

# UK-Shrewsbury: Food, beverages, tobacco and related products.

UK-Shrewsbury: Food, beverages, tobacco and related products.

## Section I: Contracting Authority

### I.1) Name and addresses

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Contact: Procurement Manager

Main Address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

NUTS Code: UKG22

### I.2) Joint procurement

The contract involves joint procurement: Yes.

In the case of joint procurement involving different countries, state applicable national procurement law: Not provided

The contract is awarded by a central purchasing body: No.

### I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Food%2C-beverages%2C-tobacco-and-related-products./ZVA7UDCRR5>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <https://www.delta-esourcing.com/tenders/UK-title/ZVA7UDCRR5> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at: Not provided

### I.4) Type of the contracting authority

Regional or local authority

### I.5) Main activity

General public services

## Section II: Object

### II.1) Scope of the procurement

II.1.1) Title: RMCS 036 - Supply & Delivery of Greengroceries

Reference Number: RMCS 036

II.1.2) Main CPV Code:

15000000 - Food, beverages, tobacco and related products.

II.1.3) Type of contract: SUPPLIES

II.1.4) Short description: This is a contract for the supply and delivery of greengroceries to Shropshire Council establishments for an initial period of 2 years commencing on 1st August 2022 with the option to extend for a further period of 2 years plus 1 year.

II.1.5) Estimated total value:

Value excluding VAT: 1,580,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: Yes

Tenders may be submitted for: All lots

Maximum number of lots that may be awarded to one tenderer: Not provided

The contracting authority reserves the right to award contracts combining the following lots or groups of lots: Not provided

## II.2) Description

### II.2) Description Lot No. 1

II.2.1) Title: Not provided

Lot No: Lot 1 - Shropshire

II.2.2) Additional CPV codes:

15000000 - Food, beverages, tobacco and related products.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council for an initial period of 2 years commencing on 1st August 2022 with the option to extend for a further period of 2 years plus 1 year.

Greengroceries are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender. The delivery has been split into 4 lots and tenderers may tender for one or more of these lots.

The contract will consist of four lots: -

Lot 1: Shropshire

Lot 2: West Midlands

Lot 3: Hereford and Worcestershire

Lot 4: North Wales

The Council reserves the right to change, withdraw or include establishments on a temporary or permanent basis to this arrangement as necessary. Further sites may be added, and others removed during the duration of this contract dependant on operational requirements.

Tenderers can apply for one, more than one or all lots.

II.2.5) Award criteria:

Criteria below

Quality criterion - Name: Quality / Weighting: 50

Cost criterion - Name: Price / Weighting: 50

II.2.6) Estimated value:

Value excluding VAT: 1,580,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/08/2022 / End: 31/07/2024

This contract is subject to renewal: Yes

Description of renewals: This contract can be extended for a further period of 2 years plus 1 year from 1st August 2024

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: To respond to this opportunity please click here:

<https://www.delta-esourcing.com/respond/ZVA7UDCRR5>

II.2) Description Lot No. 2

II.2.1) Title: Not provided

Lot No: Lot 2 - West Midlands

II.2.2) Additional CPV codes:

15000000 - Food, beverages, tobacco and related products.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council for an initial period of 2 years commencing on 1st August 2022 with the option to extend for a further period of 2 years plus 1 year.

Greengroceries are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender. The delivery has been split into 4 lots and tenderers may tender for one or more of these lots.

The contract will consist of four lots: -

Lot 1: Shropshire

Lot 2: West Midlands

Lot 3: Hereford and Worcestershire

Lot 4: North Wales

The Council reserves the right to change, withdraw or include establishments on a temporary or permanent basis to this arrangement as necessary. Further sites may be added, and others removed during the duration of this contract dependant on operational requirements.

Tenderers can apply for one, more than one or all lots.

II.2.5) Award criteria:

Criteria below

Quality criterion - Name: Quality / Weighting: 50

Cost criterion - Name: Price / Weighting: 50

II.2.6) Estimated value:

Value excluding VAT: 1,580,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/08/2022 / End: 31/07/2024

This contract is subject to renewal: Yes

Description of renewals: This contract can be renewed after 5 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 3

II.2.1) Title: Not provided

Lot No: Lot 3 - Hereford & Worcestershire

II.2.2) Additional CPV codes:

15000000 - Food, beverages, tobacco and related products.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council for an initial period of 2 years commencing on 1st August 2022 with the option to extend for a further period of 2 years plus 1 year.

Greengroceries are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender. The delivery has been split into 4 lots and tenderers may tender for one or more of these lots.

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Lot 2: West Midlands

Lot 3: Hereford and Worcestershire

Lot 4: North Wales

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Tenderers can apply for one, more than one or all lots.



II.2.5) Award criteria:

Criteria below

Quality criterion - Name: Quality / Weighting: 50

Cost criterion - Name: Price / Weighting: 50

II.2.6) Estimated value:

Value excluding VAT: 1,580,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/08/2022 / End: 31/07/2024

This contract is subject to renewal: Yes

Description of renewals: This contract can be renewed after 5 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

II.2) Description Lot No. 4

II.2.1) Title: Not provided

Lot No: Lot 4 - North Wales

II.2.2) Additional CPV codes:

15000000 - Food, beverages, tobacco and related products.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council for an initial period of 2 years commencing on 1st August 2022 with the option to extend for a further period of 2 years plus 1 year.

Greengroceries are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender. The delivery has been split into 4 lots and tenderers may tender for one or more of these lots.

The contract will consist of four lots: -

Lot 1: Shropshire

Lot 2: West Midlands

Lot 3: Hereford and Worcestershire

Lot 4: North Wales

The Council reserves the right to change, withdraw or include establishments on a temporary or permanent basis to this arrangement as necessary. Further sites may be added, and others removed during the duration of this contract dependant on operational requirements.

Tenderers can apply for one, more than one or all lots.

II.2.5) Award criteria:

Criteria below

Quality criterion - Name: Quality / Weighting: 50

Cost criterion - Name: Price / Weighting: 50

II.2.6) Estimated value:

Value excluding VAT: 1,580,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/08/2022 / End: 31/07/2024

This contract is subject to renewal: Yes

Description of renewals: This contract can be renewed after 5 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

See tender documents

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documents

Minimum level(s) of standards possibly required (if applicable) :

See tender documents

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documents

Minimum level(s) of standards possibly required (if applicable) :

See tender documents

III.1.5) Information about reserved contracts (if applicable)

The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons: No

The execution of the contract is restricted to the framework of sheltered employment programmes: No

III.2) Conditions related to the contract

III.2.2) Contract performance conditions

See tender documents

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: No

Section IV: Procedure

IV.1) Description OPEN

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement - NO

In the case of framework agreements justification for any duration exceeding 4 years: Not Provided

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 27/06/2022 Time: 12:00

IV.2.4) Languages in which tenders or requests to participate may be submitted:

English,

IV.2.6) Minimum time frame during which the tenderer must maintain the tender: Not Provided

IV.2.7) Conditions for opening of tenders:

Date: 27/06/2022

Time: 12:00

Place:

Shirehall, Shrewsbury

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 5 years

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement. For more information about this opportunity, please visit the Delta eSourcing portal at: <https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Food%2C-beverages%2C-tobacco-and-related-products./ZVA7UDCRR5>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/ZVA7UDCRR5>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992, Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Internet address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

VI.4.2) Body responsible for mediation procedures:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Internet address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

VI.4.4) Service from which information about the lodging of appeals may be obtained:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Internet address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

VI.5) Date Of Dispatch Of This Notice: 25/05/2022

Annex A

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Purchased on behalf of other contracting authority details:

1: Contracting Authority

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Email: [prcurement@shropshire.gov.uk](mailto:prcurement@shropshire.gov.uk)

Main Address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

NUTS Code: UKG22



Dear Bidder

**RMCS 036 – SUPPLY & DELIVERY OF GREENGROCERIES  
SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Tender Response Document
2. Instructions to Tenderers & Special Terms & Conditions
3. Pricing Schedule
4. Draft Form of Agreement
5. List of Restricted Additives & Colourings
6. Site List in Lots

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 27<sup>th</sup> June 2022** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
  - **Please ensure that you allow yourself at least two hours when responding prior to the closing date and time**, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
  - **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

### Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

### Other Details

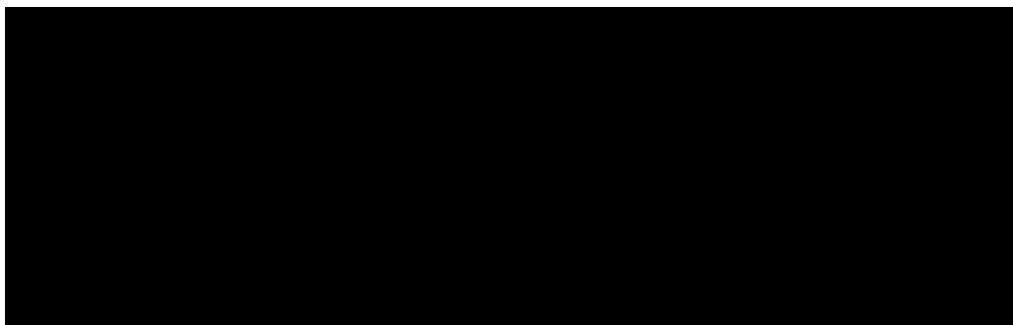
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **20<sup>th</sup> June 2022**.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at [www.shropshire.gov.uk/doing-business-with-shropshire-council](http://www.shropshire.gov.uk/doing-business-with-shropshire-council).

If you have any queries relating to this invitation to tender, please contact us through the Delta e-tendering portal.

Yours faithfully





## **INSTRUCTIONS FOR TENDERING & SPECIAL TERMS & CONDITIONS**

**RMCS 036 – SUPPLY &  
DELIVERY OF  
GREENGROCERIES**

## Shropshire Council Instructions for tendering

### **Contract Description:**

Shropshire Council for an initial period of 2 years commencing on 1<sup>st</sup> August 2022 with the option to extend for a further period of 2 years with an option to extend a further 1 year.

Greengroceries are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender. The delivery has been split into 4 lots and tenderers may tender for one or more of these lots.

The contract will consist of four lots: -

Lot 1: Shropshire

Lot 2: West Midlands

Lot 3: Hereford and Worcestershire

Lot 4: North Wales

The Council reserves the right to change, withdraw or include establishments on a temporary or permanent basis to this arrangement as necessary. Further sites may be added, and others removed during the duration of this contract dependant on operational requirements.

Tenderers can apply for one, more than one or all lots.



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## **1.0 Invitation to Tender**

- 1.1** You are invited to tender for the supply and delivery of kitchen disposables and light equipment as detailed in the Tender Response Document. The contract will be for an initial period of 2 years commencing on the 1<sup>st</sup> August 2022 with the option to extend for a further period of up to 3 years in a 2 year and 1 year extension periods.
- 1.2** Tenders are to be submitted in accordance with the Draft Form of Agreement of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

## **2.2 Terms and Conditions**

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the draft Form of Agreement and these Instructions for Tendering & Special Terms & Conditions unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the

Council, they will be required to undertake the required services.

### **3.0 Preparation of Tenders**

#### **3.1 Completing the Tender Response Document**

**3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

**3.1.2** All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) 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 the purpose.

**3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

#### **3.2 Tender Preparation and Costs**

**3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

**3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

**3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

**3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

**3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

- 3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

### **3.3 Parent Company Guarantee**

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

### **3.4 Warranty**

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

## **4.0 Tender Submission**

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 27<sup>th</sup> June 2022**.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with,

the Tender may be rejected.

- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

## **5.0 Variant Bids**

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

## **6.0 Tender Evaluation**

- 6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

**7.0 Clarifications**

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **20<sup>th</sup> June 2022**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

## **8.0 Continuation of the Procurement Process**

**8.1** The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

**8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

**8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

## **9.0 Confidentiality**

**9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

**9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

**9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

**9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:

**9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

**9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

**9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.

- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
  - 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
  - 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
  - 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

**9.7 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

**10.0 Freedom of Information**

- 10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it



clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

**11.0 Disqualification**

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
  - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
  - c) Enters into an 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
  - d) Offers or agrees to pay or give or does pay or gives 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 Tender or proposed Tender for the services any act or omission.

**11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

**11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

## **12.0 E-Procurement**

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

## **13.0 Award of Contract**

### **13.1 Award Criteria**

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

### **13.2 Award Notice**

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

### **13.3 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

## **14.0 Value of Contract**

Shropshire Council cannot give any guarantee in relation to the value of this contract

## **15.0 Acceptance**

- 15.1** Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- 15.2** The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
- 15.3** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **1<sup>st</sup> August 2022**.

## **16.0 Special Terms and Conditions**

### **16.1 Operation of Contract**

Tenderers are required to submit prices on the basis of a cost price plus an oncost. The oncost is to include **all expenses** incurred in the delivery of all ordered items to each establishment and any other costs associated with the execution of the contract. The Contractor(s) will be required to maintain the rate of oncost throughout the period of the arrangement.

For evaluation purposes, prices must be detailed in the Pricing Schedules included in section C of the tender response document. Prices to be tendered should be evidences as having been applied between 1<sup>st</sup> January- 31<sup>st</sup> January 2022 or 1<sup>st</sup> May – 31<sup>st</sup> May 2022 to account for seasonality of the product, or reasonable explanation given as to why these are not the prices detailed in the Pricing schedule. Proof of prices charged during these periods will be required in the form of invoices.

### **16.2 Acceptance of Tender**

- a) The acceptance of any tender or part of any tender, will create a Standing Offer for the contractor(s) to supply and deliver Greengroceries to the Authority in accordance with the terms and conditions contained herein the General Terms and Conditions and at the prices agreed.
- b) The Contracting Authority reserves the right to purchase goods of the type specified from other suppliers if it deems necessary.

### **16.3 Award of Contract**

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

The Contracting Authority will have the following options to award this arrangement;

- i) A single contractor to cover all requirements
- ii) Multiple contractors to cover one or more lots

This contract will be split into the following lots:

Lot	Number of Schools	Average Daily Meal numbers for lot
Shropshire	61	9,703
West Midlands	50	8,896
Hereford and Worcester	37	5,613
North Wales	3	1,875

#### **16.4 Values/Quantities**

Any values or quantities given in this Invitation to Tender are estimates and for guidance only. Approximate annual quantities are indicated within the Pricing Schedule. The products included with the Pricing Schedule are not exhaustive and other products may be required.

Contractor(s) should satisfy themselves they are able to deliver the volume of greengroceries required taking into account the number of schools and average daily meal numbers in each lot. The Contracting Authority provides menus in line with the latest Food Based Standards. More information on this can be found here:

<http://www.schoolfoodplan.com/standards>

The Contracting Authority is not bound by these estimates and there are no maximum or minimum limits to the orders that may be placed by the Contracting Authority's Distributor(s). The Contracting Authority can give no guarantees in respect of the likely values to be seen under any contract.

The Contracting Authority is not bound by these estimates and there are no maximum or minimum limits to the orders that may be placed by the Contracting Authority's Distributor(s). The Contracting Authority can give no guarantees in respect of the likely values to be seen under any contract

#### **16.5 Prices**

- a) The basis of the arrangement will be the Contractor's cost price plus "oncost".

The percentage "oncost" shall cover all costs involved in operating the contract including delivery.

**Oncost tendered must remain firm for the duration of the contract.**

Tenderers are required to submit prices for the complete range of Greengroceries detailed in Appendix A – Pricing Schedule which will form the price to be charged on each invoice. **This price should be all-inclusive and INCLUDE the oncost stated in question 1.1 but be exclusive of VAT.**

The contractor's purchase price used in the calculation for the tendered price in Appendix A – Pricing Schedule must be net of all discounts, rebates, bonuses and volume or turnover based discount or over-riders. Prices tendered will form the basis for all future prices and the Authority will require documentary proof of prices paid and supply arrangements. The products offered should where possible, be those specified in the schedule. If, however, you are unable to offer the brand specified, you may offer an equivalent branded products.

b) The tendered prices must be exclusive of VAT and must include all packing charges (including bags, cases, cans, drums and other containers).

c) The Contracting Authority reserves the right to negotiate nominated contract arrangements deemed to be desirable from time to time. These may be greater than or less than those currently negotiated by the Contracting Authority at its complete discretion.

d) The Contracting Authority reserves the right for its nominated representative to inspect the Contractor's purchasing arrangements, insurance policies, invoices, accounts and all other relevant contract documents during the month following submission of the tender and at any time during the period of the Standing Offer Arrangement.

## **16.6 Price Verification**

16.6.1 The prices quoted as at 1<sup>st</sup> July 2022 form the basis of the Arrangement but as prices may change during the lifetime of the arrangement, the procedure for price variation will be as follows:-

16.6.2 **For the supply and delivery of Greengroceries**  
Contractor(s) are required to submit copies of invoices covering the period 1<sup>st</sup> January- 31<sup>st</sup> January 2022 or 1<sup>st</sup> May – 31<sup>st</sup> May 2022 confirming the prices quoted in the pricing schedule and in response to the tender Response Document Question 1.2.

