

**OPEN PROCEDURE GUIDANCE DOCUMENT**

**INVITATION TO TENDER (ITT)**

 **CONTRACT FOR THE TRANSPORT AND TREATMENT OF STREET CLEANING RESIDUE**

**PERIOD: 1 MARCH 2023 UNTIL 28 FEBRUARY 2026**

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

**THE CHEST REFERENCE: ???????**

**FIND-A-TENDER REFERENCE: XXX**

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Version: 1

**ANSA Environmental Services Ltd**

**INVITATION TO TENDER FOR THE TRANSPORT AND TREATMENT OF STREET CLEANING RESIDUE**

**SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

|  |  |
| --- | --- |
| **ITEM** | **CONTRACT DETAILS** |
| **Find-a-Tender Reference:** | [TBC](https://www.the-chest.org.uk/procontract/cheast_contract.nsf/frm_contract_synopsis?openForm&contract_id=CONTRACT-9NFG-9GXVK0&from=&login) |
| **Contract Description:** | Transport and Treatment of Street Cleaning Residue. |
| **Quantity:** | Ansa estimates that there will be a requirement for approximately 5,000 tonnes of Street Cleaning Residue per annum to be transported and treated.Ansa offers this figure in good faith and cannot guarantee maximum or minimum volumes of street cleaning residue to be treated. |
| **Period of Contract:** | 1 March 2023 until 28 February 2026 (with the option to extend for up to an additional two (2) years). |
| **Estimated Contract Value (including options to extend)** | Approximately £1,300,000This is an estimated contract value based on the maximum length of the Contract (5 years).The Contract value is provided in good faith. Ansa offers no assurances regarding the actual Contract value. |
| **Procuring Officer:** | Anthony Murray |
| **Queries or Clarifications:** | Any queries or requests for clarification must be directed via the CHEST at [www.the-chest.org.uk](http://www.the-chest.org.uk) using the Q&A discussions area, and received before noon on 20th January 2023 . Ansa cannot guarantee that questions received after this date will be answered.  |
| **Submission instructions:** | All documents must be returned via the CHEST at [www.the-chest.org.uk](http://www.thechest.nwce.gov.uk), and must be compatible with Microsoft Office or Acrobat/PDF formats. |
| **Tenders to be sent to:** | E-TENDERING ONLY ([www.the-chest.org.uk](http://www.thechest.nwce.gov.uk)) - Tenderers must not submit Tenders by postal methods or return a Tender via e-mail to Ansa.Tenderers must submit Tenders by uploading your submission and supporting documentation via the e-tendering portal by 12.00 noon on **27th January 2023**.If you have any technical problems with ‘The Chest’ please contact the helpdesk on: Email: nwsupport@due-north.com Telephone: +44 8452930459 |
| **Date/time for Tender return:** | 12.00 noon on **27th January 2023**. |

**TIMETABLE**

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

| **Stage** | **Date(s)/time** |
| --- | --- |
| Issue Find-A-Tender Notice | **23rd December 2022** |
| Issue of Invitation to Tender | **23rd December 2022** |
| Deadline for queries and clarifications relating to Invitations to Tender | **20th January 2023** |
| Submission of Tenders | **27th January 2023** |
| Evaluation of Tenders | **30th January to 2nd February 2023** |
| Notification of result of evaluation | **3rd February 2023** |
| Standstill Period Ends | **13th February 2023** |
| Expected date of award of Contract(s) | **14th February 2023** |
| Contract commencement | **1st March 2023** |

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**IMPORTANT NOTICE**

This Invitation to Tender (“ITT”) is issued to those who have expressed an interest to tender (“Tenderers”) to Ansa Environmental Services Ltd (“Ansa”) to provide **Transport and Treatment of Street Cleaning Residue**(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 Tenderer 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 tendering 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.

