**Garden Waste Treatment Services**

Invitation to Tender

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# OVERVIEW

The words and expressions used in this Invitation to Tender **(ITT)** shall have the meanings set out in Schedule 1 (Definitions and Interpretation) of Volume 2 (Contract) unless otherwise defined herein.

The Council invites tenders for the provision of the Services in accordance with the terms of this ITT. The ITT is divided into 3 volumes:

**Volume 1** contains the instructions to tenderers and is divided into 2 parts:

* Part A provides an overview of the Services being procured and background to the Council’s existing waste services.
* Part B sets out the instructions for submitting a tender and contains a number of appendices, the majority of which tenderers need to return with their tender.

**Volume 2** contains the Contract to be entered into between the Council and the successful tenderer.

**Volume 3** sets out the Specification for the Services.

**THE STANDING ORDERS OF THE COUNCIL REQUIRE ALL TENDERS TO BE SUBMITTED IN ACCORDANCE WITH THE TERMS OF THIS ITT.**

**Garden Waste Treatment Services**

Volume 1 Part A – Overview

# PART A – OVERVIEW

* 1. In pursuance of the Council’s obligations as a waste collection and disposal authority the Council intends through a competitive tender to award one or more contracts for the provision of Treatment Services for Garden Waste.
	2. The Council may award more than one Contract where it demonstrates value for money to do so, and consideration will be given to the proximity principle and the environmental impact of tenders when awarding the Contract(s).
	3. It is planned that the Contract( will commence on 8 January 2021 (“**the Commencement Date**”) and continue for a Term of 1 years, with a right for the Council to extend the Term on one or more occasions up to 7 January 2023.
1. **WASTE SERVICES INFORMATION**
	1. The Council is a Unitary Authority covering an area of 220 square miles running from the outskirts of Bristol, south into the Mendips and east to the southern Cotswolds and Wiltshire border. The Council has a wide mix of urban and rural areas ranging from the City of Bath to small towns and country villages. It currently has a resident population of approximately 185,000 living in 84,000 households. The City of Bath has World Heritage Site status, which has implications when planning the provision of waste services. Over half the population Bath and North East Somerset live in Bath.
	2. The Council offers a comprehensive kerbside waste and recycling collection service to residents. It has three Recycling Centres for residents to bring bulkier household waste for disposal and one commercial transfer station. Full details of the Council’s waste services can be found here – [www.bathnes.gov.uk/wasteservices](http://www.bathnes.gov.uk/wasteservices)

# GarDeN WASTE SERVICES INFORMATION

* 1. The Council operates a fortnightly collection of Garden Waste from households within the District for a charge. Approximately 17,000 residents are currently subscribed to wheeled bin collections. In addition to this, the Council works with local outlets to offer residents the option to purchasing pre-paid paper sacks to place out Garden Waste on a fortnightly basis. In 2019/20, a total of 26,810 sacks were sold.
	2. The Council also collects Garden Waste from households within the district through bulk skips at its three Household Waste Recycling Centres (HWRCs) at the following sites, Pixash Lane in Keynsham, Midland Road in Bath and Old Wheelers Hill in Radstock, free of charge.
	3. Garden waste is also accepted at the Council’s Transfer Station in Bath from local traders and internal parks teams. It is important to note the Recycling Centre and Transfer Station operations in Bath are due to be relocated over the next couple of years.
	4. It is important to note that our waste transfer facilities are due to move from Bath to Keynsham during the term of this contract. The future of the Recycling Centre is Bath is also currently under review.
	5. The key impact of this change is that the Council may change its haulage operation, from roll-on roll-off vehicles to articulated lorry deliveries. The Contractor must therefore be able to accept Garden Waste deliveries in both types of vehicles.
	6. The purpose of this tender exercise is to appoint a Contractor to treat the Garden Waste collected by the Council by way of open windrow, in-vessel composting or anaerobic digestion, or variants under this terminology, at its Treatment Site.
	7. Full background details and tonnage information is set out in Volume 3 - Specification.

#

Garden Waste Treatment Services

Volume 1 Part B – Instructions to Tenderers

# PART b INSTRUCTIONS FOR TENDERING

# INTRODUCTION

## Procurement of the Contract is being undertaken in accordance with the open procedure prescribed by the Public Contracts Regulations 2015.

## The following information gives instructions on how tenders are to be presented and the timescales for submission. Failure to comply with these instructions may at the Council’s discretion result in any tender being withdrawn from the evaluation process.

## Every tender received by the Council shall be deemed to have been made subject to the terms of this ITT unless the Council shall previously have expressly agreed in writing to the contrary. Any alternative terms or conditions offered on behalf of a tenderer shall, if inconsistent with this ITT, be deemed to have been rejected by the Council unless expressly accepted by it in writing.

# COMPLIANT TENDER

## In order to submit a compliant tender, tenderers are required to comply with all of the instructions set out in the ITT.  Failure to comply with these instructions may at the Council’s discretion result in any tender being withdrawn from the evaluation process.

## Tenderers are entitled to submit tenders for Garden Waste Treatment Servicew. Tenderers are required to deliver the Services from the Commencement Date and for the Term of the Contract.

# TENDER DOCUMENTS TO BE SUBMITTED

## **Certificate of Canvassing**

### Any tenderer who directly or indirectly canvasses any member or official of the Council or any member of staff concerning the award of the tender will be disqualified. Tenderers are required to return a signed copy of the Certificate of Canvassing as attached hereto as Appendix 2 (Certificate as to Canvassing) to this Volume 1.

## **Certificate of Non Collusive Tenders**

### Any tenderer who:

* + - 1. Fixes or adjusts the amount of its tender or rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person;
			2. Communicates to any person other than the Authorised Officer the amount or approximate amount of its proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender);
			3. Enters into any agreement or arrangement with any other person that it shall refrain from bidding or as to the amount of any bid to be submitted;
			4. Offers or agrees to pay or gives or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender relating to the Contract any act or omission,

will (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct may attract) be disqualified.

### Tenderers are required to submit with their tender a duly signed copy of the Certificate of Non-Collusive Tenders as set out in Appendix 3 (Certificate of Non Collusive Tenders) to this Volume 1.

## **Price Schedule**

### Further details on how to price for the Services are set out in Appendix 4 (Price Schedule) to this Volume 1, which tenderers are required to return as part of their tender submission.