In order to verify any price movements the Contracting Authority or its representatives reserve the right to notify the Contractor of those products they wish to see invoices for and will arrange to visit the supplier prior to implementation. They may also on such visits require sight of provision invoices or any other invoices for goods supplied.

16.6.3 Tenderers are reminded that the contract price is the cost price plus the oncost quoted. **Price reductions must be passed on in the same way as price increases.** If it comes to the notice of the Contracting Authority that any price variation has not been passed on, this will be deemed sufficiently serious to justify termination of the Standing Offer Arrangement.

16.6.4 In order to verify any price movements the Contracting Authority or its representatives will notify the Contractor of those products they wish to see invoices for and will arrange to visit the supplier during the fourteen days prior to implementation. They may also on such visits require sight of provision invoices or any other invoices for

goods supplied.

### **16.7 Specification**

- a) Goods supplied shall be of satisfactory quality and be fit for the purpose for which they are to be used.
- b) Goods supplied must conform as to quantity, quality and description with the particulars stated in the Standing Offer Arrangement and the purchase order.
- c) All goods supplied must be at least to the standard specified in any appropriate British Standard Specification or British Code of Practice. Where specifications or Codes of Practice are amended during the period of offer the Contractor must supply to the new standard.
- d) All greengroceries supplied against this Standing Offer Arrangement shall, in all respects, comply with the requirements of:
  - I. The Food Safety Act 1990
  - II. The Trade Descriptions Act 1972
  - III. The Weights and Measures Act 1985
  - IV. Food Labelling Regulations 1996/1499
  - V. Food Labelling (Declaration of Allergens) (England) Regulations 2008
  - VII. Food Information (Amendment)(England Regulations 2020)
  - VIII. The Meat Products (England) Regulations 2003
  - IX. The Quick Frozen Foodstuffs (England) Regulations 2007
  - X. The Food Safety (General Food Hygiene) Regulations 2005
  - XI. The Materials and Articles in Contact with Food (England) Regulations 2012
  - XII. The General Food Law (Amendment)(EU Exit) Regulations 2019

and any other consumer legislation applicable (and any other enactments or regulations made under or kept in being by the above Acts) relating to greengroceries as if such products were for retail sale. Products must comply with all legislation relating to composition, standards, labelling and advertising of food.

- e) The Contracting Authority reserves the right to prohibit any foodstuff or ingredient which they consider to be detrimental to health.
- f) All fruit and vegetables supplied under this contract must be of a consistent quality and appearance. In the case of apples, bananas and pears, as a guide, there should be no less than 4 items to 454gm (1 lb).
- g) *The Department for the Environment, Food and Rural Affairs (DEFRA) and The Food Standard Agency (FSA) are responsible for the enforcement of EU Grading and Marketing Regulations relating to fresh fruit and vegetables. They act under powers conferred on them by the Agriculture and Horticulture Act 1964 and the Horticultural Produce Act 1986. The Contractor(s) is responsible for ensuring that the condition of the*

*produce remains within the Class One provisions whilst in their possession and during delivery to the individual establishment.*

*Produce which fails to comply with these standards will be rejected (See Clauses 16.23).*

- h) All potatoes supplied under this contract shall be WARE grade and supplied in accordance with the Agriculture and Horticulture Development Board (AHDB) current grading standards prescription, together with any subsequent amendment. All potatoes supplied shall be white.
- i) Eggs shall be Class A size 4. The eggs supplied under this standing order arrangement must be from Free Range hens and carry the Lion 'best before' stamp
- j) All products that are prepacked for direct sale must be fully labelled with the ingredient list and allergens in bold as required by the Food Information (Amendment)(England Regulations 2020)
- k) Contractor is required to provide specifications for all products including allergen information in a format specified by the Contracting Authority. The Contractor is also required to ensure that any changes to allergens are updated and communicated to the Contracting Authority immediately in the format specified.

#### **16.8 Variation of Specification**

The Contractor shall not alter the specification of any goods, except as directed in writing by the Contracting Authority but the Contracting Authority has the right, from time to time, during the execution of the Standing Offer Arrangements by notice in writing to direct the Contractor to add or omit, or otherwise vary, the goods and the Contractor shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the original Standing Offer Arrangement.

Where the Contractor receives any such direction from the Contracting Authority which would occasion an amendment to the Standing Offer price, the Contractor shall, with all possible speed, advise the Contracting Authority in writing to that effect giving the amount of any such amendments, ascertained and determined at the same level of pricing as that contained in the Contractor's tender.

If, in the opinion of the Contractor, any such direction is likely to prevent the Contractor from fulfilling any of his obligations under the Standing Offer Arrangement, he shall notify the Contracting Authority and the Contracting Authority shall decide with all possible speed, whether or not the same shall be carried out and shall confirm his instructions in writing and modify the said obligations to such an extent as may be justified. Until the Contracting Authority so confirm their instructions they shall be deemed to have not been given.

#### **16.9 Additives**

The products supplied must be free of the synthetic colours/additives contained in the list that has been uploaded separately.

#### **16.10 Genetically Modified Foods**

All goods supplied under this arrangement must not be genetically modified. A written assurance must be given to this effect.

In addition, the foodstuffs (or their constituents) must comply with the Novel Foods and Novel Food Ingredients Regulations 1997, and also EC Regulations No 248/97 and 1139/98.

#### **16.11 Irradiation**

Where the Contractor(s) proposes to supply foodstuffs (or their constituents) which have been subject to ionising radiation this must be notified in writing to the Contracting Authority and their specific written approval obtained prior to supply.

#### **16.12 Quality Assurance**

The Contractor(s) shall establish and maintain an adequate documented quality system as a means to demonstrate his continuing ability to meet the contract specifications.

The Contractor will also co-operate fully at all times with Public Protection or any other nominated representative of the Contracting Authority by allowing them access to all relevant information and personnel to enable them to undertake periodic audits of their Quality Standard Mark.

#### **16.13 Samples**

The Contracting Authority (or a nominated representative) may ask for samples from the range of tendered products, for testing evaluation and analysis. The results of such an analysis, evaluation etc were the tender to be accepted, would act as a basis of the contract to which all future supplies must comply.

Samples may be called for at regular intervals during the contract period, and these are to be provided free of charge.

#### **16.14 Analysis**

The Contracting Authority will be at liberty to apply any tests or cause any analyses to be made for the purpose of ascertaining the quality of greengroceries being supplied. Should the result of such test or analyses indicate that the greengroceries are not equal to the standard specified, the charges for such tests or analyses shall be met by the Contractor(s)

The Contractor will also co-operate fully with the Contracting Authority (or their nominated representative) by allowing them access to their premises, and, whilst there, allowing them access to any relevant other documentation and process procedures, and also the freedom to take any samples required to ascertain that products comply with all relevant regulations and conditions of contract. The Contractor must ensure that these facilities are available whether the Contractor is the manufacturer of the product supplied or not.



### **16.15 Inspection of Goods & Services**

16.15.1 The Contractor(s) will allow the Contracting Authority, any of their staff and appropriate personnel to inspect any delivery ticket and to check the quality and/or quantity of greengroceries at the premises of the Contractor(s), before despatch, during transit or at the place of delivery. The Contractor(s), his agents and servants shall give the Contracting Authority and their staff all reasonable assistance to enable them to check the quantity and/or quality of the greengroceries or to inspect the Contractor(s)' premises.

16.15.2 The Contracting Authority may submit samples of the goods to a public analyst or to a recognised testing house for examination. If the goods submitted are certified not to be of the quality or specification ordered, the Contracting Authority may reject the whole consignment from which the samples were taken. In addition, samples may be taken in the manner prescribed by the Food Safety Act 1990 by the Trading Standards Service.

The rights of the Contracting Authority under the Standing Offer Arrangement will not be prejudiced if analyses or tests are not carried out.

### **16.16 Orders**

- (a) The Contractor will be required to provide a confirmed Product list (PLOF) for use by the Authority. These will list the items agreed by the Contracting Authority in consultations with representatives in the Authority's user departments. A separate price list will be made available to indicate the range of additional items that may be ordered by establishment only with express permission from the Head of Service or Operations Manager.
- (b) The Contracting Authority may place orders for the supply of goods at the terms agreed at any time during the period of offer and the placing of each order constitutes an acceptance of the Standing Offer and thus creates a contract for the supply of those items so ordered.
- (c) The Contractor may be required to introduce a system of electronic invoicing during the lifetime of the arrangement. Any such system will be in accordance with a format/procedure determined by the Authority and at no cost to the Authority.
- (d) The Contracting Authority will not hold itself responsible or be liable for payment for goods unless requisitioned by an official order signed by an authorised officer of that Authority. In the case of any emergency the Contractor will supply on the oral instruction given on behalf of the Authority which will be confirmed by the Authority on an official order. If the Contractor does not receive such confirmation within two days he should notify the appropriate Head of Service or establishment.

### **16.17 Storage and Delivery**

- (a) Upon receipt of official orders from the Contracting Authority, the Contractor will supply and deliver the goods required in accordance with the agreed prices and conditions. The Contractor must, at all times, comply with any statutory requirements in force at that time.
- (b) Deliveries must be made fully in accordance with the requirements of the Contracting Authority. All vehicles used for the delivery of services should conform to Euro IV emission standards or be a low emission vehicle (as defined by exemption from the London congestion charge). Use of pre Euro and Euro I, II & III vehicles will not be acceptable in any circumstances.
- (c) Shropshire is a rural, sparsely populated county with some schools accessible by narrow country lanes only which can be difficult to navigate for an inappropriate vehicle. All tenderers must ensure they have a fleet which can ensure delivery to sites within the stipulated timescales regardless of location or frequency.
- (d) All deliveries must be made in a vehicle that complies with The Food Safety (General Food Hygiene) Regulations 2013 and any subsequent amendments.
- (e) The Contractor will exercise due care and attention when making deliveries to the Contracting Authority. Where possible, all delivery vehicles should be fitted with reverse warning hooters, and drivers must ensure the highest standards of safety during deliveries.
- (f) Deliveries may be required weekly or twice weekly depending on each sites requirements.

**Deliveries to school kitchens must be made from Mondays to Fridays between the hours of 9.00 am and 2.00 pm. No deliveries outside these hours will be permitted unless agreed with the Authority where local arrangements are put in place.**

Deliveries to other establishments will be required to be made on Mondays to Fridays at times agreed with a responsible officer at each establishment.

Most school kitchens will only normally require deliveries during term times (approximately forty weeks per year) but occasional deliveries during school holidays may be required.

Some school kitchens and other establishments may require a delivery service for the full 52 weeks of the year.

- (g) The goods ordered are to be delivered free of charge at the risk of the Contractor, to the delivery point(s) specified in the purchase order. The goods must be off loaded by the Contractor and placed in position as directed. If goods are incorrectly delivered, the Contractor will be held responsible for any additional expense incurred in delivering the goods to their correct destination.

**Important - No alternative products should be substituted without the prior written approval of the Authority's representative.**

**If, for any reason, the Contractor fails to deliver to individual establishments on the scheduled delivery day, the Contractor must deliver the goods on the next working day.**

- (h) The Contracting Authority disclaim all responsibility for the security of goods delivered and left on the premises of the Authority by the Contractor. Goods must not be left unattended and the delivery driver must obtain a signature from the Authority's authorised representative.
- (i) The risk on the goods will remain with the Contractor until the goods are delivered and accepted. Notwithstanding, any receipt issued, the goods will not be deemed to have been accepted until the Authority's representative has had a reasonable opportunity to examine them.
- (j) The maximum weight of any individual packaged products eg potatoes, carrots shall not exceed 12.5kg in order for the Contracting Authority to meet Health & Safety Legislation requirements.
- (k) If the Contractor requires the return of any container in which the goods are delivered, the Contractor will clearly indicate the requirement on the container, delivery note and invoice. All containers, basket and trays etc used by the supplier in the performance of the contract shall be capable of being sterilised before re-use where appropriate and shall be kept in a clean state to prevent the risk of contamination of the goods being supplied.  
Containers will be returned by the Authority only at the Contractor's expense. There will be no liability on the part of the Authority for any loss of, or damage to, containers and it will be the Contractor's responsibility to remove all containers on subsequent deliveries.
- (l) For the purpose of this contract all deliveries made will be deemed to be retail sales.
- (m) The personal hygiene of the driver must be of the highest standard and clean protective clothing must be worn. This should be managed and monitored on a daily basis by the Contractor. Smoking will not be permitted during the actual delivery. The vehicle interior shall be maintained in a clean hygienic condition as should all the storage equipment used in the vehicle. The Contractor shall ensure that the interior is cleaned daily.

All contractor's personnel entering an establishment, must be easily identifiable by way of an identity badge showing their name, photograph and which company they represent.

#### **16.18 Delivery Notes**

All supplies of greengroceries made to individual establishments against this

contract must be accompanied by a delivery note from the supplier stating (as appropriate):

THE CONTRACTOR'S NAME AND ADDRESS  
THE DELIVERY POINT ADDRESS  
THE PURCHASE ORDER NUMBER  
THE DATE OF DELIVERY  
THE CORRECT DESCRIPTION OF THE GOODS BEING SUPPLIED  
INCLUDING  
THE NUMBER OR WEIGHT OF EACH ITEM

One copy of the delivery note is to be retained by the representative of the Authority, authorised to accept delivery. The other copy is to be signed and returned to the Contractor by the said representative.

#### **16.19 Packaging**

All food products must be packaged and wrapped sufficiently to protect the product from damage and contamination during storage and delivery. Where a manufacturer has recommended a particular storage method, this shall be adhered to by the Contractor. All packaging in contact with food is to comply with The Materials and Articles in Contact with Food (England) Regulations 2012.

Damaged or broken packaging of food will not be accepted. All prepared products must comply with the Food Labelling Regulations 1996/1499 and Food Labelling (Declaration of Allergens) (England) Regulations 2008 as amended, and, if not already included, must have the particular specified in Regulation (5) of these Regulations printed on the packaging together with an indication of quantity in accordance with the current Weights & Measures Legislation.

#### **16.20 Fresh Seasonal or Organic Produce**

Shropshire Council is working in partnership with farming agencies in order to identify ways in which an increase in the amount of fresh seasonal or organic produce used in schools can be achieved. As such, from time to time a number of schools identified to pilot different approaches may purchase some produce from elsewhere. The volume of this change will not exceed 10% of the total number of sites within the contract. Other factors beyond the Contracting Authority control may reduce or increase the number of delivery points to be serviced during the life of the contract.

If the Contractor(s) fails to deliver the goods on time or if he fails to comply with any of the Terms and Conditions relating to the Standing Offer Arrangement, the Contracting Authorities will be entitled to purchase elsewhere. The Contractor(s) may offer alternative goods but only after discussion and permission from the Contracting Authority. Any additional costs incurred by the Contracting Authority over the agreed price will be repaid by the Contractor(s) without prejudice to any other action that may be taken.

The Contracting Authority reserves the right to withdraw or include delivery points from this arrangement as required on a temporary or permanent basis.

## **16.21 Payment**

### **(a) School Kitchens**

Payment in respect of deliveries to school kitchens may be made to the Contractor by electronic payment system, with payment being made by the Contracting Authority within 7 days if an electronic payment system is implemented. This electronic payment will be made under a format/procedure which is acceptable to the Contracting Authority. Tenderers are required to submit their detailed proposals within the tender response document.

The Contractor will be required to offer an extra discount to the Contracting Authority for payment ahead of the Contractor's normal trading terms on the implementation of a direct billing system.

The processing of credit notes will also be included in this electronic payment system.

### **(b) Other Establishments**

Payment in respect of deliveries to other establishments will be made in accordance with the following, although during the lifetime of the arrangement it is possible that they may also wish to make payment by electronic payment as detailed in a) above.

- **Invoices**

An invoice bearing the same information as the delivery note, together with all prices calculated and totalled, must be sent with the goods direct to the individual establishment/delivery point when the goods are delivered.

Payment of the invoices will be due at the end of the next complete calendar month following date of delivery, or as otherwise agreed by the Authority and the Contractor.

- **Credit Notes**

In the event of non-delivery of goods identified as damaged at the time of receipt, or not delivered for any other reason, the driver will be required to issue an instant credit note in respect of the items concerned. This procedure will ensure that no delay in payment occurs whilst awaiting credit.

## **16.22 Information to be supplied**

The Contractor will supply the following information:

- (a) Data on at least quarterly basis of all products purchased by the individual Authority showing the quantity and value for both in that year both for individual items and in total.
- (b) The Authority reserves the right to request the above information for any time frame at any frequency (should this be required) giving details

of products delivered to individual establishments using the arrangement.

This information should be presented throughout the period of the contract, in a format which is acceptable to Shropshire Council.

Should the Contractor fail to provide the required usage information, the Contractor will be deemed to be in breach of contract. It is considered that such a breach will be sufficient for the contract to be terminated.