1. **BACKGROUND**
	1. Further details of Ansa’s needs under the Contract and other relevant information are provided in the Specification at **Schedule A.**
	2. If you have any questions or require any clarifications, please direct these via ‘the chest’.
	3. Other than the team members allocated to the contract no Ansa employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
	4. Please note that Ansa’s responses to any queries or clarification requests may, at Ansa’s discretion, be circulated to all Tenderers.
	5. Ansa reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
	6. Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
	7. Under the Contract Ansa will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
	8. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
2. **TENDER** **SUBMISSION REQUIREMENT**
	1. The closing date and time for receipt of the ITT is **12 Noon on 27th January 2023.**
	2. Tenders must be written in the English language.
	3. Tenders must provide responses referring back to the numbering format as set out in the response document.
	4. Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
	5. 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.
	6. No submission received after this closing date and time will be considered other than where there are exceptional circumstances which may be considered by the Borough Solicitor in his/her sole discretion. Please note that submissions which are partly through being uploaded at the closing time will be considered to have not been received.
	7. Where several documents are to be enclosed, preference would be for these to be ‘zipped’ as one file and attached to the portal. Please do not send any additional company literature/brochures if these have not been requested
	8. Ansa reserves the right to reject or disqualify a Tenderers submission where documents are completed incorrectly, are incomplete or fail to meet Ansa’s submission requirements which are detailed in this document.
	9. Ansa reserves the right to reject or disqualify a Tenderers submission if in the opinion of Ansa the Tenderer is guilty of misrepresentation in relation to its submission and/or the Selection or Award stages.
	10. Errors in Tenders: The tenderer 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
	11. If 2.10 is not applicable, and pursuant to 2.12, the tender will be amended to correct the genuine error(s), no other adjustment, revision or qualification is permitted.
	12. 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.
	13. The ITT must provide all of the information requested in the specified format and be completed in full and signed where indicated. In particular, the Form of Tender and the Certificate of Non-Collusion and Non-Canvassing must be signed by an authorised signatory.
	14. 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.
	15. Unless otherwise instructed, delivery of the ITT submission by hand, fax, e-mail, post will not be considered.
	16. The Tender (including price) should remain valid for a minimum period of 90 days.
	17. The Tender must not be qualified in any way.
	18. Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
	19. Your full registered business/name and main office address must also be provided on all documents.
	20. In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance or further information to be able to use the e-tendering process they must contact the Procuring Officer no later than 4 calendar days before the submission date for the Tender to enable any technical queries to be investigated and resolved.
3. **CONTRACT DOCUMENTS**
	1. Any resulting Contract will consist of the Contract Terms (Schedule B) (to be completed) and 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 contract 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. The successful tenderer will be required to execute a formal Agreement in the form of the Conditions of Contract outlined in Schedule B.
	6. Please note that no work must be commenced by the successful tenderer and no payment can be made until the contractual terms and conditions are signed by both parties.
4. **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:
		2. 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.
		3. 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.
5. **TENDER EVALUATION – BUSINESS QUESTIONNAIRE**
	1. The evaluation will be based upon two stages, qualifying and award; only those tenders that meet the qualifying criteria within the Business Questionnaire 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 tenderers to the Business Questionnaire section of this tender document. These qualifying criteria are essentially the minimum standards which Tenderers must meet or exceed. They address the Tenderer’s capacity to perform the contract, i.e. the minimum requirements for professional, technical and financial capacity.
	3. Those Tenderers 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 either ‘Pass’ or ‘Fail’.