## **Service Delivery Plans**

### Tenderers must submit provisional Service Delivery Plans (“**SDPs**”) setting out the proposed method of organising the Services. Such SDPs are to include full details of management and control processes which tenderers propose to implement to manage the delivery of the Services.

### Full details of the information requiredeadlid to be submitted for SDPs is set out in Appendix 5 (Service Delivery Plans) of this Volume 1.

### Provisional SDPs once approved by the Council are to be incorporated into the Contract.

## **Supplier Selection Questionnaire**

### Tenderers are required to complete the Tender Questionnaire set out in Appendix 6 (Tender Questionnaire) to this Volume 1 to assist the Council to evaluate, inter alia, eligibility, financial and economic standing, and professional and technical capacity of each tenderer. Completed questionnaires will be evaluated in accordance with the criteria set out in Appendix 7 (Contract Award Criteria).

### Where the tenderer is a consortium, special purpose vehicle or joint venture each proposed member must complete the Tender Questionnaire and all answers should be submitted together.

### Where the tenderer proposes to sub-contract the performance of the majority or all of the Services to Sub-Contractors, the Sub-Contractors are also required to complete the health and safety section of the Tender Questionnaire to be submitted with the tender.

### The declaration at the end of the Tender Questionnaire must be appropriately signed.

## **Tender Certificate**

### Tenderers must complete the Tender Certificate attached at Appendix 8 (Tender Certificate) of this Volume 1. The Tender Certificate must be submitted by the organisation that proposes to enter into a formal agreement with the Council if awarded the Contract.

## **Insurance Declaration**

### Tenderers must complete the Insurance Declaration attached at Appendix 9 (Insurance Declaration) to this Volume 1 confirming that on or prior to the Commencement Date it will have the Required Insurances in place.

## **Document Checklist**

### Tenderers’ attention is drawn to the checklist of documents set out in Appendix 10 (Document Checklist) of this Volume 1, which details the documents to be returned by a tenderer. Tenderers should only return those documents listed in Appendix 10. Tenderers are required to tick the boxes within the checklist to confirm that each document has been included within the tender.

# REQUESTS FOR CLARIFICATION

## Any queries relating to this ITT should submitted via the Council’s e-tendering system, [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk).

## Both questions and answers will be copied simultaneously to all tenderers with no indication as to the source of the enquiry and where a number of common issues are raised then at the Council's discretion meeting(s) will be convened during the tendering period to resolve those points.

## Questions should not be raised later than 10 days prior to the closing date for submission of tenders. The Council reserves the right not to respond to queries raised after this time period.

## Any queries suppliers have relating to the e-procurement system and it’s use should be directed to ProContractSuppliers@proactis.com. Supplier number should be referenced in any communication.

# FORM OF SUBMISSIONS

## This tender process will be run using the Council’s e-tendering system, [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk). Tenderers are required to submit all completed documentation through this e-tendering system. All submissions must be uploaded onto the system by the deadline date provided in sub paragraph 7.1. The Council will not consider tenders submitted after the specified deadline, and the Council shall notify the relevant organisation that it has been eliminated from the procurement process.

## The e-tendering system allows tenderers to view the documents it has uploaded prior to the submission date. The Council therefore recommends that tenderers upload their completed tender and supporting documents at least a few days in advance of the submission deadline. This will allow tenderers sufficient time to ensure that all relevant documents have been successfully uploaded in good time.

## The tender must be completed in English. Monetary values must be given in pounds sterling.

## All documents requiring a signature must be signed:-

### where the tenderer is an individual, by that individual;

### where the tenderer is a partnership, by two duly authorised partners;

### where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose; or

### where the tenderer is a consortium, by each proposed individual, partner or company which makes up the consortium.

# CLOSING DATE FOR SUBMISSION

## Tenders must be uploaded to the contracts portal and submited by 12 noon on **Friday 30th October 2020.**

## All tenders must remain valid and capable of acceptance for at least 90 days from the closing date for the return of tenders.

## The Council may, in its absolute discretion, extend the closing date for the return of tenders and time specified above. Any extension granted will apply to all tenderers.

#  PROVISION OF FURTHER INFORMATION BY TENDERERS

## The Council is relying on the information provided by tenderers during the ITT stage. If, at any time from submission of the tender until completion of any agreement, there are any material changes to the same, the tenderer must advise the Council as soon as practicable and the Council reserves the right to reject any tender that has been materially altered and recover any costs and expenses incurred by it where as a result of the non-disclosure it is required to terminate the tendering process.

## The Council reserves the right to request additional information from tenderers which may be required as a result of the answers given in a tender submission.

# BOND/PARENT COMPANY GUARANTEE

## Prior to the Commencement Date the Council may require the successful tenderer to procure the entering into of a Bond or Parent Company Guarantee substantially in the form appearing in Schedule 10 (Parent Company Guarantee) and Schedule 11 (Bond) of Volume 2 (Contract) as a form of security for performance of the Services.

## The requirement to provide the Bond or the Parent Company Guarantee will be assessed by the Council on a project specific basis having regard to the financial standing and corporate structure of the tenderer.

# CONTRACT AWARD CRITERIA

## Evaluation will be carried out to determine which tender is most economically advantageous to the Council under the headings/categories set out in Appendix 7 (Contract Award Criteria) of this Volume 1.

## The Council will consider the indicative offers received for Future Treatment Services. However, the Council will not evaluate offers for Future Treatment Services.

# THE COUNCIL'S RIGHT TO REJECT TENDERS

## The issue of this ITT in no way commits the Council to award any contract pursuant to the tender process. The Council is not bound to accept the lowest price or any tender. The Council shall be able in its sole discretion to withdraw from the procurement process at any time.

## The Council may in its absolute discretion reject any tender which does not comply with the requirements set out in this ITT.

## The Council reserves the right, subject to relevant legislation, at any time to:

### reject any tender and/or to terminate discussions with any one or more tenderers; or

### disqualify any tenderer who makes material changes to any aspect of their tender unless substantial justification can be provided to the satisfaction of the Council.

# AWARDING PROCESS

## If a tender is accepted by the Council, notification will be sent to each of the tenderers setting out, inter alia, the characteristics and relative advantages of the leading tenderer as required under the Public Contracts Regulations 2015. Such details may also be stated in the published contract award notice.