- (c) There may be requirements during the period of the Standing Offer Arrangement for the Contractor to provide other statistical information relevant to the operation of this contract.
- (d) Sufficient copies of any or all of the above information may be required from the Contractor for circulation to user Authority.
- (e) All data relevant to Allergen management on a quarterly basis as a minimum, and to be updated as changes occur on products supplied by the Contractor.

#### **16.23 Rejection of Goods**

- (a) The Contracting Authority or its representatives have the power to reject any goods if in their opinion, the Contractor has not complied with all Terms and Conditions relating to the Standing Offer Arrangement.
- (b) Where possible notice of rejection will be given on the day of delivery, by any means considered appropriate by the Contracting Authority.
- (c) In the event of rejection the Contractor will:
  - (i) immediately replace the goods with those of the required quality/specification;
  - (ii) remove the rejected goods at the Contractor's own expense within 7 days of rejection.

Any rejected goods which have not been removed within 7 days will be disposed of by the Contracting Authority and the Contractor will be charged with all expenses incurred. The Contracting Authority will not be liable for any loss or expenses suffered by the Contractor as a result of disposal. Any replacement or removal of goods shall not prejudice any other action that the Contracting Authority may take.

#### **16.24 Power to Purchase Elsewhere**

If the Contractor fails to deliver the goods on time or if he fails to comply with any of the Terms and Conditions relating to the Standing Offer Arrangement, the Contracting Authority will be entitled to purchase elsewhere. The Contractor may offer alternative goods after discussion with the Contracting Authority. Any additional costs incurred by the Contracting Authority over the agreed price will be repaid by the Contractor without prejudice to any other action that may be taken.

#### **16.25 Establishment Listing**

- (a) The Authority reserves the right to withdraw or include any establishments either on a temporary or permanent basis to this arrangement as necessary.
- (b) Details of establishments covered by the standing offer arrangement are detailed on the Schedule of Delivery Points and are correct at the present time, but may alter to take account of any changes and other legislation which may occur during the lifetime of the standing offer arrangement

#### **16.26 Delegation**

The Contractor shall not delegate the whole or part of this Standing Offer Arrangement to any other person or company without the prior approval of the Contracting Authority.

#### **16.27 Counter Inflation Legislation**

It is a requirement that the Contractor shall not breach any Counter Inflation and/or Price Legislation in force at the time.

#### **16.28 Sustainability**

The contractor will at all times use their best endeavours to assist the Contracting Authority and operate themselves in a manner which meets the aims and objectives set out in the sustainable policies of Shropshire Council, copies of which are available on the Council's website.

#### **16.29 Extension of Arrangement**

Subject to satisfactory service being received, this standing offer arrangement shall apply for a period of up to 2 years. The Contracting Authority reserves the right to extend the arrangement at their total discretion for a further period of up to 2 years, and once this period has ended discretion to extend for a further 1 year..

### **17.0 Payment Terms**

**Tenderers should particularly note** that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

### **18.0 Liability of Council**

**18.1** The Council does not bind himself to accept the lowest or any tender.

**18.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have

drawn or will draw from any pre-tender discussions.

**18.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

**18.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

**18.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

**19.0** The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

**20.0** **Declaration**

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

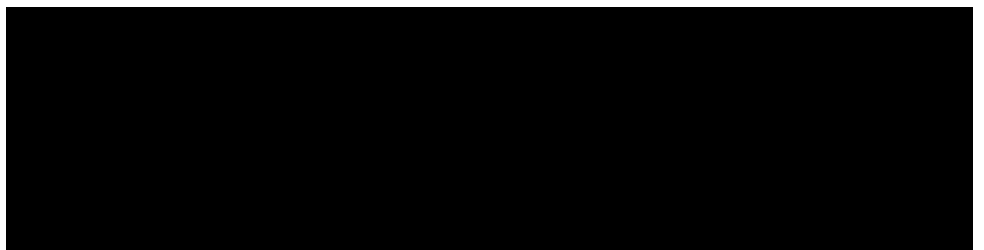




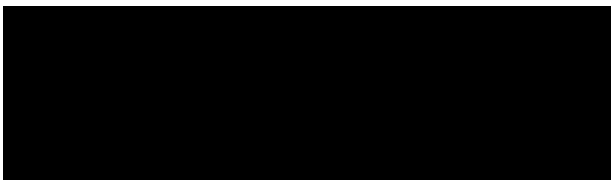
# **Tender Response Document**

## **RMCS 036 – SUPPLY & DELIVERY OF GREENGROCERIES**

Name of TENDERING  
ORGANISATION  
(please insert)



Please also add your company name to the footer of each page of the returned document





## Shropshire Council Tender Response Document

### **Contract Description/Specification:**

Shropshire Council for an initial period of 2 years commencing on 1<sup>st</sup> August 2022 with the option to extend for a further period of 2 years plus 1 year.

Greengroceries are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender. The delivery has been split into 4 lots and tenderers may tender for one or more of these lots.

The contract will consist of four lots: -

Lot 1: Shropshire


Lot 2: West Midlands

Lot 3: Hereford and Worcestershire

Lot 4: North Wales

The Council reserves the right to change, withdraw or include establishments on a temporary or permanent basis to this arrangement as necessary. Further sites may be added, and others removed during the duration of this contract dependant on operational requirements.

Tenderers can apply for one, more than one or all lots.



### **Instructions for the completion of this document**

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) 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 the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Part 1 Question 1.1 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany your tender response.

### **Contents**

Section	Description	Page
A1	Form of Tender	10
A2	Non-Canvassing Certificate	11
A3	Non-Collusive Tendering Certificate	12
A4	Declaration of Connection with Officers or Elected Members of the Council	13
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B Part 1	Supplier Information– For information only	14
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	20
B Part 2 Section 3	Grounds for Discretionary Exclusion	23
Section C	Tender, Pricing and Social Value Schedule	30

### **Evaluation Criteria**

Tenders will be evaluated on the answers provided in this 'Tender Response Document'. The following criteria is made up of 'pass/fail' (selection criteria) questions and 'weighted marked' (award criteria) questions and shows how each section is to be marked.

### **Selection Criteria Pass/Fail Questions (Section B)**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion
Section B Part 2 Section 3 – 8	Question 2.5 – Vehicles (Mandatory Requirement)
Site Visit	Food Hygiene & Safety (Mandatory Requirement)

In relation to discretionary exclusion grounds (section B part 3):-

Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.



### **Award Criteria – Weighted Marked Questions**

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

<b>Section / Question No.</b>	<b>Award Criteria</b>	<b>Weighting / Max Marks Available</b>
<b>Price 50% (500 marks)</b>		
Section C / Q 1.1	On-cost	40 marks
Section C / Q 1.2	Settlement Terms	20 marks
Section C / Q 1.3	Delivery Cost/Min Order	20 marks
Section C / Q 1.4	Price Firm Period	20 marks
Section C / Q 1.5	Pricing Schedule	400 marks
<b>Total for price</b>		<b>500 max marks</b>
<b>Quality 40% (400 marks)</b>		
Section C / Q 2.1	Added Value	60 marks
Section C / Q 2.2	Managing Client Relationship	30 marks
Section C / Q 2.3	Product Purchasing	30 marks
Section C / Q 2.4	Allergen management	30 marks
Section C / Q 2.5	Ordering Methods	40 marks
Section C / Q 2.6	Ordering Timescales	30 marks
Section C / Q 2.7	Mobilisation	20 marks
Section C / Q 2.8	Payment System	20 marks
Section C / Q 2.9	Distribution (location)	30 marks
Section C / Q 2.10	Distribution (vehicles)	10 marks
Section C / Q 2.11	Delivery Fleet	40 marks
Section C / Q 2.12	Quality Control	30 marks
Section C / Q 2.13	Complaints Procedure	30 marks
<b>Total for quality</b>		<b>400 max marks</b>
<b>Social Value 10% (100 marks)</b>		
Section C / Q 3.1	Social Value proposals	10 max marks
<b>Total for Social Value</b>		<b>100 max marks</b>
<p><b>After the above criteria has been marked, a maximum of 2 bids from each lot will then be selected to have a site visit undertaken.</b></p> <p><b>Tenderers will be given additional marks from the 60 marks shown below. This will then be added to the tenderers scores for quality and price shown above to calculate a final score</b></p>		
Separate Assessment	<b>Site Visit:</b>  <b>Food Hygiene and Safety:</b> <ul style="list-style-type: none"> <li>How hygienically the food is handled</li> </ul>	Mandatory Pass / Fail

	<ul style="list-style-type: none"> <li>• How it is prepared, stored, packaged and delivered also personal hygiene</li> </ul> <p><b>Premise Structure and Cleaning</b></p> <ul style="list-style-type: none"> <li>• The condition of the structure of the buildings</li> <li>• The cleanliness, layout, lighting, ventilation, pest control and other facilities</li> </ul> <p><b>Management &amp; Control</b></p> <ul style="list-style-type: none"> <li>• How the business manages what it does to make sure food is safe and so that Shire Services can be confident standards will be maintained in the future</li> </ul>	<p>2 / 20 marks</p> <p>4 / 40 max marks</p>
<b>Total for quality</b>		<b>60 max marks</b>

Shropshire Council is committed to securing Social Value through all its procurement activity. By requiring contractors to deliver Social Value we will improve social, economic and environmental outcomes for Shropshire and beyond. Our Social Value Framework sets how the Council's priorities can be met by a range of Social Value measures  
<https://www.shropshire.gov.uk/social-value/>





### Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
<b>Excellent</b>	<b>10</b>	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>9</b>	
<b>Good</b>	<b>8</b>	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	<b>5</b>	
<b>Minor Reservations</b>	<b>4</b>	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.



The tender receiving the highest initial mark for Quality Criteria overall will receive the full 400 marks available for Quality. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

### **Price Evaluation and scoring**

#### **Price Q1.1**

This will be evaluated by using a 0-10 marking scheme. The lower the on cost tendered the higher the mark will be allocated.

#### **Price Q1.2**

This will be evaluated by using the 0-10 marking scheme. The higher percentage tendered, the higher the mark will be allocated.

#### **Price Q1.3**

This will be evaluated by using the 0-10 marking scheme, the lower the delivery cost and minimum order value tendered the higher the mark will be allocated.

#### **Price Q1.4**

This will be evaluated by using the 0-10 marking scheme described on page 6, the longer the price firm given the higher the mark will be allocated

#### **Price Q1.5**

**This will be evaluated by using the total costs per quantity noted tendered in Section C, question 1.5 'Pricing Schedule' multiplied by the approximate annual usage (based on the usage information contained in the pricing schedule) and totalled to give an overall basket cost.** The most competitively priced tender will receive the maximum mark for price being **400. Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

If Bidders are providing costs for different pack sizes to those stated that they **MUST** provide a unit cost for the pack size stated within the pricing schedule rather than their own pack size.

**You must provide a price against all products listed on the pricing schedule – if you fail to provide a price for any of the products the highest tendered price received for that product will be inserted and used for evaluation purposes.**

**The Authority reserves the right to reject any organisation from the tender exercise where the tenderer fails to provide prices for the majority of items within the product list**

**Final scores for Price, Quality and Site Visits for each lot will be added together to give the final overall score. The tenderer receiving the highest mark overall for each lot will be awarded the tender for that lot.**

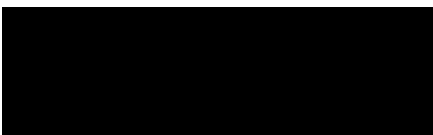
### **Social Value Evaluation and Scoring**





Proposals for delivery of Social Value in accordance with Shropshire Council's Social Value Framework will be scored using the scoring scheme applied to responses in the 'Quality' section of this tender response. Where we have not set out any particular measures for you to consider we will take into account the nature and proportionality of your Social Value commitment in relation to this contract. Where we have set out measures for you to consider we will take into account the extent to which your response meets these particular requirements.

**The tender receiving the highest initial mark for Social Value overall will receive the full 100 marks available for Social Value. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Social Value overall.**



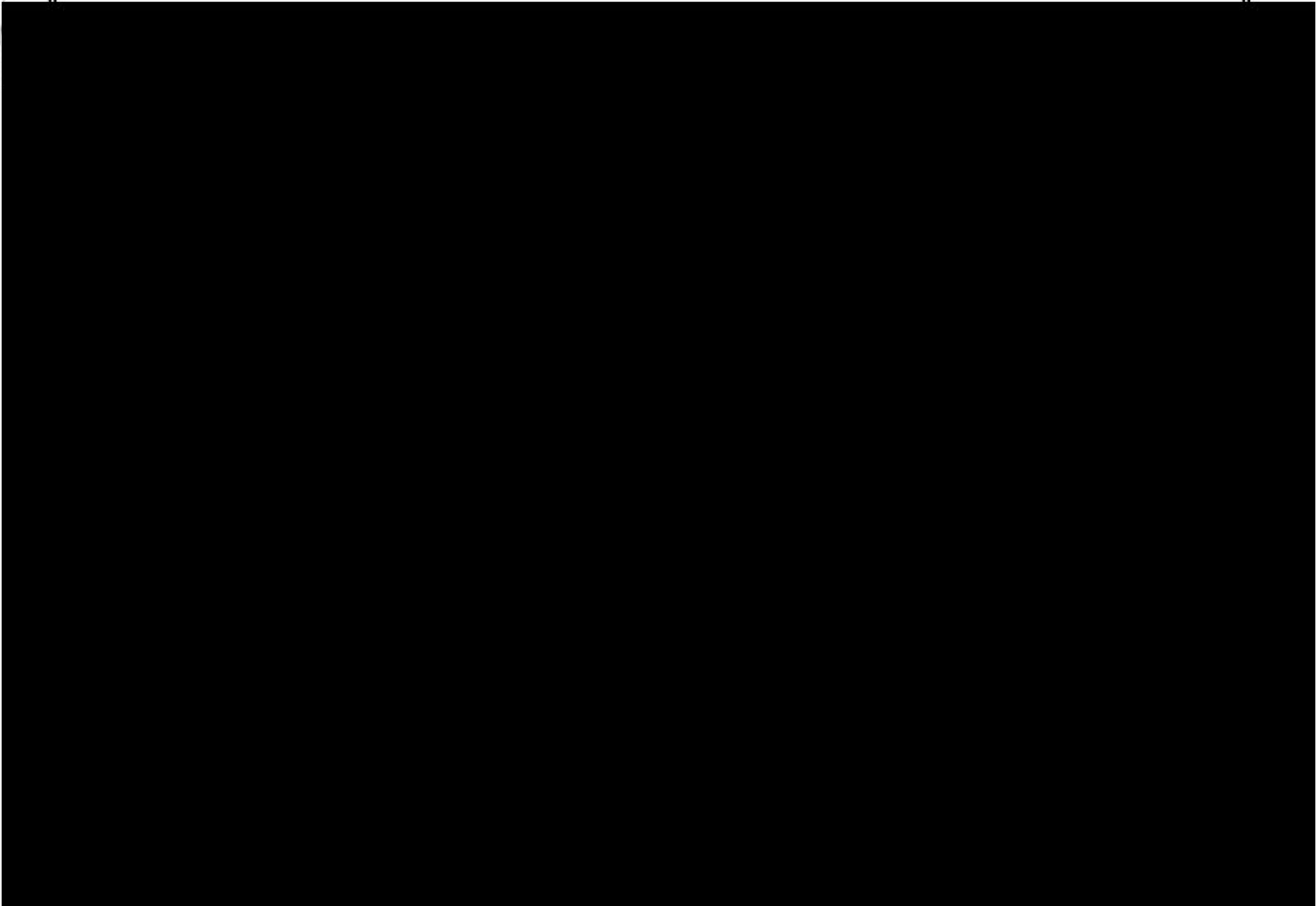
**Section A:**  
**1. Form of Tender**

Form of Tender

**Shropshire Council**

Tender for RMCS 036 – Supply and Delivery of Greengroceries

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the supply and delivery of greengroceries at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.



**Section A:**  
**2. Non – Canvassing Certificate**

Non-Canvassing Certificate

**To: Shropshire Council (hereinafter called “the 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 this 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 this 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.



Non-collusive Tendering Certificate

**To: Shropshire Council (hereinafter called “the Council”)**

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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:-

- (a) communicating to a person other than the Council 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 for insurance); or
- (b) entering 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
- (c) offering or agreeing to pay or give or paying 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.

#### 4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

If yes, please give details:

Name	Relationship

**Please note:**

*This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.*

## **SECTION B**

### **Standard Selection Questionnaire**

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

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. 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). 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](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

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.

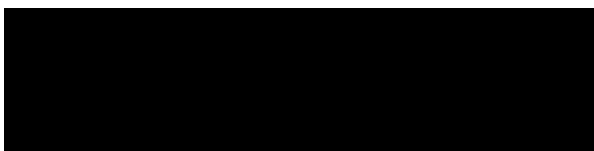
#### **Supplier Selection Questions: Part 3**

This document provides 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.

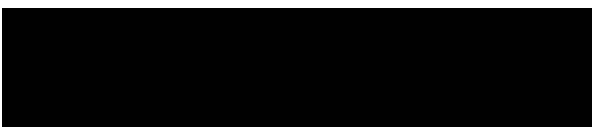


## Notes for completion

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. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors. All sub-contractors are required to complete Part 1 and Part 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.

