14.14.3 Ansa reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of Ansa, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to Ansa under the provisions of the Contract.