# TENDERING COSTS

## Tenderers are responsible for their own costs of tendering and the Council shall not be liable for the costs of tender preparation, finalisation, or any loss of profit or other economic loss incurred by tenderers. This applies irrespective of the stage that a tenderer reaches within the procurement and is not subject to discussion, negotiation or variation. It also applies if the process ceases, for whatever reason, before Contract Award.

# DISCLOSED DATA

## The Council shall not be liable to any tenderer and no tenderer shall seek to recover from the Council any damages, losses, costs, liabilities or expenses which may arise (whether in contract, tort or otherwise) from the copying, adoption, use or application of any information made available to tenderers (“the **Disclosed Data”**) during the procurement process.

## The Council gives no warranty or undertaking of whatever nature in respect of the Disclosed Data and, specifically (but without limitation), the Council does not warrant that the Disclosed Data represents all of the information in its possession or power relevant, or material to, or in connection with the Services. The Council shall not be liable to any tenderer in respect of any failure to disclose or make available to such tenderer any information, documents or data, nor any failure to review or to update the Disclosed Data, nor any failure to inform such tenderer of any inaccuracy, error, omission, defects or inadequacy in the Disclosed Data.

## Each tenderer shall:

### be expected to conduct its own analysis and review of the Disclosed Data and to satisfy itself as to the accuracy, completeness and purpose of any such Disclosed Data upon which it places reliance; shall not be entitled to and shall not make any claim against the Council whether in contract, tort or otherwise including, without limitation, any claim in damages on the grounds of any misunderstanding or misapprehension in respect of the Disclosed Data or that incorrect or insufficient information relating to the Disclosed Data was given to it by any person; and

### where information provided by the Council during the tendering process is subsequently found to be inaccurate and the Contractor could not have reasonably discovered the inaccuracy prior to entering into the Contract and a Variation to the Contract is required as a result thereof, the Variation shall be dealt with in accordance with the Variation provisions in clause 3 (Variations to Services) of Volume 2 (Contract).

# FORM OF AGREEMENT

## The successful tenderer will be required to execute the Contract, subject to the Standstill Period, and from the date of Contract Award and until execution of that Contract the successful tender (including the completed Price Schedule, all provisional SDPs, the insurance declaration and other documents submitted with its tender and approved by the Council) together with the Council’s written acceptance thereof (“the **Tender Documents”**) and:

### the Instructions to Tenderers (Volume 1);

### the Contract (Volume 2); and

### the Specification (Volume 3),

(“the **Contract Documents”**) shall constitute a binding agreement between the Council and the successful tenderer.

## In the event of any conflict between the Tender Documents and the Contract Documents, the Contract Documents shall prevail.

# APPLICABLE LAW

## The laws of England and Wales shall apply for the purposes of all proceedings relating to this ITT.

Garden Waste Treatment Services

Volume 1 - Appendices

# APPENDICES

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# APPENDIX 1 – IMPORTANT NOTICES

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**Garden Waste Treatment Services**

We, [*tenderer to insert name of tendering organisation*] hereby certify that the Information made available by the Council will be used in connection with the procurement process and for no other purpose and that we agree to comply with the Council’s requirements set out in this Appendix 1 (Important Notices).

# CONFIDENTIALITY

## Subject to the exceptions referred to in paragraph 1.2 below, the information contained in this ITT, or which has been made available to tenderers as a result of further enquiries (the **Information**) is being made available by the Council on condition that tenderers shall:

### at all times treat the Information as confidential;

### not disclose, copy, reproduce, distribute or pass the Information to any other person at any time or allow any of these things to happen;

### not use the Information for any purpose other than for the purposes of making (or deciding whether to make) a tender; and

### comply with the provisions of paragraph 3 (Publicity) below;

### procure that each of its Representatives who receive any of the Information is made aware of, and complies with the provisions of this paragraph 1 as if it were a tenderer.

## Tenderers may disclose, distribute or pass Information to another person (including but not limited to, the tenderers’ insurers or funders) if either:

### this is done for the sole purpose of enabling a tender to be made and the person receiving the Information undertakes in writing to keep the information confidential on the same terms as set out in this paragraph 1; or

### the tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of Information.

## The Council may disclose detailed information relating to tenders to the Council's Members, directors, officers, employees, agents or advisors.

# INFORMATION LAWS

## Tenderers acknowledge that the Council has a duty of disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (the **Information Laws**) and that it may be required to disclose information forming part of a tenderer’s proposal to a third party

## upon request in accordance with the Information Laws.

## Where a tenderer considers that any of the information provided in its tender is confidential and/or commercially sensitive to the extent it could reasonably cause prejudice to its organisation if disclosed to a third party, then it should indicate in its tender those parts that it does not wish to be disclosed to third parties, together with supporting information as to why this information should be exempt from disclosure under the Information Laws.

## The Council shall endeavour to consult with tenderers and shall have regard to any comments and objections made by tenderers in accordance with paragraphs 2.2 above or otherwise before it releases any information to third parties pursuant to the Information Laws, provided always that the Council’s legal obligation to supply the requested information will override any tenderer’s objections and the Council shall not be liable to any tenderer and no tenderer shall seek to recover from the Council any damages, losses, costs, liabilities or expenses which may arise (whether in contract, tort or otherwise) from disclosure of information by the Council in accordance with its obligations under the Information Laws.

## Tenderers must respond within 5 Business Days of receipt of notification from the Council that a request for information pursuant to the Information Laws has been received.

# TRANSPARENCY

## Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published under the government transparency policy. To view details of what we MUST publish, see the Local Government Transparency Code 2015.

## The Council is required to publish details of all expenditure over £500 made to its suppliers and all contracts and framework agreements over £5000. Details will be published on the Council’s website and the government’s transparency website (Data,gov.uk) and Contracts Finder.

## Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published. In some circumstances limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

# PUBLICITY

## Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any contract award, any publicity activity with any section of the media in relation to this ITT or any resulting agreement other than with the prior written agreement of the Council. Such agreement shall extend to the content of any publicity. In this paragraph, the word “Media” includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

|  |  |  |
| --- | --- | --- |
| Signed:For and on behalf of:Dated: |  | Signed:For and on behalf of:Dated: |

# APPENDIX 2 - CERTIFICATE AS TO CANVASSING

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**Garden Waste Treatment Services**

To: BATH AND NORTH EAST SOMERSET COUNCIL

I/We hereby certify that I/we have not canvassed or solicited any member, officer or employee of the Council in connection with the award of the tender or any other tender or proposed tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future canvass or solicit any member, officer or employee of the Council in connection with the award of the tender or any other tender or proposed tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

|  |  |  |
| --- | --- | --- |
| Signed forby:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Signature*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Position* |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Signature*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Position* |

DATED ............................................

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# APPENDIX 3 – CERTIFICATE OF NON COLLUSIVE TENDER

## **Garden Waste Treatment Services**

To: BATH AND NORTH EAST SOMERSET COUNCIL

I/We certify that this is a *bona fide* tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

* + - 1. communicate to a person other than the Council (and any Affiliate) the amount or approximate amount of my/our proposed tender (other than in confidence in order to obtain quotations necessary for the preparation of the tender); or
			2. enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; or
			3. offering or agreeing to pay or give or paying or giving any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the Services any act or omission.

|  |  |  |
| --- | --- | --- |
| Signed forby:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Signature*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Position* |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Signature*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Position* |

DATED ............................................

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# APPENDIX 4 – PRICE SCHEDULE

**Garden Waste Treatment Services**

# Preamble

## Tenderers are required to provide details of any assumptions made with regard to their rates.

## The rates set out in the Price Schedules are to apply for the duration of the Initial Term of the Contract. There will be no annual indexation to the rates agreed during this period. Indexation of the rates will apply from the 1st April during any agreed period of extension to the Initial Term as set out in Paragraph 5, Price Schedule.

## All prices and rates identified in the Price Schedules are to be in pounds sterling, to two decimal places.

## The prices and rates are also to be exclusive of VAT, and landfill tax, where applicable.

## Transport costs incurred by the Council delivering waste to the Treatment Site(s) will be taken into consideration when evaluating the tenders received so that the full cost to the Council can be assessed. More than one contract will be awarded where it proves economical to the Council.

# GARDEN WASTE treatment services

## Tenderers are required to submit rates for all bands of tonnages in Table A (Garden Waste Treatment Services). Failure to provide rates for all bands in Table A will constitute a non compliant bid.

## Notwithstanding paragraph 2.1 above, in the event that that a tenderer is unable to comply with this requirement due to limited capacity, tenderers are entitled to price for all bands up to the maximum tonnage they can receive at the Treatment Site(s) for each Contract Year of the Term. Furthermore, tenderers are required to complete SDP 1.4 of Appendix 5 (Service Delivery Plans) to confirm the Treatment Site(s)’ maximum capacity.

# treatment SITE

## The successful tenderer(s) shall be required to provide one of more facilities in order to perform the Services from the Commencement Date and for the Term of the Contract. In order to achieve this tenderers must make a Treatment Site available for the Term of the Contract.

## The Council will award more than one contract where it makes economic sense to do so.

# PERFORMANCE BOND

## Tenderers are required to indicate how the rates they have quoted would alter if they were required to supply a Bond in the Sum of the Contract Price for the first Contract Year, such Bond to remain in placed for the duration of the Term in accordance with clause 1.3 (Bonds and Guarantees) of Volume 2 (Contracts).

# INDEXATION

## The Contract Price contained in this appendix will remain fixed for the Initial Term of the Contract. During an agreed period of extension to the Contract, the rates will be Indexed in accordance with the formula set out in paragraph 5.3 below. This shall take place on the Review Date and the Contract Prices increased or reduced by a percentage equivalent to the percentage increase or reduction (if any) shown by the Index. The level of Indexation will be capped at 2%.

## The first Indexation of the Contract Prices will apply from 1 April following any agreed period of extension to the Initial Term of the Contract.

## The Council’s Preferred Index is set out in the following formulae:

CP = TP x Latest RPI

Initial RPI

Where:

|  |  |  |
| --- | --- | --- |
| CP | = | the Contract Prices for the following Contract Year (rounded to the nearest whole pence); |
| TP | = | the tendered rates specified in this Appendix 3 (Price Schedule); |
| Latest RPI | = | the value of the Retail Price Index for the month immediately preceding the date of the Review Date; |
| Initial RPI | = | the value of the Retail Price Index for the month immediately preceding the date for the return of tender. |

## In the case of an extension to the Contract, all other rates and prices contained in the schedules will be reviewed in the same way.

## The RPI to be used shall be the Retail Price Index for all items excluding mortgage index payments (“**RPIX**”).

## **TABLE A – TREATMENT SERVICES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description**  | **Unit** | **Gate Fee****Rate (£)** |
| **1** | Provision of Treatment Services in each Contract Year for Contract Waste of tonnages up to and including 2,000 tonnes | Per tonne |  |
| **2** | Provision of a Treatment Services in each Contract Year for Contract Waste of tonnages of 2,001 tonnes up to and including 5,000 tonnes | Per tonne |  |
| **3** | Provision of Treatment Services in each Contract Year for Contract Waste of tonnages of 5,001 tonnes up to and including 8,000 tonnes | Per tonne |  |
| **4** | Provision of Treatment Services in each Contract Year for Contract Waste of tonnages of 8,001 tonnes up to and including 10,000 tonnes | Per tonne |  |
| **5** | Provision of Treatment Services in each Contract Year for Contract Waste of tonnages of 10,001 tonnes or greater | Per tonne |  |