<sup>1</sup> See PCR 2015 regulations 71 (8)-(9)





## 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 a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) 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?	
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?	
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) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>2</sup> ?
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>3</sup> - 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. (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.

<sup>2</sup> See EU definition of SME - [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

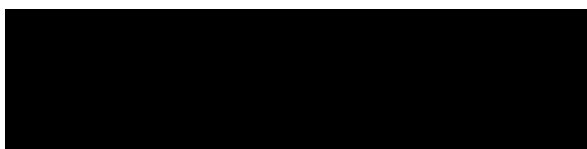
<sup>3</sup> UK companies, Societates Europaeae (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

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?																																																																
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?																																																																
1.2(b) - (ii)	<p>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.</p> <table border="1"> <tr> <td>Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The approximate % of contractual obligations assigned to each sub-contractor</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					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					
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#### 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

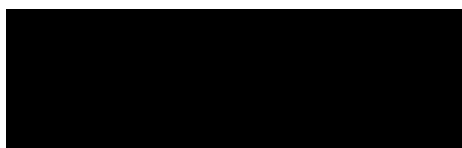


Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b>  The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), 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.</p>	
	Participation in a criminal organisation.	
	Corruption.	
	Fraud.	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
2.1(b)	<p>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 convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	<p>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)</p>	
2.3(a)	<p><b>Regulation 57(3)</b></p>	



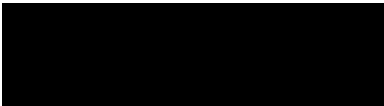
	Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
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.	
2.4	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	
2.4(a)	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> <li>○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);</li> <li>○ to maintain records of personal data processing activities; and</li> <li>○ to regularly test, assess and evaluate the effectiveness of the above measures.</li> </ul>	



2.5	Please confirm that all vehicles used for delivery will have separate appropriate temperature controlled areas for storing ambient and chilled items contained within the pricing schedule.
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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 number	Question	Response
	<p><b>Regulation 57 (8)</b>  The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>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.</p>	
3.1(a)	Breach of environmental obligations?	
3.1(b)	Breach of social obligations?	
3.1(c)	Breach of labour law obligations?	
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?	
3.1(e)	Guilty of grave professional misconduct?	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	
3.1(h)	Been involved in the preparation of the procurement procedure?	
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?	
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3.1(j)	Please answer the following statements	
3.1(j) - (i)	The 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.	
3.1(j) - (ii)	The organisation has withheld such information.	
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	
3.1(j)-(iv)	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.	

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	
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Section 4	Economic and Financial Standing	
Question number	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 <b>one</b> of the following: answer with Y/N in the relevant box.	
	(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.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	





	(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).	
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.	

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?	
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	

Section 6	<b>Technical and Professional Ability</b>	
6.1	<p><b>Relevant experience and contract examples</b></p> <p>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.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>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).</p> <p>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.</p>	



	If you cannot provide examples see question 6.3
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6.2	<p>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)</p> <p>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)</p>
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6.3	<p>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.</p>
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Section 7	<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</b>
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?

## 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
	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:
	<p>Employer's (Compulsory) Liability Insurance = £5,Million</p> <p>Public Liability Insurance = £5Million</p> <p>Product Liability Insurance = £ 2 million</p> <p>*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.</p>

8.2	<b>Skills and Apprentices 4 –</b>
a.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?

### 8.3 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.	
1.	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)?
2.	<p>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?</p> <p>If you have answered “yes” to one or both of the questions in this module, 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.</p> <p>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.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?

### 8.4 – Environmental Management

1.	<p>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)?</p> <p>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.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>
2.	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?

### 8.5 – Health & Safety



1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?

## 8.6 Climate Impact / Carbon Reduction Plans

The Council has declared a climate emergency and is committed to achieving 'net-zero' carbon impact by 2030. Procured goods, works and services make up a significant proportion of the Council's total carbon footprint. It is therefore important that all contractors take steps to understand the carbon impact of the goods, works or services they provide and are able to set out how they will work with the Council to help us achieve 'net-zero'.

1.	<p>Please certify if your organisation has a Carbon Reduction / Climate Impact / Environmental Policy or Plan that aims to reduce your carbon footprint over the term of this contract.</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit a copy of your policy or plan.</p>
2.	<p>Does your organisation use a recognised tool to generate Climate Impact Statements and report the climate impact of your operations?</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit details of the reporting tool you use and any outputs from it.</p>
3.	<p>Is your organisation certified or accredited under any recognised framework (eg Carbon Trust or Planet Mark or equivalent)?</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit a copy of your latest certification / accreditation.</p> <p>If your answer to this question was "No" please say whether you plan to achieve certification / accreditation under a recognised framework in future.</p>













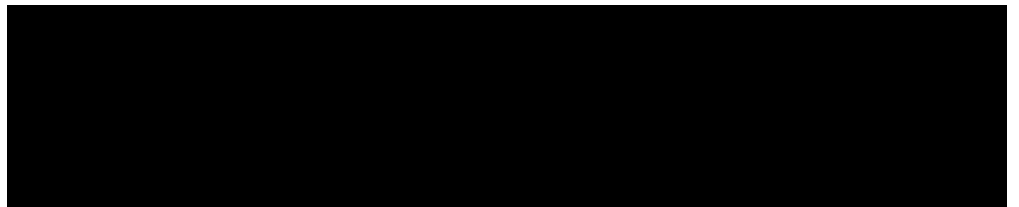




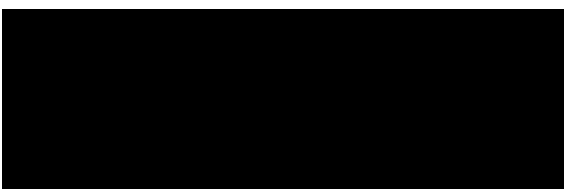
# **Tender Response Document**

## **RMCS 036 – SUPPLY & DELIVERY OF GREENGROCERIES**

Name of TENDERING  
ORGANISATION  
(please insert)



Please also add your company name to the footer of each page of the returned document





## Shropshire Council Tender Response Document

### **Contract Description/Specification:**

Shropshire Council for an initial period of 2 years commencing on 1<sup>st</sup> August 2022 with the option to extend for a further period of 2 years plus 1 year.

Greengroceries are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender. The delivery has been split into 4 lots and tenderers may tender for one or more of these lots.

The contract will consist of four lots: -

Lot 1: Shropshire

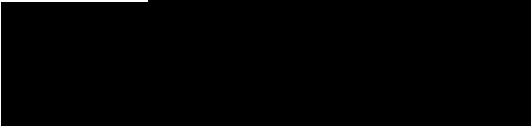
Lot 2: West Midlands

Lot 3: Hereford and Worcestershire

Lot 4: North Wales

The Council reserves the right to change, withdraw or include establishments on a temporary or permanent basis to this arrangement as necessary. Further sites may be added, and others removed during the duration of this contract dependant on operational requirements.

Tenderers can apply for one, more than one or all lots.



### **Instructions for the completion of this document**

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) 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 the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Part 1 Question 1.1 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany your tender response.

### **Contents**

Section	Description	Page
A1	Form of Tender	10
A2	Non-Canvassing Certificate	11
A3	Non-Collusive Tendering Certificate	12
A4	Declaration of Connection with Officers or Elected Members of the Council	13
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B Part 1	Supplier Information– For information only	14
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	20
B Part 2 Section 3	Grounds for Discretionary Exclusion	23
Section C	Tender, Pricing and Social Value Schedule	30

### **Evaluation Criteria**

Tenders will be evaluated on the answers provided in this 'Tender Response Document'. The following criteria is made up of 'pass/fail' (selection criteria) questions and 'weighted marked' (award criteria) questions and shows how each section is to be marked.

### **Selection Criteria Pass/Fail Questions (Section B)**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion
Section B Part 2 Section 3 – 8	Question 2.5 – Vehicles (Mandatory Requirement)
Site Visit	Food Hygiene & Safety (Mandatory Requirement)

In relation to discretionary exclusion grounds (section B part 3):-

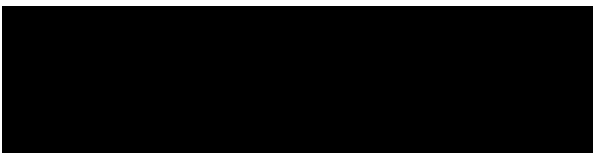
Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.



### **Award Criteria – Weighted Marked Questions**

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

<b>Section / Question No.</b>	<b>Award Criteria</b>	<b>Weighting / Max Marks Available</b>
<b>Price 50% (500 marks)</b>		
Section C / Q 1.1	On-cost	40 marks
Section C / Q 1.2	Settlement Terms	20 marks
Section C / Q 1.3	Delivery Cost/Min Order	20 marks
Section C / Q 1.4	Price Firm Period	20 marks
Section C / Q 1.5	Pricing Schedule	400 marks
<b>Total for price</b>		<b>500 max marks</b>
<b>Quality 40% (400 marks)</b>		
Section C / Q 2.1	Added Value	60 marks
Section C / Q 2.2	Managing Client Relationship	30 marks
Section C / Q 2.3	Product Purchasing	30 marks
Section C / Q 2.4	Allergen management	30 marks
Section C / Q 2.5	Ordering Methods	40 marks
Section C / Q 2.6	Ordering Timescales	30 marks
Section C / Q 2.7	Mobilisation	20 marks
Section C / Q 2.8	Payment System	20 marks
Section C / Q 2.9	Distribution (location)	30 marks
Section C / Q 2.10	Distribution (vehicles)	10 marks
Section C / Q 2.11	Delivery Fleet	40 marks
Section C / Q 2.12	Quality Control	30 marks
Section C / Q 2.13	Complaints Procedure	30 marks
<b>Total for quality</b>		<b>400 max marks</b>
<b>Social Value 10% (100 marks)</b>		
Section C / Q 3.1	Social Value proposals	10 max marks
<b>Total for Social Value</b>		<b>100 max marks</b>
<p><b>After the above criteria has been marked, a maximum of 2 bids from each lot will then be selected to have a site visit undertaken.</b></p> <p><b>Tenderers will be given additional marks from the 60 marks shown below. This will then be added to the tenderers scores for quality and price shown above to calculate a final score</b></p>		
Separate Assessment	<b>Site Visit:</b>  <b>Food Hygiene and Safety:</b> <ul style="list-style-type: none"> <li>How hygienically the food is handled</li> </ul>	Mandatory Pass / Fail



	<ul style="list-style-type: none"> <li>• How it is prepared, stored, packaged and delivered also personal hygiene</li> </ul> <p><b>Premise Structure and Cleaning</b></p> <ul style="list-style-type: none"> <li>• The condition of the structure of the buildings</li> <li>• The cleanliness, layout, lighting, ventilation, pest control and other facilities</li> </ul> <p><b>Management &amp; Control</b></p> <ul style="list-style-type: none"> <li>• How the business manages what it does to make sure food is safe and so that Shire Services can be confident standards will be maintained in the future</li> </ul>	<p>2 / 20 marks</p> <p>4 / 40 max marks</p>
<b>Total for quality</b>		<b>60 max marks</b>

Shropshire Council is committed to securing Social Value through all its procurement activity. By requiring contractors to deliver Social Value we will improve social, economic and environmental outcomes for Shropshire and beyond. Our Social Value Framework sets how the Council's priorities can be met by a range of Social Value measures  
<https://www.shropshire.gov.uk/social-value/>



### Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
<b>Excellent</b>	<b>10</b>	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>9</b>	
<b>Good</b>	<b>8</b>	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	<b>5</b>	
<b>Minor Reservations</b>	<b>4</b>	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.



The tender receiving the highest initial mark for Quality Criteria overall will receive the full 400 marks available for Quality. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

### **Price Evaluation and scoring**

#### **Price Q1.1**

This will be evaluated by using a 0-10 marking scheme. The lower the on cost tendered the higher the mark will be allocated.

#### **Price Q1.2**

This will be evaluated by using the 0-10 marking scheme. The higher percentage tendered, the higher the mark will be allocated.

#### **Price Q1.3**

This will be evaluated by using the 0-10 marking scheme, the lower the delivery cost and minimum order value tendered the higher the mark will be allocated.

#### **Price Q1.4**

This will be evaluated by using the 0-10 marking scheme described on page 6, the longer the price firm given the higher the mark will be allocated

#### **Price Q1.5**

**This will be evaluated by using the total costs per quantity noted tendered in Section C, question 1.5 'Pricing Schedule' multiplied by the approximate annual usage (based on the usage information contained in the pricing schedule) and totalled to give an overall basket cost.** The most competitively priced tender will receive the maximum mark for price being **400**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

If Bidders are providing costs for different pack sizes to those stated that they **MUST** provide a unit cost for the pack size stated within the pricing schedule rather than their own pack size.

**You must provide a price against all products listed on the pricing schedule – if you fail to provide a price for any of the products the highest tendered price received for that product will be inserted and used for evaluation purposes.**

**The Authority reserves the right to reject any organisation from the tender exercise where the tenderer fails to provide prices for the majority of items within the product list**

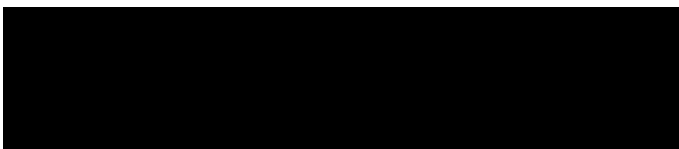
**Final scores for Price, Quality and Site Visits for each lot will be added together to give the final overall score. The tenderer receiving the highest mark overall for each lot will be awarded the tender for that lot.**

### **Social Value Evaluation and Scoring**



Proposals for delivery of Social Value in accordance with Shropshire Council's Social Value Framework will be scored using the scoring scheme applied to responses in the 'Quality' section of this tender response. Where we have not set out any particular measures for you to consider we will take into account the nature and proportionality of your Social Value commitment in relation to this contract. Where we have set out measures for you to consider we will take into account the extent to which your response meets these particular requirements.

**The tender receiving the highest initial mark for Social Value overall will receive the full 100 marks available for Social Value. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Social Value overall.**



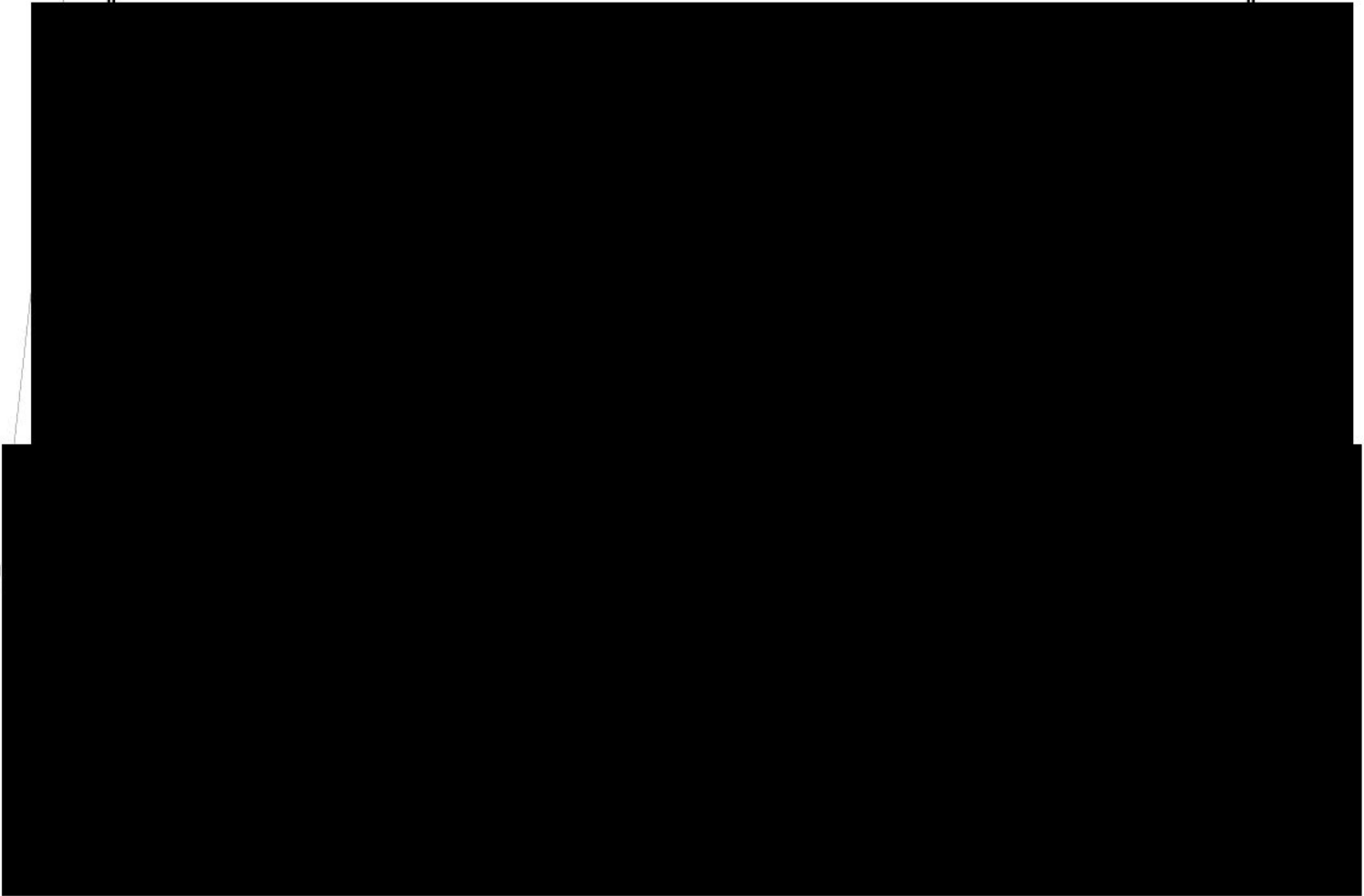
**Section A:**  
**1. Form of Tender**

Form of Tender

**Shropshire Council**

Tender for RMCS 036 – Supply and Delivery of Greengroceries

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the supply and delivery of greengroceries at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.