**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 1** Form of Tender | This question is based on pass and fail. To accept formally by form or tender | No Acceptance /Signature of Schedule 1 |
| **Schedule 2**Certificate of Non-Collusion and Non-Canvassing | This question is based on pass and fail. To accept formally by confirming non collusion and canvassing. | No Acceptance /Signature of Schedule 2 |
| **Schedule 3**Suitability Assessment Questionnaire | The questions in Schedule 4 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 questionsA ‘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. | Incomplete / missing information. |
| **Section 2**Mandatory Exclusion Grounds | This section is 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 and Professional Ability | This section will be evaluated on a pass/fail and scored basis.Scored questions within this section carry a weighting of 60% of the total Suitability Assessment Questionnaire scoring.This section requires information of your technical and professional ability to perform the requirements outlined within the Specification.This section will be evaluated on both a scored and pass / fail basis.Scored questions will be evaluated in accordance with the scoring methodology outlined at 7.2.4. Should the supplier achieve 50% or under for all scored questions within the section, they will receive a fail for this section. Where suppliers have achieved over 50% they will receive a Pass.Suppliers failing any section within Business Questionnaire will be deemed to have failed and will not be evaluated further. | Incomplete information, unsatisfactory references and / or no suitable explanation of missing information and / or achieving a score of less than 50% for all scored questions within this section. |
| **Section 6**Compliance with Equality Legislation | 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**Drug & Alcohol Policy | This question requires the supplier to advise their commitment to the Drug and Alcohol Policy and confirmation that the policy will be passed on to any employees within the workplace. | Failure to agree to policy |
| **Section 8**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 9**Social Values | This section will be evaluated on a pass/fail and scored basis.Scored questions within this section carry a weighting of 20% of the total Suitability Assessment Questionnaire scoring.The supplier is required to outline the organisation’s social values including but not limiting to: Environmental Safety, Modern Slavery and Corporate Social Responsibility.Scored questions will be evaluated in accordance with the scoring methodology outlined at 7.2.4. Should the supplier achieve 50% or under for all scored questions within the section, they will receive a fail for this section. Where suppliers have achieved over 50% they will receive a Pass.Suppliers failing any section within Business Questionnaire will be deemed to have failed and will not be evaluated further. | Incomplete information and/or unsatisfactory provisions for the organisations Social Values and/or did not achieve the required pass mark. |
| **Section 10**Environmental Sustainability | This question requires the supplier to advise of their commitment to sustainable environmental practices.This section will be evaluated on a pass/fail and scored basis.Scored questions within this section carry a weighting of 20% of the total Suitability Assessment Questionnaire scoring.This section will be scored using the scoring method in 7.2.4. Should the supplier achieve 50% or under, they will receive a fail for this section. Where suppliers have achieved over 50% they will receive a Pass.Suppliers failing any section within the suitability assessment Questionnaire will be deemed to have failed and will not be evaluated further. | Incomplete information and/or unsatisfactory environmental commitment and/or bidder has been prosecuted or served notice in the last 3 years and/or achieved fewer than 50% of the pass mark. |
| **Section 11**Health and Safety | These sections are to be evaluated on a pass/fail basis.This section requires information of your organisation’s approach to Health and Safety.Suppliers failing any section within the suitability assessment Questionnaire will be deemed to have failed and will not be evaluated further. | Incomplete information and/or unable to confirm the Health and Safety commitments  |
| **Section 12**Subcontracting | These sections are to be evaluated on a pass/fail basis.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 4**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 5**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 6**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 any Schedule, the tenderer’s submission will not progress with the tender evaluation
	2. Organisations must score over 50% for all scored questions within the SAQ Schedule 3. Scored questions have an individual weighting %.
	3. The tenderer’s response to the scored questions within Schedule 3 of the Suitability Assessment Questionnaire (Section 5, 6and 10 ) will be scored between 0 and 10 according to the pre-agreed scoring grid detailed in Section 7.
1. **TENDER EVALUATION - AWARD CRITERIA**
	1. Tenders will be evaluated to determine the most economically advantageous Tender taking into consideration the following award criteria:
* Price (60%)
* Quality (40%)
	1. Ansa does not undertake to accept the lowest price or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
	2. Where the pricing of a Tender is abnormally low Ansa reserves the right to reject the Tender in accordance with the requirements for further investigation under The Public Contracts Regulations 2015.
	3. Each Tender will be checked initially for compliance with all requirements of the ITT.
	4. Tenders will be evaluated against the award criteria set out below and further detailed in 6.6.

**Evaluation Matrix Table**

| Evaluation Matrix | Score weighting |
| --- | --- |
| Compliance with ITT process and of completeness of Information | pass / fail |
| Inclusion of a form of tender  | pass / fail |
| Inclusion of a signed certificate of Non-Canvassing and Non-Collusive tendering | pass / fail |
| Business Questionnaire | pass / fail |
| Inclusion of copies of all relevant licences, permits and planning permissions relating to treatment facility and treatment processes for treating street cleaning residue | Pass / fail |
| Qualitative evaluation |  | 40% |
| Method Statement Treatment |  | 20% |
| Contingency Arrangements |  | 5% |
| Method Statement Transport |  | 10% |
| Social Value |  | 5% |
| Financial evaluation |  | 60% |
| Pricing Schedule | 60% |
| Total score | 100% |

The tenderers response to each non-priced contract-specific question is scored between 0 and 10 according to the pre-agreed scoring grid.