**aPPENDIX 5 – SERVICE DELIVERY PLANS**

**Garden Waste Treatment Services**

1. **Site Information**
	1. Provide full site location details of the facility to be used from the start of the Contract, including area, road name, post code and six figure grid reference(s). Please include a map of the location(s) and a facility layout plan, indicating vehicle access to and from the site. Please ensure the map is of a scale no smaller than 1:50000.
	2. Provide confirmation as to the availability of the site(s) and whether they can receive Contract Waste for Treatment for the Term of the Contract.
	3. Detail the method to be used to compost or digest Contract Waste at the Treatment site(s) proposed.
	4. Detail the maximum quantity of Contract Waste (in tonnes) the proposed Treatment Site(s) are licensed to receive per annum, including any monthly limits on the acceptance of Contract Waste at the Treatment Site(s) and the maximum amount of waste permitted on site at any one time.
	5. Please state how many contracts are in place with other organisations for use of the Treatment Site(s) proposed for the Treatment of waste and the maximum capacity requirements of these other contractual obligations.
2. **Planning & Permitting**
	1. Provide copies of all applicable licenses and permits. This should include any existing and committed planning permissions, full details of the licensing authority and license numbers where available.
3. **Secure Markets/ Beneficial Re-Use**
	1. Detail the Process Outputs from the Treatment process identifying those outputs which have beneficial re-use/markets and those outputs which will require disposal. Please provide a list and location of the customers for such products.
	2. Detail the quality standard to be achieved for any Process Outputs identified, including details on established or proposed markets.
	3. Provide details of the arrangements in place for disposal of any Process Outputs should it be required or residues. Please include full address details of the facility(s) (including name and adress details) to be used.
4. **Operational Management**
	1. Set out the opening hours for the Treatment Site(s) proposed, to include scheduled closing dates (i.e. Christmas Day, etc). In the event that the Treatment Site(s) can not comply with those hours state in paragraph 4.1, Part 1, Volume 3 (Specification) please stated the reasons for non-compliance.
	2. Set out your proposed method of organising the Treatment Services on a day-to-day basis including procedures for dealing with vehicles entering the Treatment Site(s), average vehicle turnaround time, and details of the receipt, weighing and storage of incoming waste;
	3. Please provide a copy of your organisation’s Site Rules for the facility;
	4. Please complete Table 1 below setting out the materials that would be considered as contaminants, also stating any materials that are prohibited under the terms of the site licence. Specify the acceptable level of contamination as a maximum proportion of Contract Waste Load (by weight) and provide details on the procedure that would be followed to investigate and reject loads, including any disposal options available, delivered to the treatment site which contains contaminants in excess of those specified, to comply with the requirements as set out in Paragraph 7, Part 1, Volume 3 (Specification).

Table 1 (Contaminants)

|  |  |
| --- | --- |
| **Contaminants** | **Maximum Proportion of Contract Waste Load (by weight)** |
| [bidder to specify materials] |  |

* 1. Detail the techniques to be applied that would avoid the unreasonable tailback of traffic at the Treatment Site(s).
1. **Communication**
	1. Provide details of how Garden Waste tonnages will be measured upon entering the Treatment Site and how these will be collated and submitted to the Council for payment and for record keeping. Tenders should provide examples of returns they intend to submit to the Council and indicate how these would be used to comply with the Council’s requirements as stated in Paragraph’s 1 and 2 of Part 2, Volume 3 (Specification).
	2. Detail the procedures that would be followed to investigate and deal with damage caused to vehicles using the Treatment Site, including the reporting lines and how damage, which may not be immediately detectable or obvious, would subsequently be dealt with once a vehicle has left the Treatment Site.
	3. Provide details on the data management and reporting procedures in place for site and operating incidents. Detail how your organisation proposes to record data in relation to this Contract and comply with its obligations to supply information to the Council regarding the Services as set out in paragraph 4, Part 2 of Volume 3 (Specification).
2. **Support and Back Up Arrangements**
	1. Provide full contingency plan details of arrangements to be adopted in the event that Services are not able to be delivered in whole or in part. Detailing how the re-direction of vehicles delivering Contract Waste would be managed and any alternative site(s) (including names and address, permit and planning consent details) for the Treatment Service that would be utlised.
	2. Provide a site emergency plan for the Treatment Sites(s).
3. **Environment & Sustainability**
	1. Provide a copy of your organisations Carbon Management Policy.
	2. Please provisde a copy of the Environmental Control Plan for the Treatment Sites(s), covering as a minimum areas identified in the Paragraph 6, of Part 3 of Volume 3 (Specification).

# APPENDIX 6 – Supplier SELECTION QUESTIONNAIRE

**Garden Waste Treatment Services**

**Bidder Notes:**

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The Suppier Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion[[1]](#footnote-1). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2[[2]](#footnote-2).
7. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

**Part 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| Section 1 | Potential supplier information  |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status 1. public limited company
2. limited company
3. limited liability partnership
4. other partnership
5. sole trader
6. third sector
7. other (please specify your trading status)
 |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number  |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐No ☐N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)1. Voluntary Community Social Enterprise (VCSE)
2. Sheltered Workshop
3. Public service mutual
 |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[3]](#footnote-3)? | Yes ☐No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[4]](#footnote-4) - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[5]](#footnote-5)(Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company: - Full name of the immediate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:- Full name of the ultimate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.Please provide the following information about your approach to this procurement:

|  |  |
| --- | --- |
| Section 1 | Bidding model |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐No ☐ If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name |  |  |  |  |  |
| Registered address |  |  |  |  |  |
| Trading status |  |  |  |  |  |
| Company registration number |  |  |  |  |  |
| Head Office DUNS number (if applicable) |  |  |  |  |  |
| Registered VAT number |  |  |  |  |  |
| Type of organisation |  |  |  |  |  |
| SME (Yes/No) |  |  |  |  |  |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  |
| The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  |

 |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted, and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |
| --- | --- |
| Section 1 | Contact details and declaration |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address  |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| Section 2 | Grounds for mandatory exclusion |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)** The detailed grounds for mandatory exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |
|  | Participation in a criminal organisation.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Corruption.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Fraud.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐No ☐If Yes please provide details at 2.1(b)  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,Identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | Yes ☐No ☐ |
| 2.3(a) | **Regulation 57(3)**Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |
| --- | --- |
| Section 3 | Grounds for discretionary exclusion  |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**The detailed grounds for discretionary exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
| 3.1(a) | Breach of environmental obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(j)3.1(j) - (i)3.1(j) - (ii)3.1(j) –(iii)3.1(j)-(iv) | Please answer the following statementsThe organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.The organisation has withheld such information. The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Part 3: Selection Questions**[[6]](#footnote-6)

|  |  |
| --- | --- |
| **Section 4** | **Economic and Financial Standing** |
|  | Question | Response |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?If no, can you provide **one** of the following: answer with Y/N in the relevant box. | Yes ☐No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes ☐No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes ☐No ☐ |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes ☐No ☐ |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | Yes ☐No ☐ |

|  |  |
| --- | --- |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:**  |
| **Name of organisation** |  |
| **Relationship to the Supplier completing these questions** |  |