**Section A:**  
**2. Non – Canvassing Certificate**

Non-Canvassing Certificate

**To: Shropshire Council (hereinafter called “the 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 this 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 this 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.





Non-collusive Tendering Certificate

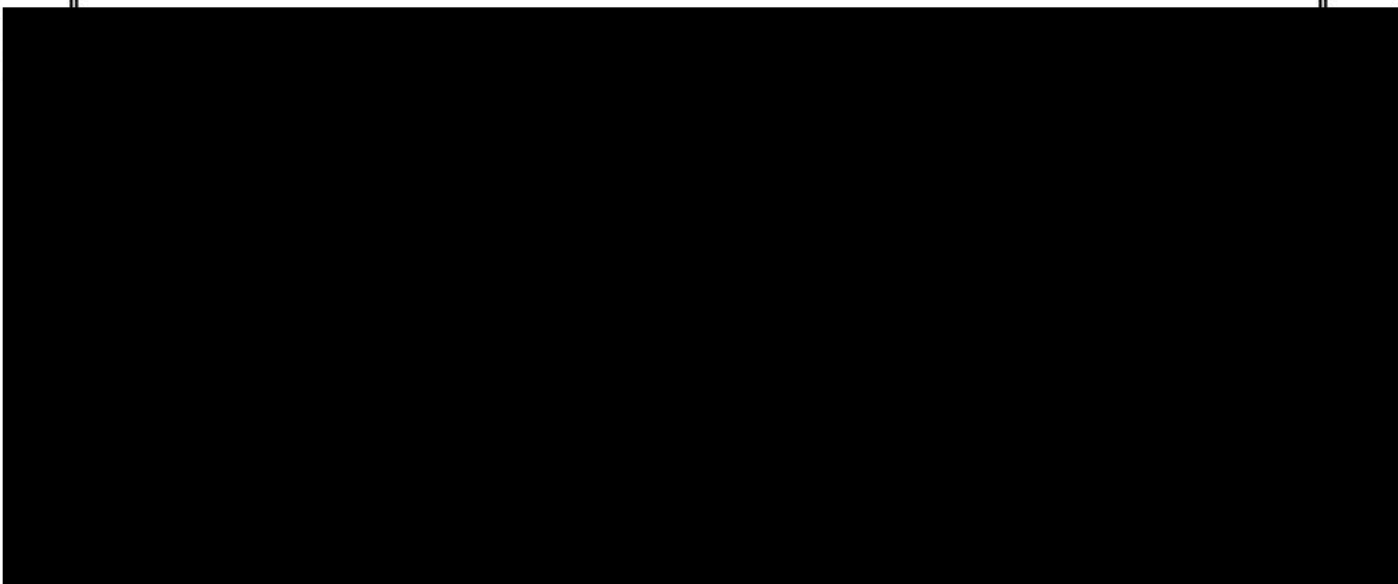
**To: Shropshire Council (hereinafter called “the Council”)**

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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:-

- (a) communicating to a person other than the Council 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 for insurance); or
- (b) entering 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
- (c) offering or agreeing to pay or give or paying 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.



## 4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

If yes, please give details:

Name	Relationship

**Please note:**

*This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.*



## **SECTION B**

### **Standard Selection Questionnaire**

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

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. 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). 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](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

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.

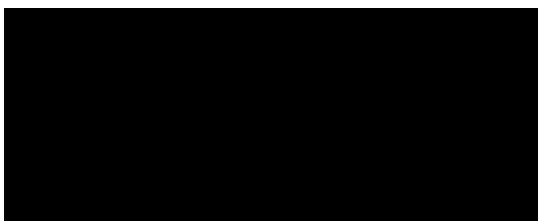
#### **Supplier Selection Questions: Part 3**

This document provides 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.

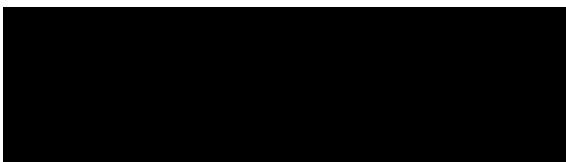


## Notes for completion

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. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors. All sub-contractors are required to complete Part 1 and Part 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.

<sup>1</sup> See PCR 2015 regulations 71 (8)-(9)



## 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 a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) 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?	
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?	
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) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>2</sup> ?
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>3</sup> - 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. (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.

<sup>2</sup> See EU definition of SME - [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>3</sup> 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.



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?				
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?				
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.

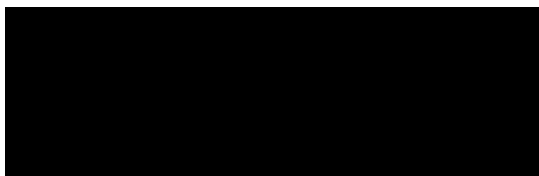
I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

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

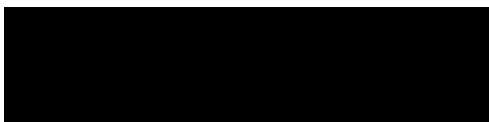


Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b>  The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), 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.</p>	
	Participation in a criminal organisation.	
	Corruption.	
	Fraud.	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
2.1(b)	<p>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 convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	<p>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)</p>	
2.3(a)	<p><b>Regulation 57(3)</b></p>	



	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?	
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.	
2.4	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	
2.4(a)	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> <li>○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;</li> <li>○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;</li> <li>○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);</li> <li>○ to maintain records of personal data processing activities; and</li> <li>○ to regularly test, assess and evaluate the effectiveness of the above measures.</li> </ul>	

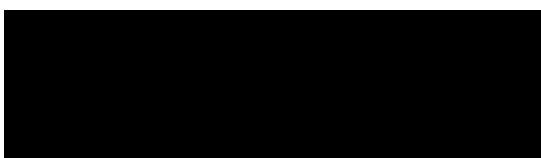




2.5	Please confirm that all vehicles used for delivery will have separate appropriate temperature controlled areas for storing ambient and chilled items contained within the pricing schedule.
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Please Note: The authority reserves the right to use its 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 number	Question	Response
	<p><b>Regulation 57 (8)</b>  The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>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.</p>	
3.1(a)	Breach of environmental obligations?	
3.1(b)	Breach of social obligations?	
3.1(c)	Breach of labour law obligations?	
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?	
3.1(e)	Guilty of grave professional misconduct?	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	
3.1(h)	Been involved in the preparation of the procurement procedure?	
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?	
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3.1(j)	Please answer the following statements	
3.1(j) - (i)	The 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.	
3.1(j) - (ii)	The organisation has withheld such information.	
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	
3.1(j)-(iv)	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.	

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	
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Section 4	Economic and Financial Standing	
Question number	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 <b>one</b> of the following: answer with Y/N in the relevant box.	
	(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.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	



	(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).	
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.	

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?	
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	

Section 6	<b>Technical and Professional Ability</b>	
6.1	<p><b>Relevant experience and contract examples</b></p> <p>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.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>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).</p> <p>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.</p>	

If you cannot provide examples see question 6.3
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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

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.



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Section 7	<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</b>	
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	

## 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	
	<p>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:</p> <p>Employer's (Compulsory) Liability Insurance = £5,Million</p> <p>Public Liability Insurance = £5Million</p> <p>Product Liability Insurance = £ 2 million</p> <p>*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.</p>	
8.2	<b>Skills and Apprentices 4–</b>	
a.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	



### 8.3 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	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)?	
2.	<p>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?</p> <p>If you have answered “yes” to one or both of the questions in this module, 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.</p> <p>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.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	

### 8.4 – Environmental Management

1.	<p>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)?</p> <p>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.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	
2.	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?	

### 8.5 – Health & Safety



1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?

## 8.6 Climate Impact / Carbon Reduction Plans

The Council has declared a climate emergency and is committed to achieving 'net-zero' carbon impact by 2030. Procured goods, works and services make up a significant proportion of the Council's total carbon footprint. It is therefore important that all contractors take steps to understand the carbon impact of the goods, works or services they provide and are able to set out how they will work with the Council to help us achieve 'net-zero'.

1.	<p>Please certify if your organisation has a Carbon Reduction / Climate Impact / Environmental Policy or Plan that aims to reduce your carbon footprint over the term of this contract.</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit a copy of your policy or plan.</p>
2.	<p>Does your organisation use a recognised tool to generate Climate Impact Statements and report the climate impact of your operations?</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit details of the reporting tool you use and any outputs from it.</p>
3.	<p>Is your organisation certified or accredited under any recognised framework (eg Carbon Trust or Planet Mark or equivalent)?</p> <p>If your answer to this question was "Yes" and you are successful in this tender, we may ask you to submit a copy of your latest certification / accreditation.</p> <p>If your answer to this question was "No" please say whether you plan to achieve certification / accreditation under a recognised framework in future.</p>















Notes to this form:

Text highlighted in yellow is where details need to be inserted

Text highlighted in green are optional clauses which require consideration as to whether or not they should be retained.

DATED:                      day of                      20..

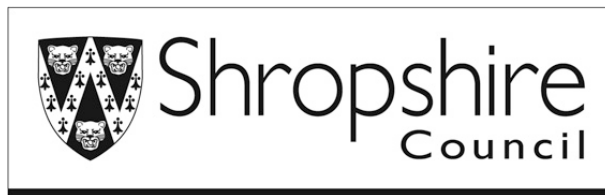
BETWEEN

## SHROPSHIRE COUNCIL (1)

[.....] (2)<sup>1</sup>

Contract Ref: RMCS 036

## Contract for Supply & Delivery of Greengroceries



LEGAL AND DEMOCRATIC SERVICES  
The Shirehall Abbey Foregate Shrewsbury SY2 6ND  
DX 702024 Shrewsbury 2

<sup>1</sup> Insert Contractor's name



THIS AGREEMENT is dated                      day of                      20...

BETWEEN:

- (1) **SHROPSHIRE COUNCIL** whose office is at Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND ('the Council')
- (2) **[Insert name of Contractor]<sup>2</sup>** / a company incorporated in England and Wales under company number **[co. number]<sup>3</sup>** and whose registered office is at **[company address]<sup>4</sup>** ] or [whose address is at [insert the home address of the Contractor]<sup>5</sup> ('the Contractor')

WHEREAS:

- (A) The Council is desirous that the Contractor supplies and distributes the Goods as referred to in more detail in the Specification attached to this Agreement
- (B) The Contractor is willing to provide the Goods as defined below and the Council is willing to appoint the Contractor to provide the Goods in accordance with the provisions of this Agreement

NOW IT IS AGREED as follows:

## 1. Definitions

1.1 In this Agreement, the following words shall have the following meanings:

'Agreement'    means this Agreement

Agreed Prices    Means prices as set out in Section C of the Tender and which shall remain firm for the period **XXX<sup>6</sup>** and thereafter as shall be agreed in writing between the parties at least one month in advance of any

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<sup>2</sup> Please complete full name of company providing the services as registered on Companies House or where the Contractor is an individual, please insert full name (including any middle names) of the individual

<sup>3</sup> Insert company number where applicable. If the Contractor is an individual, the company number and the preceding words " a company registered.....to company address" may be deleted

<sup>4</sup> Insert registered office address as shown on Companies House

<sup>5</sup> Delete from "Or" and subsequent words in square brackets if the Contractor is not an individual

<sup>6</sup> Insert price firm period as set out in the tender response

implemented price increases

‘Associated Person’

means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council.

‘Authorised Officer’

means the representative appointed by the Council to manage the Contract on its behalf

‘Best Practice’

means in accordance with the best practice within the industry of the Contractor

‘Bribery Act’

the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

‘Commencement Date’

1<sup>st</sup> August 2022

‘Commercially Sensitive Information’

comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;

‘Confidential Information’

any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the

	Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential, and the Commercially Sensitive Information;
‘Contractor’	means the party named above and includes its employees, servants and agents acting on its behalf
‘Contract Documents’	means all of the documents annexed to, contained and referred to within this Agreement
‘Contractor Personnel’	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor paid or unpaid;
‘Contractor’s Representative’	means the representative appointed by the Contractor to manage the contract on its behalf
‘Council’	means the party named above and includes its employees, officers, servants and agents acting on its behalf
‘Covid 19’	Means all forms and mutations of the viral infection (also known as Coronavirus) being the cause of a global pandemic prior to the Commencement Date and continuing during this Agreement
‘Covid 19 Safe Working Practices’	Means working practices complying with all applicable guidance issued by the government from time to time with respect to safeguarding individuals from the spread of the Covid-19 virus
‘Data Protection Legislation’	all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation

	((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party
'Delivery Date'	means the date by or on which the Goods shall be delivered as specified in an Order
'Delivery Location'	means the address to which the Goods are to be delivered as specified in an Order
'EIR'	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
'Employment Checks'	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks.
'Estimated Contract Value'	means the estimated contract value relating to this Agreement
'Exempt Information'	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
'Expiry Date'	Shall be the later of either: i) the Initial Expiry Date; or ii) the last day of any agreed extension period further to clause 2

below; or

such other date as this Agreement is terminated in accordance with its terms

'FOIA'

means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.

'FOIA notice'

Force Majeure Event

means any circumstance not within a party's reasonable control including, without *limitation*:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and

- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on clause 28 (Force Majeure), or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

provided always that COVID-19 and Brexit and their impacts including associated Government acts and regulations shall be treated as foreseeable by and within the control of the Parties

GDPR

Means the General Data Protection Regulation 2016/679 as they apply and are incorporated into UK law by UKGDPR

‘Goods ’

Means the greengroceries as more particularly described in the Specification

‘Hazardous Goods’<sup>7</sup>

means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).

‘Individual Sites’<sup>8</sup>

means the sites listed in the Schedule of Delivery in Schedule 2 of this

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<sup>7</sup> Delete if contract does not make reference to Hazardous goods

<sup>8</sup> delete if orders for goods are not being made or delivered to other Council owned establishments

'Initial Expiry Date'	Agreement <sup>9</sup> means 31 <sup>st</sup> July 2024
'Initial Term'	means a period of two years commencing on the Commencement Date and expiring on the Initial Expiry Date
'Intellectual Property Rights'	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
'Option to Extend'	means the Council's option to extend the Initial Term by a period of up to two years followed by one year commencing from and including the date following the Initial Expiry Date
'Order'	means an official order placed by the Council <del>and/or</del> Individual Sites to the Contractor for the supply of Goods in accordance with the terms of this Agreement
'Order Number'	means the reference number to be applied to an Order by the Council to enable payment of a Valid Invoice
'Parties'	the Contractor and the Council and 'Party' shall mean either one of them
'Prohibited Act'	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

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<sup>9</sup> Insert schedule number

	<p>(c) committing any offence:</p> <p>(i) under the Bribery Act;</p> <p>(ii) under legislation creating offences concerning fraudulent acts;</p> <p>(iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or</p> <p>(d) defrauding, attempting to defraud or conspiring to defraud the Council.</p>
'Public body'	as defined in the FOIA 2000
'Project Materials'	means all reports, the Specification, documents, papers, information, data, disks, drawings, samples, patterns, in whatever form, medium or format and wherever such Project Materials are located or stored together with all copies of Project Materials
'Receiving Party'	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
'Regulatory Bodies'	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
'Request for Information'	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
'Review'	Means the quarterly review to be held on such dates as shall be agreed between the Parties to review the progress of the operation of the Services, accounts and any other operational issues that may arise
Services	Means the supply and delivery of the Goods
'Special Conditions'	means the conditions relating to the



	supply of Goods as required by the Council in relation to this Agreement set out in Schedule 1
'Specification'	means the specific description of the Goods to be supplied by the Contractor as set out in the Tender Response Document
'Standing Offer Arrangement'	means the arrangement created by this Agreement between the Council and the Contractor
'Sub-contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Goods or any part thereof, or facilities or services necessary for the provision of the Goods or any part of the Goods
'Sub-Contractor'	Means the third parties that enter into a Sub-Contract with the Contractor
'Tender'	means the tender dated <i>[insert date]</i> submitted by the Contractor and accepted by the Council annexed to this Agreement in Appendix 1
'Tender Response Document'	means the Contractor's response to the Council's instructions to Tender document annexed to this Agreement in Appendix 1
'Term'	Means the period commencing on the Commencement Date and expiring on the Expiry Date
'Trading Standards Service'	means the Trading Standards Service being part of the Public Protection Team of Shropshire Council
'Valid Invoice' <sup>10</sup>	Means an invoice submitted by the Contractor which must contain the following detail required by the Council to enable payment as specified in clause 9 of this Agreement:

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<sup>10</sup> Insert details of what is required to be included in an invoice to enable payment to be processed

1) invoices to be addressed to Shire Services Finance Department, Shropshire Council at the address referred to above; and

2) submitted on the Contractor's business letterhead including the Contractor's name and address, and VAT registration number (where applicable); and

3) The following information;  
The delivery point address  
The purchase order number  
The date of delivery  
The correct description of the goods being supplied including  
The number or weight of each item to which payment relates; and

4) the Council's official Order Number<sup>11</sup>

'Working Day'

means any day other than a Saturday, Sunday or public holiday in England and Wales

## **1.2 Interpretation**

In this Agreement unless the context otherwise requires:

### **1.2 Interpretation**

In this Agreement unless the context otherwise requires:

1.2.1 words importing any gender include every gender

1.2.2 words importing the singular number include the plural number and vice versa

1.2.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.