For each question the actual score is divided by the maximum score allowed.

The Overall Percentage per question is then adjusted by the above division.

E.g. for Q1 (Method Statement), Overall Percentage weighting is 20%; max score allowed = 10; actual score given = 6, hence adjusted score = actual/max = 6/10 = 0.6 or 60%

Therefore, overall percentage weighting x adjusted score = 20 x 60% = 12%

* 1. **Qualitative evaluation /information required**

Qualitative tender information – For the ITT Award Criteria Questions see Schedule 5 of the Response Document.

* 1. **Pricing**
		1. Tenderers must complete the Pricing Schedule set out in **Schedule 4** of the Response Document to provide all of the obligations under the Contract.
		2. All Prices shall be stated in pounds sterling and exclusive of VAT
		3. The evaluated price will be the combined annual gate fee cost and annual transport costs.
		4. See Schedule 4 of the Response Document for details on the annual haulage fee being used in the evaluated price.
		5. The annual gate fee will be calculated using the Tenderer’s submitted gate fee. The annual transport costs will be calculated based on the number of road miles from Ansa’s Environmental Hub waste facility to the Tenderer’s Treatment Facility. Please see information provided in the Pricing Schedule for further details outlining how the evaluated price will be calculated.
		6. Tenderers must also indicate all other costs that will be associated with the contract e.g. rates, expenses etc. No claim for additional payment for items that have not been specified.
		7. Prices are to be fixed for the initial contract period.
		8. 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 = 60% 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 60 = 60%

 Company B = £1000.00/£2000.00 x 60 = 30%

 Company C = £1000.00/£3000.00 x 60 = 20%

1. **EVALUATION METHODOLOGY/SCORING STRUCTURE**

The scoring methodology below will be used for scored questions within the Business Questionnaire and the Qualitative Award Evaluation questions at **Schedule 5** - 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 |

**Contract Award:**

Once the quality and price scores have been added the contract will be awarded to the highest scoring tenderer.

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 20th January 2023.
		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).
		5. Queries received after the 20th January 2023, cannot be guaranteed a response.
	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 immediately available during the evaluation period of this submission.
		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- deadline submission clarification period. 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. Ansa may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.
	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. **POST-CONTRACT MONITORING**
	1. The successful Tenderer will be expected to collaborate with Ansa over the Contract Period to achieve continuous improvement in the quality and delivery of the Contract in accordance with Ansa’s obligations under Part I of The Local Government Act 1999. Tenderers are considered to have confirmed their willingness to participate in this activity in their Tender.
3. **NATIONAL FRAUD INITIATIVE**
	1. The Supplier should be aware that Ansa may take part in bi-annual National Fraud Initiative (NFI) exercises undertaken by the Audit Commission, or equivalent body.  This requires that Ansa provides 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.
4. **WHISTLEBLOWING POLICY**
	1. As Ansa, is a wholly owned company of Cheshire East Borough Council, the Supplier shall comply with Cheshire East 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.
	2. 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 either a fellow employee or a Council employee.
	3. 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.
5. **FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT**
	1. Ansa is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”)
	2. As part of Ansa’s obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
	3. If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties” together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
	4. Ansa will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However Ansa shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. Ansa must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
	5. Ansa will not be held liable for any loss or prejudice caused by the disclosure of information that:
	6. Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
	7. Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
	8. In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information

**Appendix 1**

**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 have 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 authorites:*

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.

**Ansa Environmental Services Ltd**

**Contract for the Transport and Treatment of Street Cleaning Residue**

**ITT SCHEDULE A**

**SPECIFICATION**

**(ATTACHED SEPARATELY)**

**Ansa Environmental Services Ltd**

**Contract for the Transport and Treatment of Street Cleaning Residue**

**ITT SCHEDULE B**

**CONDITIONS OF CONTRACT**

**(ATTACHED SEPARATELY)**