|  |  |  |
| --- | --- | --- |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?  | Yes ☐No ☐ |

|  |  |
| --- | --- |
| **Section 6** | **Technical and Professional Ability**  |
| **6.1** | **Relevant experience and contract examples**Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.If you cannot provide examples see question 6.3 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract**  |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

|  |  |
| --- | --- |
| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
| **6.3** | Has your organisation, or any of the agents of the sites you would propose to use for this contract, been issued with an improvement notice or convicted of breaching any environmental legislation within the last 3 years? This includes the issue of any enforcement notices, works notices, prohibition notices, suspension or revocation of environmental licenses. ***If “yes” please provide details on the average number of notices per site operated.*** Has your organisation breached environmental laws or any waste management licence, pollution prevention control, permit or other similar consent whereby enforcement procedures were taken by the Environmental Agency (or other appropriate regulator)? ***If “yes” please provide details in relation to the number of sites operated.*** ***Dependant on the specific detail of the response provided, this could lead to the contractor being eliminated from the tender process.***   |
| **6.4** | Provide details of all the key persons who are likely to be involved in the management structure and running of the Contract for the tenderer and state if these are different from those who will be involved in negotiations with the Councils. CVs should be attached for the key people to outline their level of experience |

|  |  |
| --- | --- |
| **6.1 (b)** | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |

|  |  |
| --- | --- |
| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015[[7]](#footnote-7)**  |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐N/A ☐ |
| **7.2** | If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐Please provide relevant the url …No ☐Please provide an explanation |

**8. Additional Questions**

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| **Section 8** | **Additional Questions**  |
| **8.1** | **Insurance**  |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N Employer’s (Compulsory) Liability Insurance = £5mPublic Liability Insurance = £5 millionProfessional Indemnity Insurance = £1 million\*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

|  |  |
| --- | --- |
| **8.2** | **Social Value**  |
| **a.** | **Social Value**The Council will procure its services, where appropriate, in line with the Public Services (Social Value) Act 2012. The Act asks commissioners to think about securing extra benefits for their area when they are buying services. Before they start procurement, commissioners should think about how the services they are going to buy, or the procurement process they are going to use to buy them, could secure the most valuable benefits for their area.Please give examples of your involvement in each of the following:* Generating employment and training opportunities for long-term unemployed people;
* Providing training opportunities for young people;

Promoting supply-chain opportunities to new and small enterprises. |  |
| **b.** | What was your exact involvement in each of the above activities?* Employment
* Training
* Supply-chain
 |  |
| **c.** | Which of the examples have you cited have been more successful, and which have been less successful, and why? |  |

|  |  |
| --- | --- |
| **8.3** | **Compliance with Equality Legislation**  |
| **a.** | For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?If “yes”, please state how many times this has occurred. | Yes ☐No ☐ |
| **b.** | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination? If “yes”, please state how many times this has occurred.If you have answered “yes” to one or both of questions a. and/or b, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.You may be excluded if you are unable to demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.  | Yes ☐No ☐ |
| c. | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Yes ☐No ☐ |
| **d.** | Is your policy on equalities set out: |  |
|  | **i)** In instructions issued to those concerned with recruitment, selection, remuneration, training and promotion?**ii)**  In documents available and communicated to employees, recognised trade unions or other representative groups of employees? **iii)** In recruitment advertisements or other literature?Please supply with this Tender Questionnaire relevant examples of the instructions, documents, recruitment advertisements or other literature.

|  |  |
| --- | --- |
| Copies Enclosed: | [ ]  |

If you answered NO to either 8.3 d. i, ii or iii, can you provide (and if so, please do) other evidence to show how you promote race equality in employment.

|  |  |
| --- | --- |
| Copies Enclosed: | [ ]  |

 | Yes ☐No ☐Yes ☐No ☐Yes ☐No ☐ |

|  |  |
| --- | --- |
| **8.4** | **Environmental Management**  |
| **a.** | Please provide details of the organisation’s environmental policy including any written environmental policy and associated reports |  |
| **b.** | Please provide details of any environmental management system operated (e.g. EMAS, ISO 14001) include copies of any registration certificates and other accreditations:

|  |  |
| --- | --- |
| Copies Enclosed: | [ ]  |

 |  |
| **c.** | Please provide details of any environmental impact/performance monitoring system operated. |  |
| **d.** | Does your company carry out environmental risk assessments for the technologies your company utilises and implements: |  |
| **e.** | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.The Council will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Council is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | Yes ☐No ☐ |
| **f.** | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | Yes ☐No ☐ |

|  |  |
| --- | --- |
| **8.5** | **Health & Safety**  |
| **Bidders are required to provide a written reponse to each question in this section. Supplementary appendices may be used to compliment a response only. Failure to provide a written response, or solely referencing an appendix, will result in no marks** |
| **a.** | Provide details of the Director or principal officer responsible for implementation of your organisation’s health and safety policy, including details on their position in the company and contact details |  |
| **b.** | Who is the competent person who provides health and safety advice to your company and what are their qualifications? |  |
| **c.** | Provide a copy of your organisation’s health and safety policy as required by Section 2(3)(f) of the Health and Safety at Work etc Act 1974. (Please note that the information submitted must contain the three elements of the safety policy: the statement of intent; the statement of organisational arrangement; and the statement of operational arrangements. Note also that a written safety policy is only a requirement if your company has 5 or more employees. If your company has less than 5 employees you should still complete the rest of this section):