1.2.4 A reference to a company shall include any company, corporation or other

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<sup>11</sup> Delete if this does not apply

- body corporate, wherever and however incorporated or established.
- 1.2.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
- (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
  - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.2.6 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement
- 1.2.7 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule
- 1.2.8 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
- 1.2.9 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation
- 1.2.10 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2.11 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'
- 1.2.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.2.13 A reference to writing or written does include not e-mail, unless otherwise specifically agreed.

## **2. Term:**

- 2.1 It is agreed between the Parties that this Agreement will be for the Initial Term commencing on the Commencement Date and ending on the Initial Expiry Date.
- 2.2 It is further agreed between the Parties that the Council may exercise its Option to Extend this Agreement at the expiry of the Initial Term for a further period of up to one year commencing on 1<sup>st</sup> August 2024
- 2.3 If the Council decides to exercise its Option to Extend the Initial Term it shall notify the Contractor in writing at least 3 months in advance of the expiry date of the Initial Term. Where the Parties agree an extension of the Initial Term the provisions of this Agreement between the Council and the Contractor shall be the terms to be applied to the extended Agreement period, SAVE FOR any agreed variations to such terms and/or to the

Agreed Prices which shall be formalised in writing by way of Deed of Variation and signed by the Parties in advance of the commencement of any agreed extension period.

- 2.4** If the Council decides that it does not wish to exercise its Option to Extend then this Agreement shall terminate on the Initial Expiry Date and the provisions of clause 32 (Consequences of Termination) shall apply

**3. Estimated Contract Value**

- 3.1** The total Estimated Contract value of the Standing Order Arrangement is expected to be in the region of £1,580,000 (one million five hundred and eighty thousand pounds) for the duration of the whole of the potential Term which includes the Initial Term and the maximum permitted extension periods
- 3.2** The Parties agree that the Council is not bound by the Estimated Contract Value and that there are no maximum or minimum limits to the Orders that may be placed by the Council to the Contractor
- 3.3** The Parties agree that the Council shall not give any guarantee as to the likely values to be seen under the terms of this Agreement

**4. Standing Offer Arrangement**

- 4.1** The effect of this Agreement will be to create a Standing Offer Arrangement under which any Order placed will create a binding contract for the supply of the Goods as specified in the Order within the terms of this Agreement.
- 4.2** The Council is not bound to order any Goods from the Contractor and may purchase Goods of the type specified from other suppliers if it so desires.

**5. Orders and Goods**

- 5.1** The Contractor shall provide the Goods to the Council:
- 5.1.1** in consideration of the Council paying the Agreed Price(s) to the Contractor, subject to the provisions of this Agreement; and
- 5.1.2** in accordance with local or central government Covid-19 restrictions, legislation and Covid 19 Safe Working Practices; and
- 5.1.3** in compliance of any Individual Site Covid-19 risk assessments
- 5.2** The Contractor shall supply the Goods in accordance with the Council's Order(s). Each Order shall:
- 5.2.1** be given in writing or, if given orally, shall be confirmed within **two** Working Days. If no such confirmation is received by the Contractor within **two** days, the Contractor should notify the Council accordingly
- 5.2.2** specify the type and quantity of the Goods ordered
- 5.2.3** (unless the Parties agree that the Council may specify the Delivery Date and Delivery Location after placing the Order) specify the Delivery Date and Delivery Location. If the Delivery Date and/or the Delivery Location are to be specified after the placing of an Order, the Council shall give the Contractor reasonable advance notice of the relevant information

- 5.2.4** The Council shall not be responsible or be liable for payment for Goods unless they are requisitioned by an official Order signed by an authorised officer of the Council or authorised officer of an Individual site and allocated an official Order Number by the Council
- 5.3** The Contractor shall provide the Goods in such places and locations as agreed with the Council in accordance with clauses 5.1.2, 5.1.3 and 5.2 above and the terms of this Agreement.
- 5.4** The Council shall assign an Order Number to each Order issued by the Council/Individual Site and notify such Order Numbers to the Contractor. Each Party shall use the relevant Order Number in all subsequent correspondence relating to the Order
- 5.5** The Council may within 24 hours of placing an Order amend or cancel an Order by written notice to the Contractor. If the Council amends or cancels an Order, its liability to the Contractor shall be limited to payment to the Contractor of all costs reasonably incurred by the Contractor in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except that where an amendment or cancellation results from the Contractor's failure to comply with its obligations under this Agreement the Council shall have no liability to the Contractor in respect of it.
- 5.6** Goods supplied under the terms of this Agreement shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and be fit for the purpose for which they are to be employed and as held out by the Contractor or made known by the Contractor to the Council and:
- 5.6.1** conform to the Specification;
- 5.6.2** comply with all applicable statutory and regulatory requirements;
- 5.7** Goods supplied must conform as to quantity, quality and description with the particulars stated in the Standing Offer Arrangement and an Order.
- 5.8** All Goods supplied must be at least to the standard specified in any appropriate British Standard Specification or British Code of Practice. Where specifications or Codes of Practice are amended during the period of this Agreement the Contractor must supply the Goods to the new standard.
- 5.9** All Goods shall only be supplied by the Contractor unless otherwise agreed in writing between the Parties
- 5.10** The Contractor shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition. All packages must:
- 5.10.1** be marked with the correct description of the packaged item;
- 5.10.2** where appropriate, show a list of the ingredients contained and give details of the minimum meat content where applicable
- 5.10.3** where packages contain food products: All foods must be packaged and wrapped sufficiently to protect the product from damage and contamination during storage and delivery. All packaging in contact with food is to comply with the Materials and Articles in Contact with Food (England) Regulations 2012. Damaged or broken packaging of food will not be accepted. All

- prepared products must comply with the Food Information Regulations 2014 as amended and when implemented, the Food Information Regulations 2019, in particular with respect to product weights and allergen information.
- 5.10.4** All frozen food products shall include the statement “Do not Refreeze”.
- 5.10.5** Damaged or broken packaging of food will not be accepted by the Council
- 5.10.6** Where a manufacturer has recommended a particular storage method, this shall be adhered to by the Contractor.
- 5.10.7** Where required the Contractor must split catering packs at no additional cost to the Council
- 5.11** The Contractor shall obtain and maintain in force for the Term all licences, permissions, authorisations, consents and permits needed to supply the Goods in accordance with the terms of this Agreement and shall provide evidence of so doing to the Council upon request.
- 5.12** The Contractor shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the packing, packaging, marking, storage, handling and delivery of the Goods.
- 5.13** The Council shall have the right to enter the Contractor’s premises to:
- 5.13.1** NOT USED
- 5.13.2** inspect and take samples of the raw materials, the packaging and the Goods and may submit such samples to a public analyst or to a recognized testing house for examination or as prescribed by the Food Safety Act 1990 by the Trading Standards Service.
- 5.13.3** inspect Goods before dispatch or to inspect during transit or at the place of delivery. The Contractor shall give the Council all reasonable assistance to enable it to check the quantity and/or quality of the Goods or to inspect the Contractor’s premises
- 5.14** Inspections carried out pursuant to clause 5.13 above shall be carried out during business hours on reasonable notice to the Contractor (subject to local or central government Covid-19 restrictions in place at the applicable time)
- 5.15** If following an inspection the Council reasonably considers that the Goods are not or are not likely to be as warranted under clause 5.6, the Council shall inform the Contractor and the Contractor shall immediately take such action as is necessary to ensure that the Goods are or will be as warranted under clause 5.6. The Council shall have the right to reject the whole consignment from which samples were taken. The Council shall also have the right to re-conduct inspections and take further samples after the Contractor has carried out its remedial actions. The rights of the Council under the Standing Order Arrangement will not be prejudiced if analyses or tests are not carried out.
- 5.16** If any Goods supplied to the Council do not comply with clause 5.6 or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the Council may have, the Council may

reject those Goods and:

**5.16.1** require the Contractor to replace the rejected Goods with those of the required quality and specification at the Contractor's expense and risk within **2** Working Days of being requested to do so; or

**5.16.2** require the Contractor to repay the price of the rejected Goods in full (whether or not the Council has previously required the Contractor to repair or replace the rejected Goods); and

**5.16.3** claim damages for any other costs, expenses or losses resulting from the Contractor's delivery of Goods that are not in conformity with the terms of this Agreement

**5.16.4** In the event that Goods are rejected, the Contractor will remove the rejected Goods at his own expense 3 days of rejection. Where possible notice of rejection will be given on the Delivery Date.

**5.16.5** Any rejected Goods which have not been removed within **7** days will be disposed of by the Council and the Contractor will be re-charged for the costs of such disposal. The Council will not be liable for any loss or expenses suffered by the Contractor as a result of such disposal. Any replacement or removal of Goods shall not prejudice any other action that the Council may take.

**5.17** The Council's right and remedies under this clause 5 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into this Agreement by the Sale of Goods Act 1979.

**5.18** The terms of this Agreement shall apply to any repaired or replacement Goods supplied by the Contractor.

**5.19** If the Contractor fails to promptly repair or replace rejected Goods in accordance with this clause 5, the Council may, without affecting its rights under clause 5.16.3 obtain substitute Goods from a third party supplier and the Contractor shall reimburse the Council for the costs it incurs in doing so.

**5.20** If the Parties dispute whether any Goods comply with clause 5.6 either Party may invoke the dispute resolution procedures set out in clause 33 (Disputes)

**5.21** The Contractor shall not alter the specification of any Goods to be supplied, except as directed by the Council in writing but the Council reserves the right, from time to time, to add, omit or otherwise vary the nature/description of the Goods to be ordered under the terms of the Standing Offer Arrangement and the Contractor shall comply with such variations under the terms of this Agreement unless otherwise agreed in writing between the Parties

## **6      Hazardous Goods Not Used**

## **7      Title/Risk**

**7.1** Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the Delivery Location specified in the Order (or as subsequently agreed in accordance with clause 5.2.3 above) and the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.

- 7.2** If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council. In these circumstances the Contractor will set aside the Goods and store them separately from similar goods held at the Contractor's premises specified in the Order and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 7.3** The Contractor will allow the Council's Authorised Officer reasonable accompanied access to its premises specified in the Order to verify compliance with clause 7.2 herein and will immediately rectify any non-compliance as identified by the Council's Authorised Officer
- 7.4** The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered to the Delivery Location.
- 7.5** Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer until the time that title in the materials or Goods passes to the Council and they are delivered to the Delivery Location and the Contractor shall provide the Council with certified copies of the relevant policy upon request.

## **8. Delivery**

- 8.1** The Contractor shall deliver the Goods in accordance with the following terms:
- 8.1.1** The Council shall specify the time and place for the delivery of the Goods
- 8.1.2** The Contractor shall use its best endeavours to deliver the Goods by the time and dates agreed by the Parties. The Contractor shall not deliver an Order more than five Working Days in advance of the Delivery Date without the prior written consent of the Council.
- 8.1.3** Deliveries may be required weekly, twice weekly or fortnightly as agreed.
- 8.1.4** The Goods shall only be delivered by the Contractor
- 8.1.5** Upon receipt of official Orders from the Individual Sites, the Contractor will supply and deliver the Goods required in accordance with the agreed prices and conditions under the terms of this Agreement. The Contractor must, at all times, comply with any statutory requirements in force at that time.
- 8.1.6** Deliveries must be made fully in accordance with the requirements of the individual site and in accordance with local or central government Covid-19 restrictions in place at the applicable time) and Individual Site Covid-19 risk assessment requirements.] All vehicles used for the delivery of services should conform to Euro IV emission standards or be a low emission vehicle (as defined by exemption from the London congestion charge). Use of pre Euro and Euro I & II vehicles will not be acceptable in any circumstances. Vehicles delivering frozen foodstuffs should comply with relevant sections of



UKAFFP Code of Practice

- 8.1.7** All deliveries must be made in a vehicle that complies with the The Food Safety and Hygiene (England) Regulations 2014 and any subsequent amendments.
- 8.1.8** The Contractor will exercise due care and attention when making deliveries to the Delivery Locations. Where possible, all delivery vehicles should be fitted with reverse warning hooters, and drivers must ensure the highest standards of safety during deliveries.
- 8.1.9** The Goods ordered are to be delivered free of charge at the risk of the Contractor, to the Delivery Location specified in the Order. The Goods must be off loaded by the Contractor and placed in position as directed by the Council's representative at the Delivery Location. If Goods are incorrectly delivered, the Contractor will be held responsible for any additional expense incurred in delivering the Goods to their correct destination.
- 8.1.10** Goods must not be delivered and left unattended by the Contractor. Its delivery driver must obtain a signed delivery note for all Goods delivered from the Council's representative in attendance at the time of delivery. The Council disclaims all responsibility for the security of Goods delivered and left at a Delivery Location by the Contractor where a signed delivery note has not been obtained.
- 8.1.11** The risk on the Goods will remain with the Contractor until the Goods are delivered and accepted. Notwithstanding, any receipt issued, the Goods will not be deemed to have been accepted until the Council has had a reasonable opportunity to examine them following delivery or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.
- 8.1.12** The maximum weight of any individual packaged products e.g. potatoes, carrots shall not exceed 12.5 kg in order to meet Health & Safety Legislation.
- 8.1.13** If an Order is not delivered on or by the specified Delivery Date then, without limiting any other right or remedy the Council may have, the Council may:
- i) refuse to take any subsequent attempted delivery of the Order
  - ii) terminate this Agreement with immediate effect
  - iii) obtain substitute Goods from another supplier and recover from the Contractor any costs and expenses reasonably incurred by the Council in obtaining substitute Goods. Subject to clause 15 (Indemnity), claim damages for any other costs, expenses or losses resulting from the Contractor's failure to deliver the Order on the Delivery Date, provided that the Contractor shall have no liability for any failure or delay in delivering an Order to the extent that such failure or delay is caused by the Contractor's failure to comply with its obligations under this Agreement.
- 8.1.14** If the Contractor requires the return of any container or other

packaging in which the Goods are delivered, he will clearly indicate the requirement on the container and/or packaging, delivery note and invoice. Containers and/or packaging will be returned by the Council only at the Contractor's expense. There will be no liability on the part of the Council for any loss of, or damage to, containers or packaging and it will be the Contractor's responsibility to remove all containers or packaging on subsequent deliveries.

- 8.1.15** All containers, basket and trays etc used by the Contractor in the performance of this Agreement shall be capable of being sterilised before re-use where appropriate and shall be kept in a clean state to prevent the risk of contamination of the Goods being supplied.
- 8.1.16** For the purpose of this Agreement all deliveries of Goods made will be deemed to be retail sales
- 8.1.17** The personal hygiene of the driver must be of the highest standard and clean protective clothing must be worn. Smoking will not be permitted during the actual delivery. The vehicle interior shall be maintained in a clean hygienic condition as should all the storage equipment used in the vehicle. The Contractor shall ensure that the interior is cleaned daily.
- 8.1.18** All Contractor's Personnel entering a Delivery Location must be easily identifiable by way of an identity badge showing their name, photograph and which company they represent.
- 8.1.19** All deliveries, where required must comply with the Food Hygiene and Safety (England) Regulations 2013.
- 8.1.20** Vehicles delivering chilled foodstuffs should comply with relevant sections of The Food Safety and Hygiene (England) Regulations 2013 (as amended). All meat must be stored and delivered following correct temperature guidance and legislation. Temperatures must not rise above 5°C if fresh and -18 °C if frozen.
- 8.1.21** The Contractor shall provide Vehicle temperature and Product temperature recording print outs at the time of delivery upon request by the Council/Individual Site's representative taking delivery at the Delivery Location.
- 8.1.22** In the event of non-delivery of Goods identified as damaged at the time of receipt, or not delivered for any other reason, the driver will be required to issue an instant credit note in respect of the items concerned. This procedure will ensure that no delay in payment occurs to the Contractor whilst the Council is awaiting credit.
- 8.1.23** All food products must be packaged and wrapped sufficiently to protect the product from damage and contamination during storage and delivery. Where a manufacturer has recommended a particular storage method, this shall be adhered to by the Contractor. All packaging in contact with the food is to comply with The Materials and Articles in Contact with Food (England) Regulations 2012.
- 8.1.24** Damaged or broken packaging of food will not be accepted. All prepared products must comply with the Food Labelling Regulations

1996/1499 as amended, and if not already included, must have the particular specified in Regulation (5) of these Regulations printed on the packaging together with an indication of quantity in accordance with the current Weights and Measures Legislation.