|  |  |
| --- | --- |
| Policies Enclosed: | [ ]  |

 |  |
| **d.** | Describe the procedures for review of your organisation’s health and safety policy: |  |
| **e.** | How do you communicate your health and safety policy to employees? |  |
| **f.** | State the co-operation and involvement that is expected of the employees: |  |
| **g.** | Describe your system and responsibility for reporting accidents |  |
| **h.** | Give details of your employee training programme |  |
| **i.** | Describe procedures for safety inspections and audits |  |
| **j.** | How do you consult with trade unions and employees on safety |  |
| **k.** | How does your company assess the health and safety competencies and performance of its sub-contractors |  |
| **l.** | What procedures does your organisation have for undertaking risk assessments? Please provide 3 examples of completed risk assessments and Safe Systems of Work relevant to this Contract: |  |
| **m.** | Has the organisation had any improvement or prohibition notices served upon it or been prosecuted by the Health and Safety Executive during the last three years in relation to violations of health and safety legislation? If “Yes” please give brief details and outline steps taken by the company in consequence of that finding. Dependent on your response, further clarification may be requested. ***Dependant on the specific detail of the response provided, this could lead to the contractor being eliminated from the tender process.***  |  |
| **n.** | Please provide the accident statistics relating to your business for the past 3 years. Please report statistics per 100 employees:  |  |
|  | **Year -**  | **Year -**  | **Year -** |
| **No. of fatal accidents (A)** |  |  |  |
| **No. of reportable injuries (RIDDOR 1995)(B)** |  |  |  |
| **No. of employees (full-time equivalents)(C)** |  |  |  |
| **Incident rate = (A+B) x 100/C** |  |  |  |
| **No. of RIDDOR injuries to the public** |  |  |  |
| **No. of RIDDOR dangerous occurrences** |  |  |  |
| **No. of RIDDOR ill-health reports** |  |  |  |

|  |  |
| --- | --- |
| **8.6** | **Disputes**  |
| **a.** | Has your organisation undertaken any contracts, in the past three years, where there has been: * + - 1. A failure to complete the contract on time or at all
			2. Where there have been claims for damages
			3. Where damages have been deducted or recovered
			4. Where a contract has been terminated

If yes, to any of the above, please provide details in the table below: | Yes ☐ No ☐Yes ☐ No ☐Yes ☐ No ☐Yes ☐ No ☐ |
| Customer name and address | Contract reference and brief description of goods and services provided | Date of claim/ contract termination | Reason for claim/ contract termination |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **b.** | Are there any court actions outstanding against your organisation? If yes, please provide details: | Yes ☐ No ☐ |
| **c.** | Has your organisation been involved in any court action over the past 3 years? If yes, please provide details: | Yes ☐ No ☐ |
| **d.** | Describe how any issues highlighted above were resolved, and what mitigation measures are in place to stop this occurring again? |  |

|  |  |
| --- | --- |
| **8.7** | **Quality Assurance** |
| **a.** | Name of person (if any) responsible for implementation of your organisation’s quality assurance policy? Please provide the CV for this individual including qualifications:* Generating employment and training opportunities for long-term unemployed people;
* Providing training opportunities for young people;

Promoting supply-chain opportunities to new and small enterprises.

|  |  |
| --- | --- |
| CVs Enclosed: | [ ]  |

 |  |
| **b.** | Please provide details of any quality assurance and quality management systems operated and include copies of any registration certificates and other accreditations. If your organisation does not have a quality assurance and quality management system, please explain why.

|  |  |
| --- | --- |
| Registration Certificates Enclosed: | [ ]  |

 |  |
| **c.** | Provide details for your organisation of any awards or external quality accreditation schemes subscribed to or achieved: |  |

|  |  |
| --- | --- |
| **8.8** | **Information Laws** |
| **The responses to all questions in Section 8.8 will not be evaluated, however all the information is this section must be provided to ensure the Tender Questionnaire is compliant. Failure to provide any information required in this section will be deemed to be a non-compliant bid and your organisation may be eliminated from the procurement process.** |
| **a.** | Provide confirmation that you understand that the Council has a duty of disclosure under the Information Laws and that it may be required to disclose answers contained within the Tender Questionnaire or information contained within the questionnaire to a third party upon request in accordance with the Information Laws: long-term unemployed people: |  |
| **b.** | Where an organisation considers that any of the information provided in its response to the Tender Questionnaire is confidential and/or commercially sensitive to the extent it could be reasonably cause prejudice to it if disclosed to a third party, then it should clearly mark on a separate sheet and attach to the Tender Questionnaire those answers that it does not wish to be disclosed to third parties, together with supporting information as to why this information should be exempt from disclosure under the Information Laws.

|  |  |
| --- | --- |
| Enclosed: | [ ]  |

 |  |

**9. Declaration**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of [INSERT NAME OF SUPPLIER].I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false /misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.I also declare that there is no conflict of interest in relation to the Council’s requirement.The following appendices form part of the submission;

|  |  |
| --- | --- |
| **Section of Selection Questionnaire** | **Appendix Number** |
|  |  |
|  |  |

**SELECTION QUESTIONNAIRE COMPLETED BY**

|  |  |
| --- | --- |
| NAME |  |
| ROLE IN ORGANISATION |  |
| DATE |  |
| SIGNATURE |  |

 |

# APPENDIX 7 – CONTRACT AWARD CRITERIA

**Garden Waste Treatment Services**

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Percentage** |
| Price (including consideration of the haulage and gate fee costs to the Council) | 70% |
| The tenderer’s ability to meet the requirements of the Contract as evidenced by the Service Delivery Plans  | 20% |
| Responses to Supplier Selection Questionnaire including relevant contract experience and compliance history | 10% |
| **TOTAL** | **100%** |

1. **Price**
	1. All costs will be evaluated taking consideration of the haulage and gate fee costs to the Council
	2. The scoring is carried out within an Excel spread sheet outside of the e-tender system.

All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid.

Example with price weighting 70%, the calculation is:

(70\* lowest cost to Council)/bid cost to council

The lowest cost to the Councilwould receive the full 70 points.

* 1. The price weighting applicable to this tender is in the table above.
1. **Service Delivery Plans**
	1. The Scoring Matrix for the service delivery plans can be found in Appendix 7A.
2. **Supplier Selection Questionnaire**
	1. The criteria to be used for the evaluation of the Supplier Selection Questionnaire is set out in Appendix 7B, which is a combination of both financial and non-financial factors in accordance with regulations 23 to 26 (inclusive) of the Regulations and will consider:
		1. Eligibility to Tender – status of supplier in relation to Regulation 57 of the Regulations. A summary of Regulation 57 is set out at the end of the Tender Questionnaire.
		2. Economic and Financial Standing – each organisation must be in a sound financial position to participate in the procurement.  This will entail independent financial checks of the last 2 years financial accounts. The Council’s has 4 key minimum requirement for financial considerations of which all must be passed before a full financial assessment is carried out, these being:
			1. In accordance with regulation 16 (7) of the Regulations, relates to the contract limit, which is the maximum contract value that a tenderer should be expected to tackle within its financial capacity.
				1. The Council will use a notional calculation to calculate the contract limit, based on turnover of the tenderer in order to confirm whether the tenderer is large enough to perform the contract. The contract limit is calculated by matching the tenderers turnover figure in their latest set of accounts, with the annual contract value. If the annual contract figure is more than 51% of the turnover figure used it is unlikely that the tenderer on its own, has adequate resources to perform the services.
				2. By exception, the further full financial assessment may take place if a parent company guarantee or bond or deed should be obtained, provided the parent itself is suitable.
			2. If there is an adverse auditors report to the latest accounts, depending on the details, contractors will fail at this point.
			3. If a contractor is showing continual losses in their accounts this will be deemed a fail.
			4. If the net worth of a contractor is in a negative position this will be deemed as fail.