### **8.3 Deliveries to specific Delivery Locations:**

- 8.3.1** All deliveries to school kitchens must be made on Mondays to Fridays between the hours of 9.00 am and 2.00 pm. No deliveries outside these hours will be permitted unless agreed with the Council or a responsible officer at the Delivery Location.
- 8.3.2** Most school kitchens will only normally require deliveries during term times (approximately forty weeks per year) but occasional deliveries during school holidays may be required. Other establishments will require a delivery service for the full 52 weeks of the year.
- 8.3.3** A delivery will be required to all schools on the same day in September (usually the day prior to the start of term) every year during the term of this Agreement.

### **8.4. Delivery Notes:**

- 8.4.1** All deliveries of Goods must be accompanied by a delivery note, in duplicate, from the Contractor stating:
  - 8.4.1.1** The Contractor's name and address
  - 8.4.1.2** The Delivery Location address
  - 8.4.1.3** The Order Number
  - 8.4.1.4** The date of delivery
  - 8.4.1.5** A description of the Goods being delivered including where applicable
    - i)** the number or weight of each item and
    - ii)** the country or origin of the Goods supplied;
    - iii)** the correct net unit price as detailed in Schedule 3 to this Agreement;
  - 8.4.1.6** Where the Goods are being delivered by instalments, the outstanding balance of the Goods to be delivered
- 8.4.2** One copy of the delivery note is to be retained by the representative of the Council or Individual Site authorised to accept delivery. The other copy is to be signed and returned to the Contractor by the said representative.

## **9 Prices**

- 9.1** All Agreed Prices accepted under this Agreement will remain firm for the period indicated on the Tender Response Document or as agreed ('price

firm period')

- 9.2 Any requests to increase prices for periods outside the price firm period, must be made in writing to the Council giving at least 28 days' notice. No increase can be implemented until accepted in writing by the Council. Quoted prices must be inclusive of all delivery charges and packing charges and be exclusive of VAT
- 9.3 All price decreases will be passed on immediately as and when they occur by the Contractor to the Council
- 9.4 The Council shall be entitled to the Contractor's standard discount for prompt payment.
- 9.5 The Contractor shall not breach any counter inflation or price legislation in force at any time
- 9.6 In order to verify any price movements the Council will notify the Contractor of those products it wishes to see invoices for both in terms of invoices issued by suppliers to the Contractor and discount statements and invoices issued to the Council and shall make arrangements to visit the Contractor by giving written notice for this purpose. The Contractor shall allow the Council to inspect and take copies of all relevant records and materials relating to the supply of Goods as may be reasonably required. All disputes concerning the price of Goods shall be resolved in accordance with clause 33 (Disputes).
- 9.7 With respect to the supply of groceries and provisions, the Contractor will be required to provide the Council with weekly lists of provision prices and monthly lists of grocery prices within 3 days of them becoming effective. These price lists will show the effective date of the changes, the period covered, the Contractor's product reference number, pack size and price inclusive of the agreed on-costs.

#### **10 Data to be supplied to the Council**

In addition to the requirements of clause 9.7 and 9.8 above, the Contractor shall also supply the following information to the Council:

- 10.1 Data on a monthly basis of all products purchased by Individual Sites and the Council indicating the quantity and value for each month of each individual item ordered together with a total amount for all of the Goods ordered
- 10.2 Data on a monthly/annual basis of all products purchased by the Council indicating the quantity and value accumulated throughout the year both for individual items and a total amount for all of the Goods ordered together with details of the Goods delivered to Individual Sites.
- 10.3 Any other statistical information required by the Council to be provided by the Contractor
- 10.4 All Data supplied by the Contractor to the Council in accordance with this clause 10 during the Term shall be supplied in a format acceptable to the Council.

#### **11 Payment Terms:**

- 11.1 Payment shall be made by the Council to the Contractor in arrears within 30

days of receipt of an undisputed Valid Invoice

- 11.2** The Parties agree that where the Contractor fails to submit a Valid Invoice, the Council shall be entitled to withhold payment until the Contractor submits the information required by the Council.
- 11.3** The Contractor shall not charge, and the Council shall not be liable, for any expenses, charges, costs, or fees except as set out in this Agreement
- 11.4** Unless otherwise agreed in writing by the Council, the Contractor will pay any of its appointed Sub-Contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.
- 11.5** If a Party fails to make any payment due to the other under this Agreement by the due date for payment ("due date") then, without limiting the other Party's remedies under clause 31 (Termination) the defaulting Party shall pay interest on the overdue amount at the prevailing statutory rate further to the Late Payment of Commercial Debts (Interest) Act 1998 above the National Westminster Bank base rate.. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after Judgment. The defaulting Party shall pay interest together with the overdue amount.
- 11.6** If the Council disputes any invoice or statement or monies due, the Council shall immediately notify the Contractor in writing. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Contractor shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the Parties have not resolved the dispute within 30 days of the Council giving notice to the Contractor, the dispute shall be resolved in accordance with clause 33 (Disputes). Where only part of an invoice is disputed, the un-disputed amount shall be paid on the due date as set out in clause 11.1.
- 11.8** All payments payable to the Contractor or the Council under this Agreement shall become due immediately on its termination. This clause 11.8 is without prejudice to any right to claim for interest under the law or under this Agreement

## **12 The Council's Obligations**

- 12.1** To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) Co-operate with the Contractor and ensure that the Council's staff, agents and representatives co-operate with and assist the Contractor as is reasonable and appropriate;
  - b) Provide the Contractor with any information reasonably required by the Contractor;
  - c) Comply with such other requirements as may be otherwise agreed between the Parties.
- 12.2** Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Contractor by the Council and any such

representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

**13. Authorised Officer and Contractor Representative:**

- 13.1** The Authorised Officer shall be appointed by the Council to act in the name of the Council for the purposes of the contract evidenced by this Agreement.
- 13.2** The Contractor shall appoint a Contractor Representative to act in the name of the Contractor for the purposes of the contract evidenced by this Agreement
- 13.3** The Parties shall notify each other in writing of any replacement Authorised Officer or Contractor Representative or if any person ceases to be either the Authorised Officer or Contractor Representative.
- 13.4** The Authorised Officer shall monitor on behalf of the Council the supply of Goods by the Contractor and act as liaison officer with the Contractor's Representative in respect of the operation of the contract. Any issues raised by the Authorised Officer with regard to the supply of the Goods shall in the first instance be addressed and dealt with by the Contractor's Representative on the Contractor's behalf.

**14. Insurance**

- 14.1** The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS) for each and every claim..
- 14.2** If appropriate and requested in writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 14.3** Not Used
- 14.4** The Contractor warrants that it has complied with this clause 14 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term.
- 14.5** The Contractor shall:
  - (a) do nothing to invalidate any insurance policy
  - (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change
- 14.6** For the avoidance of doubt, the terms of any insurance or the amount of

- cover shall not relieve the Contractor of any liabilities under this Agreement.
- 14.7** Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":
- 14.7.1** if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall immediately submit to the Council:
- (i) details of the policy concerned; and
  - (ii) its proposed solution for maintaining the minimum limit of indemnity specified; and
- 14.7.2** if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Contractor shall:
- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
  - (ii) if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

**15** **Indemnity**

- 15.1** The Contractor shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:
- (a) The performance, defective performance or otherwise of this Agreement by the Contractor or the Contractor Personnel
  - (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods
  - (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Contractor or the Contractor Personnel; and
  - (d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Contractor or the Contractor Personnel
- 15.2** The Council shall indemnify the Contractor against all reasonable claims,

costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

**15.3.** Nothing in this Agreement shall limit or exclude the liability of either Party for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) breach of section 2 of the Consumer Protection Act 1987; or
- (c) the indemnities given in this clause 15

## **16 Confidentiality**

**16.1** The Contractor will keep confidential the Confidential Information and any other information it becomes aware of by reason of the operation of this Agreement and shall not use divulge or communicate the same to any third party without the consent in writing of the Council. The Contractor shall implement appropriate organisational and technical measures to ensure the integrity and security of information obtained and shall at all times comply with the provisions of the Data Protection Legislation and shall provide the Council with evidence of such measures upon request. The Contractor shall use its reasonable endeavours to prevent the unauthorized publication or disclosure of any such information or documents. The Contractor shall ensure that its Contractor Personnel are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.

**16.2** Not Used

**16.3** All pricing, terms and conditions between the Council and the Contractor are confidential between the Parties and may not be disclosed to any third party without the express permission of both Parties.

**16.4** Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party or to be implied from this Agreement. In particular, unless otherwise expressly agreed in this Agreement no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other Intellectual Property Right held, made, obtained or licensable by either Party now or in the future.

**16.5** The provisions of this clause shall survive the expiration or termination of this Agreement.

## **17. Agreement and Transparency**

**17.1** Further to the Local Government Transparency Code 2014 the Council is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from



- disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 17.2** Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 17.3** The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 17.4** The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.
- 18. Assignment, Transfer and Sub-Contracting**
- 18.1** Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party PROVIDED that the Council may,  
(a) assign any of its rights under this Agreement; or  
(b) transfer all of its rights or obligations by novation,  
to another person.  
without the Contractor's consent where such assignment, transfer or novation is to an Associated Person of the Council;
- 18.2** Any consent required under Clause 18.1 must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 18.3** The Contractor will not, without the written consent of the Council, sub-contract its right or obligations under this Agreement
- 18.4** In the event that consent is given by either Party to the other Party to the placing of Sub-Contracts, copies of each Sub-Contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 18.5** Subject to clause 18.1, in the event that either Party wishes to assign its rights and obligations under this Agreement, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Agreement.
- 18.6** Notwithstanding the Contractor's right to sub-contract pursuant to this clause 18, the Contractor shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as is required of the Contractor under the terms of this Agreement
- 18.7** Where 20% or more of the Contractor's overall workforce is made up of

people from agencies (or not employed directly by the Contractor's) this may be considered assignment or subcontracting of the Contractor's obligations under this Agreement and require written consent of the Council which it shall be absolutely entitled to withhold.

**19. Publicity**

The Contractor will not make any press or other release or public announcement in relation to this Agreement without the prior approval of the Council

**20. Prevention of Bribery**

**20.1** The Contractor:

- a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;
- b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

**20.2** The Contractor shall:

- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 20 and provide such supporting evidence of compliance with this clause 20 by the Contractor as the Council may reasonably request.

**20.3** If any breach of clause 20.1 is suspected or known, the Contractor must notify the Council immediately.

**20.4** If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 20.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.

**20.5** The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 20.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 19.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or

supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:

- a) with the authority; or,
- b) with the actual knowledge;  
of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
- c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.

**20.6** Any notice of termination under clause 20.5 must specify:

- a) the nature of the Prohibited Act;
- b) the identity of the party whom the Council believes has committed the Prohibited Act; and
- c) the date on which this Agreement will terminate.

**20.7** Despite clause 33 (Disputes), any dispute relating to:

- a) the interpretation of clause 20; or
  - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.

**20.8** Any termination under clause 20.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

## **21 Warranties, liability and indemnities**

The Contractor warrants, represents and undertakes that:

**21.1** it will supply the Goods with all due skill and diligence and in a good and workmanlike manner, and in accordance with the Best Practice within the industry of the Contractor

**21.2** the Contractor's employees and agents will have the necessary skill, professional qualifications and experience to deliver the Goods in accordance with the Specification and Best Practice

**21.3** it has full capacity and authority to enter into this Agreement

**21.4** it has obtained all necessary and required licences, consents and permits to provide the Goods

**21.5** Not Used

**21.6** The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

**21.7** The Contractor will at all times in supplying the Goods to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

**21.8** The Contractor warrants that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions.

**21.9** The Contractor agrees that where requested in writing during the term of this Agreement it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

**22 Freedom of Information Act 2000 & Environmental Information Regulations 2004**

**22.1** The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

**22.2** The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

**22.3** The Contractor shall and shall procure that its Sub-contractors shall:  
**22.3.1** transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

**22.3.2** provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and

**22.3.3** provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

**22.4** The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.

**22.5** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.

**22.6** The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:

**22.6.1** in certain circumstances without consulting the Contractor; or

**22.6.2** following consultation with the Contractor and having taken their views into account;

provided always that where sub-clause 22.6.1 above applies the Council

shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 22.7** The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 22.8** The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

**23. Equalities**

- 23.1** The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age
- a) in the supply and provision of Services under this Agreement, and
  - b) in its employment practices.
- 23.2** Without prejudice to the generality of the foregoing, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or other relevant legislation, or any statutory modification or re-enactment thereof).
- 23.3** In addition, the Contractor and any Sub-Contractor or person(s) employed by or under the control of the Contractor in providing Services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it
- 23.4** The Contractor and any Sub-Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by Equality and Human Rights Commission, which give practical guidance to Councils on the elimination of discrimination.
- 23.5** In the event of any finding of unlawful discrimination being made against the Contractor and any Sub-Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equality and Human Rights Commission over the same period, the Contractor and any Sub-Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful

discrimination.

- 23.6** The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

**24. Non-compliance**

- 24.1.** If the Council as part of the quarterly Reviews identifies areas of the Services which do not comply with the requirements of this Agreement (including any Schedules to this Agreement) it may send the Contractor a non-compliance notice detailing

- (i) the areas of non-compliance;
- (ii) the action to be taken; and
- (iii) the date by which the action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).

- 24.2** If the Contractor fails to take any or all of the necessary action by the date given in the non-compliance notice, the Council may send the Contractor a final non-compliance notice detailing

- (i) the areas of non-compliance;
- (ii) the action to be taken; and
- (iii) the date by which action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).

- 24.3** If, in the reasonable opinion of the Council, the Contractor fails to undertake all of the remedial actions in the final non-compliance notice by the due date this may be considered a material breach of this Agreement and the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 33 (Disputes)).

- (a) to make arrangements to take its own corrective action either itself or through the appointment of another Contractor and to either:
  - (i) deduct all costs in connection therewith from any sums due or to become due to the Contractor under the terms of this Agreement;

or

- (ii) to recover such sums from the Contractor as a debt;

And/or

- (b) to terminate the Agreement in accordance with clause 31

**25 Waiver**

The failure by either Party to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

**26 Sustainability**

The Contractor will at all times use its best endeavours to assist the Council and operate themselves in a manner which meets the aims and objectives set out in

the sustainable policies of the Council, copies of which are available on the Council's website

## **27 Audit And Monitoring**

The Contractor will allow access for the Council and its officers to all relevant information for the purposes of audit and the monitoring of this Agreement.

## **28 Force Majeure**

**28.1** Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

**28.1.1** any delay by a Sub-Contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

**28.1.2** staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

**28.2** If a Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

**28.2.1** it promptly notified the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

**28.2.2** it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible

in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

**28.3** Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-

**28.3.1** any costs arising from that delay will be borne by the Party incurring the same; and

**28.3.2** either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

## **29 Rights of Third Parties**

The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties)

Act 1999 (or any amendment or re-enactment thereof).

**30     Notices**

- 30.1** Unless otherwise communicated to the Party in writing any notice to be given by either Party to the other may be served by fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury SY2 6ND
- 30.2** Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

**31     Termination**

- 31.1** Either Party may terminate this Agreement for convenience by giving to the other Party at least three months' prior notice in writing.
- 31.2** Either Party may terminate this Agreement by notice in writing to the other if:
- 31.2.1** the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
  - 31.2.2** the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;
  - 31.2.3** the other Party commits a series of minor breaches which, when taken together, amount to a material breach;
  - 31.2.4** the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
  - 31.2.5** the other Party ceases to carry on its business or substantially the whole of its business; or
  - 31.2.6** the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 31.3** Where notice to terminate is given pursuant to this clause 31 this Agreement shall terminate with effect on the date specified in the notice

**32.    Consequences of Termination**

- 32.1** Other than as set out in this Agreement, neither Party shall have any



- further obligations to the other under this Agreement after its termination
- 32.2** Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect
- 32.3** Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination
- 32.4** Notwithstanding its obligations in this clause 32 if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.
- 32.5** upon termination of this Agreement for any reason, the Contractor shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all Project Materials, information and any other property of the Council which are in the possession or control of the Contractor or the Contractor's Personnel at the date of termination.