If a contractor passes the 4 key criteria a full financial assessment will take place, this will include selected ratio analysis of account figures, any CCJ’s a contractor may have against them, and any adverse information on company Directors.

 Failure to pass any of the above 4 key criteria will result in a fail and the bidder will be eliminated from the procurement process.

Each ratio and other criteria will carry a points score of “0” for fail and “1” for pass, points are then tallied to give an overall score, this is then matched to a predetermined risk based scoring model where contractors will be assessed as Low, medium or high risk.

Lower and medium risk bids will be assessed as a ‘pass’. High risk bids will fail and be eliminated from the procurement process.

* + 1. The Council will also undertake a financial assessment of the tenderer, sub-contractors (if known) and if applicable the parent company including an audit of their last three years accounts. The Council must be confident of a suppliers ability to fulfil a contract.
		2. Technical Expertise - each organisation must be able to demonstrate a successful track record of providing waste management services of the type described in the paragraph 2, Part 1A of this Volume 1 (Instructions to Tenderers), or other relevant services that demonstrate to the Council that the organisation will be able to perform the Contract.
	1. The information supplied will be checked for completeness and compliance before responses are evaluated. There are a number of questions within the Tender Questionnaire which have compliance requirements highlighted and should the organisation fail to provide all of the information required, the Council will consider the Tender Questionnaire to be non-complaint and, in its absolute discretion, the Council may decide that the organisation will be eliminated from the procurement process.

# APPENDIX 8 – TENDER CERTIFICATE

**Garden Waste Treatment Services**

To: BATH AND NORTH EAST SOMERSET COUNCIL

I/We (Full Name) …………………………………………………………………..

Of (Full Address) …………………………………………………………………..

 …………………………………………………………………..

 …………………………………………………………………..

 …………………………………………………………………..

Having examined the Invitation to Tender and all accompanying documentation (“the **ITT Documentation”**) and having satisfied myself/ourselves as to all other matters relevant thereto, I/we enclose our tender, and undertake to execute and complete the Services required to be performed in accordance with the ITT Documentation for the sum set out in my/our tender submission.

I/We agree that the insertion by me/us of any conditions qualifying my/our tender or any unauthorised deletion to any of the tender documents shall not affect the ITT Documentation and may cause the tender to be rejected.

I/We agree that this tender shall remain open to be accepted or not by the Council for a period of 180 days from the closing date for receipt of tenders as stated in the ITT Documentation.

I/We accept the conditions embodied in the ITT Documentation previously referred to and undertake to be bound by them if my/our tender is accepted by the Council.

Unless and until a formal agreement is prepared and executed, this tender together with your acceptance thereof in writing shall constitute a binding contract between me/us.

Signature(s) …………………………………………………………………..

 …………………………………………………………………..

Print Names …………………………………………………………………..

 …………………………………………………………………..

Date …………………………………………………………………..

# APPENDIX 9 – INSURANCE DECLARATION

## **Garden Waste Treatment Services**

I/We hereby certify and declare that I/we have taken out or will hold the following policies of insurance on or prior to the Commencement Date:

1. Public Liability insurance with a limit of indemnity of not less than £5 million pounds in relation to each and every claim during each 12 month period in respect of claims arising from the Services;
2. Employer’s Liability insurance with a limit of indemnity of not less than £10 million pounds in relation to each and every claim during each 12 month period in respect of claims arising from the Services;
3. All other insurances required by Law.

Signature(s) …………………………………………………………………..

 …………………………………………………………………..

Print Names …………………………………………………………………..

 …………………………………………………………………..

Date …………………………………………………………………..

# APPENDIX 10 – DOCUMENT CHECKLIST

**Garden Waste Treatment Services**

Tenderers must only submit the following documents as their tender:

| **NO** | **DOCUMENT** | **ITT REFERENCE****All References to Volume 1B unless otherwise stated** | **ENCLOSED** |
| --- | --- | --- | --- |
|  | An executive summary of not more than one A4 sides long summarising the tender submission and confirming whether your organisation will allow the Council to inspect work currently being undertaken. | None – Optional  |  |
|  | Where a tenderer considers that any of the information provided in its tender is confidential and/or commercially sensitive to the extent it could reasonably cause prejudice if disclosed to a third party, then it should clearly mark on its tender those parts that it does not wish to be disclosed to third parties, together with supporting information as to why this information should be exempt from disclosure under Information Laws. | Paragraph 2.2 of Appendix 1 (Important Notices); andSchedule 6 (Contractor Confidential Information) of Volume 2 (Contract) |  |
|  | Signed copy of the Certificate of Canvassing | Appendix 2 |  |
|  | Signed copy of the Certificate of Non Collusive Tender | Appendix 3 |  |
|  | Price Schedule: Table A: Treatment Services | Appendix 4 |  |
|  | Service Delivery Plans answered numerically in the format set out in Appendix 5 – Tenderers must NOT submit marketing materials or generic documents (unless requested, for example, details of standard HR policies) as answers to the Service Delivery Plan questions. | Appendix 5 |  |
|  | Supplier Selection Questionnaire | Appendix 6 |  |
|  | Tender Certificate | Appendix 8 |  |
|  | Insurance Declaration | Appendix 9 |  |

1. For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/551130/List\_of\_Mandatory\_and\_Discretionary\_Exclusions.pdf [↑](#footnote-ref-1)
2. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-2)
3. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-3)
4. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-4)
5. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-5)
6. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-6)
7. [Procurement Policy Note 9/16 Modern Slavery Act 2015](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-7)