**33. Disputes**

- 33.1** If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 33.1.1** In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute
- 33.1.2** If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Chief Executive of the Council and the Contractor or other authorised officer whose details have been notified to the Council, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice
- 33.1.3** If the dispute cannot be resolved in accordance with the preceding sub-clause then it shall be referred to a single arbitrator to be agreed between the Parties and failing such agreement within 14 days of the request of one Party to the other in writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed for that purpose on the written request of either Party by the President for the time being of the Law Society of England and Wales and any reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of the relevant Arbitration Acts and it is further agreed that if any matter is referred to arbitration then each Party will bear its own costs of such referral

### **34. Data Protection**

Both Parties will comply with all applicable requirements of the Data Protection Legislation and agree to take account of any guidance issued by the Information Commissioner's Office and:

34.1 The Parties to this Agreement intend that all data shared between the Parties as part of the delivery of the Services shall be anonymised data and shall not constitute the sharing of Personal Data but:

- a) To the extent that any data constitutes Personal Data (or constitutes anonymised data, but then the data becomes Personal Data in the hands of the data recipient), the data recipient shall hold and process such Personal Data at all times:
  - (i) as Data Controller of the Personal Data;
  - (ii) in accordance with Data Protection Legislation; and
  - (iii) using appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.

34.2 The Provider shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Council arising directly out of or in connection with the breach of the Data Protection Legislation by the Provider and/or its employees

- i) maintain complete and accurate records and information to demonstrate its compliance with this clause 34 and allow for audits by the Council or the Council's designated auditor and immediately

### **35 Governing Law And Jurisdiction**

It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts

### **36 Severance**

If any provision of this Agreement prohibited by law or judged by any court of competent jurisdiction to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

### **37 Parent Company Guarantee**

It is a condition of this Agreement that if the Contractor is a subsidiary company then its Ultimate Group/Holding Company must guarantee the performance of this

contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company.<sup>12</sup>

**38     Amendments**

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

**39     Agency, Partnership etc**

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

**40     Conflict of Terms**

If there is any ambiguity or inconsistency in or between the Contract Documents the Council shall determine, at its sole discretion, the priority of the documents.

**41     Entire Agreement**

This Agreement contains the entire agreement between the Parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

**IN WITNESS** of this Agreement

Signed by and on behalf of  
**Shropshire Council**

..... Assistant Director - Legal &  
Governance (Monitoring Officer)

..... Legal Services Manager

Signed by and on behalf of  
**(Contractor)**

.....  
Signature of authorised signatory                      Position in Company

Or

---

<sup>12</sup> Delete text if no parent company guarantee required and mark "not used"

.....  
Director Director/Company Secretary

Print Name (s).....

Witness:

Name: -----

Signature: -----

Address: -----

-----

-----

Occupation: -----

#### SCHEDULE 1

#### **SPECIAL CONDITIONS**

- a) Goods supplied shall be of satisfactory quality and be fit for the purpose for which they are to be used.
- b) Goods supplied must conform as to quantity, quality and description with the particulars stated in the Standing Offer Arrangement and the purchase order.
- c) All goods supplied must be at least to the standard specified in any appropriate British Standard Specification or British Code of Practice. Where specifications or Codes of Practice are amended during the period of offer the Contractor must supply to the new standard.
- d) All greengroceries supplied against this Standing Offer Arrangement shall, in all respects, comply with the requirements of:
  - I. The Food Safety Act 1990
  - II. The Trade Descriptions Act 1972
  - III. The Weights and Measures Act 1985
  - IV. Food Labelling Regulations 1996/1499
  - V. Food Labelling (Declaration of Allergens) (England) Regulations 2008
  - VII. Food Information (Amendment)(England Regulations 2020)
  - VIII. The Meat Products (England) Regulations 2003
  - IX. The Quick Frozen Foodstuffs (England) Regulations 2007
  - X. The Food Safety (General Food Hygiene) Regulations 2005
  - XI. The Materials and Articles in Contact with Food (England) Regulations 2012
  - XII. The General Food Law (Amendment)(EU Exit) Regulations 2019

and any other consumer legislation applicable (and any other enactments or regulations made under or kept in being by the above Acts) relating to greengroceries as if such products were for retail sale. Products must comply with all legislation relating to composition, standards, labelling and advertising of food.

- e) The Contracting Authority reserves the right to prohibit any foodstuff or ingredient which they consider to be detrimental to health.
- f) All fruit and vegetables supplied under this contract must be of a consistent quality and appearance. In the case of apples, bananas and pears, as a guide, there should be no less than 4 items to 454gm (1 lb).
- g) The Department for the Environment, Food and Rural Affairs (DEFRA) and The Food Standard Agency (FSA) are responsible for the enforcement of EU Grading and Marketing Regulations relating to fresh fruit and vegetables. They act under powers conferred on them by the Agriculture and Horticulture Act 1964 and the Horticultural Produce Act 1986.

The Contractor(s) is responsible for ensuring that the condition of the produce remains within the Class One provisions whilst in their possession and during delivery to the individual establishment.

Produce which fails to comply with these standards will be rejected (See Clause 5.16).

- h) All potatoes supplied under this contract shall be WARE grade and supplied in accordance with the Agriculture and Horticulture Development Board (AHDB) current grading standards prescription, together with any subsequent amendment. All potatoes supplied shall be white.
- i) Eggs shall be Class A size 4. The eggs supplied under this standing order arrangement must be from Free Range hens and carry the Lion 'best before' stamp
- j) All products that are prepacked for direct sale must be fully labelled with the ingredient list and allergens in bold as required by the Food Information (Amendment)(England Regulations 2020)
- k) Contractor is required to provide specifications for all products including allergen information in a format specified by the Contracting Authority. The Contractor is also required to ensure that any changes to allergens are updated and communicated to the Contracting Authority immediately in the format specified.

### **Variation of Specification**

The Contractor shall not alter the specification of any goods, except as directed in writing by the Contracting Authority but the Contracting Authority has the right, from time to time, during the execution of the Standing Offer Arrangements by notice in

writing to direct the Contractor to add or omit, or otherwise vary, the goods and the Contractor shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the original Standing Offer Arrangement.

Where the Contractor receives any such direction from the Contracting Authority which would occasion an amendment to the Standing Offer price, the Contractor shall, with all possible speed, advise the Contracting Authority in writing to that effect giving the amount of any such amendments, ascertained and determined at the same level of pricing as that contained in the Contractor's tender.

If, in the opinion of the Contractor, any such direction is likely to prevent the Contractor from fulfilling any of his obligations under the Standing Offer Arrangement, he shall notify the Contracting Authority and the Contracting Authority shall decide with all possible speed, whether or not the same shall be carried out and shall confirm his instructions in writing and modify the said obligations to such an extent as may be justified. Until the Contracting Authority so confirm their instructions they shall be deemed to have not been given.

### **Additives**

The products supplied must be free of the synthetic colours/additives contained in the list that is attached at Appendix 2..

### **Genetically Modified Foods**

All goods supplied under this arrangement must not be genetically modified. A written assurance must be given to this effect.

In addition, the foodstuffs (or their constituents) must comply with the Novel Foods and Novel Food Ingredients Regulations 1997, and also EC Regulations No 248/97 and 1139/98.

### **Irradiation**

Where the Contractor(s) proposes to supply foodstuffs (or their constituents) which have been subject to ionising radiation this must be notified in writing to the Contracting Authority and their specific written approval obtained prior to supply.

### **Quality Assurance**

The Contractor(s) shall establish and maintain an adequate documented quality system as a means to demonstrate his continuing ability to meet the contract specifications.

The Contractor will also co-operate fully at all times with Public Protection or any

other nominated representative of the Contracting Authority by allowing them access to all relevant information and personnel to enable them to undertake periodic audits of their Quality Standard Mark.

## **Samples**

The Contracting Authority (or a nominated representative) may ask for samples from the range of tendered products, for testing evaluation and analysis. The results of such an analysis, evaluation etc were the tender to be accepted, would act as a basis of the contract to which all future supplies must comply.

Samples may be called for at regular intervals during the contract period, and these are to be provided free of charge.

## **Analysis**

The Council will be at liberty to apply any tests or cause any analyses to be made for the purpose of ascertaining the quality of greengroceries being supplied. Should the result of such test or analyses indicate that the greengroceries are not equal to the standard specified, the charges for such tests or analyses shall be met by the Contractor(s)

The Contractor will also co-operate fully with the Council (or their nominated representative) by allowing them access to their premises, and, whilst there, allowing them access to any relevant other documentation and process procedures, and also the freedom to take any samples required to ascertain that products comply with all relevant regulations and conditions of contract. The Contractor must ensure that these facilities are available whether the Contractor is

## **Inspection of Goods & Services**

1 The Contractor(s) will allow the Council, any of their staff and appropriate personnel to inspect any delivery ticket and to check the quality and/or quantity of greengroceries at the premises of the Contractor, before despatch, during transit or at the place of delivery. The Contractor, his agents and servants shall give the Council and their staff all reasonable assistance to enable them to check the quantity and/or quality of the greengroceries or to inspect the Contractor(s)' premises.

2 The Council may submit samples of the goods to a public analyst or to a recognised testing house for examination. If the goods submitted are certified not to be of the quality or specification ordered, the Council may reject the whole consignment from which the samples were taken. In addition, samples may be taken in the manner prescribed by the Food Safety Act 1990 by the Trading Standards Service.

The rights of the Council under the Standing Offer Arrangement will not be prejudiced if analyses or tests are not carried out.

**Orders**

- (a) The Contractor will be required to provide a confirmed Product list (PLOF ) for use by the Council. These will list the items agreed by the Council in consultations with representatives in the Council's user departments. A separate price list will be made available to indicate the range of additional items that may be ordered by establishments only with express permission from the Head of Service or Operations Manager.
- (b) The Contractor may be required to introduce a system of electronic invoicing during the lifetime of the arrangement. Any such system will be in accordance with a format/procedure determined by the Council and at no cost to the Council.
- (c) The Contractor may be required to introduce a system of electronic ordering during the lifetime of the arrangement. Any such system will be in accordance with a format/procedure determined by the Council and at no cost to the Council.



## Schedule 2

### **Schedule of Delivery/List of Individual Sites**

[

## Appendix 1

### Tender and Tender Response Document

## Appendix 2

### List of Restricted colours and additives

Products supplied under the terms of this agreement must not contain any of the 13 Food Additives listed below that are in in bold.

The rest should be avoided where possible. Should any product/item contain any of the other additives listed below, this must be declared to the Contracting Authority in writing and permission obtained from the Contracting Authority in advance of supply.

#### Colours

E102 Tartrazine

**E104 Quinoline Yellow**

**E110 Sunset Yellow FCF (Orange Yellow S)**

**E122 Carmoisine (Azorubine)**

E123 Amaranth

**E124 Ponceau 4R (Cochineal Red A, Brilliant Scarlet 4R)**

E127 Erythrosine B5

E128 Red 2G

E129 Allura Red AC

E131 Patent Blue V

**E132 Indigo Carmine (Indigotine)**

**E133 Brilliant Blue FCF**

E142 Green S

E150 Caramel (a) (b) (c) (d)

E151 Black PN (Brilliant Black BN)

E153 Carbon Black (Vegetable Carbon)

E154 Brown FK (Kipper Brown)

E155 Brown HT (Chocolate Brown HT)

E161(g) Canthaxanthin

E173 Aluminium

E180 Pigment Rubine (Lithol Rubine BK)

#### Flavour Enhancers

**E621 Monosodium glutamate (MSG)**

E622 Monopotassium glutamate (MPG)

**E635 Disodium 5-ribonucleotide**

#### Sweeteners

**E950 Acesulfame K**

**E951 Aspartame**

E953 Isomalt

**E954 Saccharin**

E965 Maltitol (i), Maltitol (ii), Maltitol syrup

E966 Lactitol

E967 Xylitol

#### Preservatives

E210 Benzoic acid

E211 Sodium benzoate

**E220 Sulphur dioxide**

E249 Potassium nitrite

E250 Sodium nitrite

E251 Sodium nitrate

E252 Potassium nitrate

E282 Calcium propionate

Some preservatives, 'The Sulphites', are known to be a problem for asthmatics.

#### **E221 Sodium sulphite**

E222 Sodium hydrogen sulphite

E223 Sodium metabisulphite

E224 Potassium metabisulphite

E226 Calcium sulphite

E227 Calcium hydrogen sulphite

E228 Potassium hydrogen sulphite

#### Anti-oxidants

E320 Butylated hydroxyanisole (BHA)

E321 Butylated hydroxytoluene (BHT)

#### Flavourings

All flavourings unless clearly stated 'Natural' must be avoided. Flavourings do not have E numbers

Other additives that can be a problem for asthmatics or aspirin sensitive people.

E212 Potassium benzoate

E213 Calcium benzoate

E214 Ethyl 4-hydroxybenzoate

E215 Sodium ethyl 4-hydroxybenzoate

E216 Propyl 4-hydroxybenzoate

E217 Sodium propyl 4-hydroxybenzoate

E218 Methyl 4-hydroxybenzoate

Other additives not allowed for infants and young children.

E310 Propyl gallate

E311 Octyl gallate

E312 Dodecyl gallate

E219 Sodium methyl 4-hydroxybenzoate

E230 Diphenyl

E231 Orthophenyl phenol

E232 Sodium orthophenyl phenol

E233 Thiabendazole

E234 Nisin

E235 Natamycin

## Appendix 2



Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 1<sup>st</sup> September 2022  
My Ref: RMCS 036  
Your Ref: RMCS 036

Dear Bidder

**RMCS 036 – SUPPLY & DELIVERY OF GREENGROCERIES  
LOT 4 NORTH WALES**

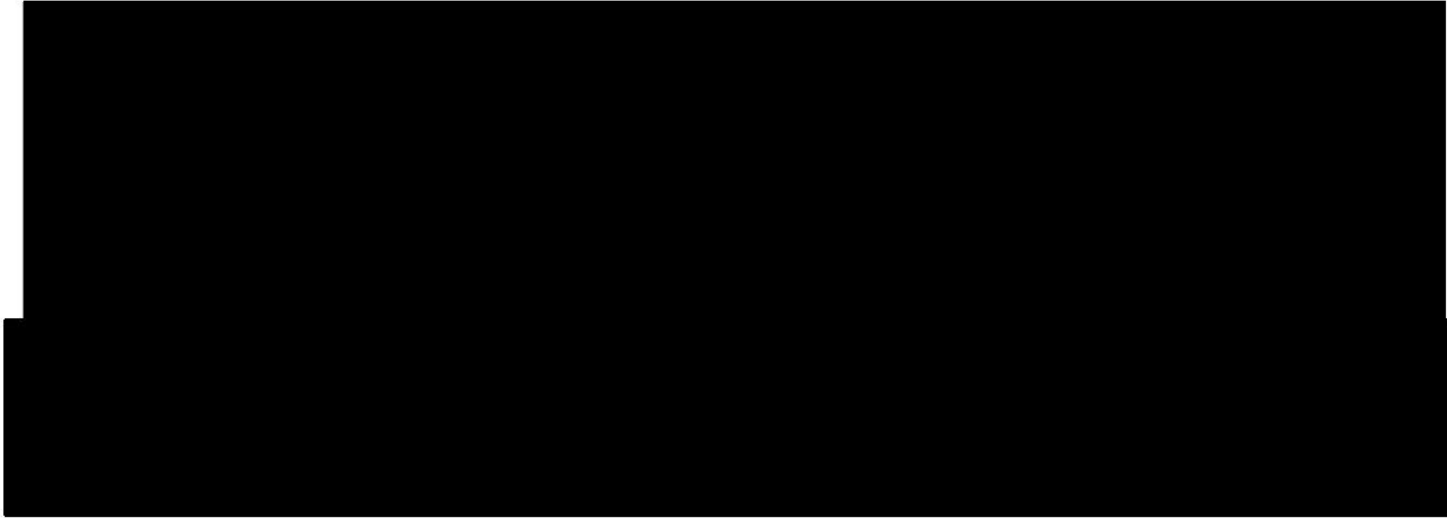
**SHROPSHIRE COUNCIL**

**SUBJECT TO CONTRACT**

This is an Award Decision Notice pursuant to The Public Contracts Regulations 2015 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above lot.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your bid. A mandatory "standstill" period is now in force; this period will end at midnight on 12<sup>th</sup> September 2022.



For your further information we would confirm that your quality and social value submission was scored against the published Q&S scoring scheme and the stated award criteria and received the

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 1<sup>st</sup> September 2022  
My Ref: RMCS 036  
Your Ref: RMCS 036

Dear Bidder

**RMCS 036 – SUPPLY & DELIVERY OF GREENGROCERIES  
LOT 1 SHROPSHIRE, LOT 2 WEST MIDLANDS & LOT 3 HEREFORD & WORCESTER**

**SHROPSHIRE COUNCIL**

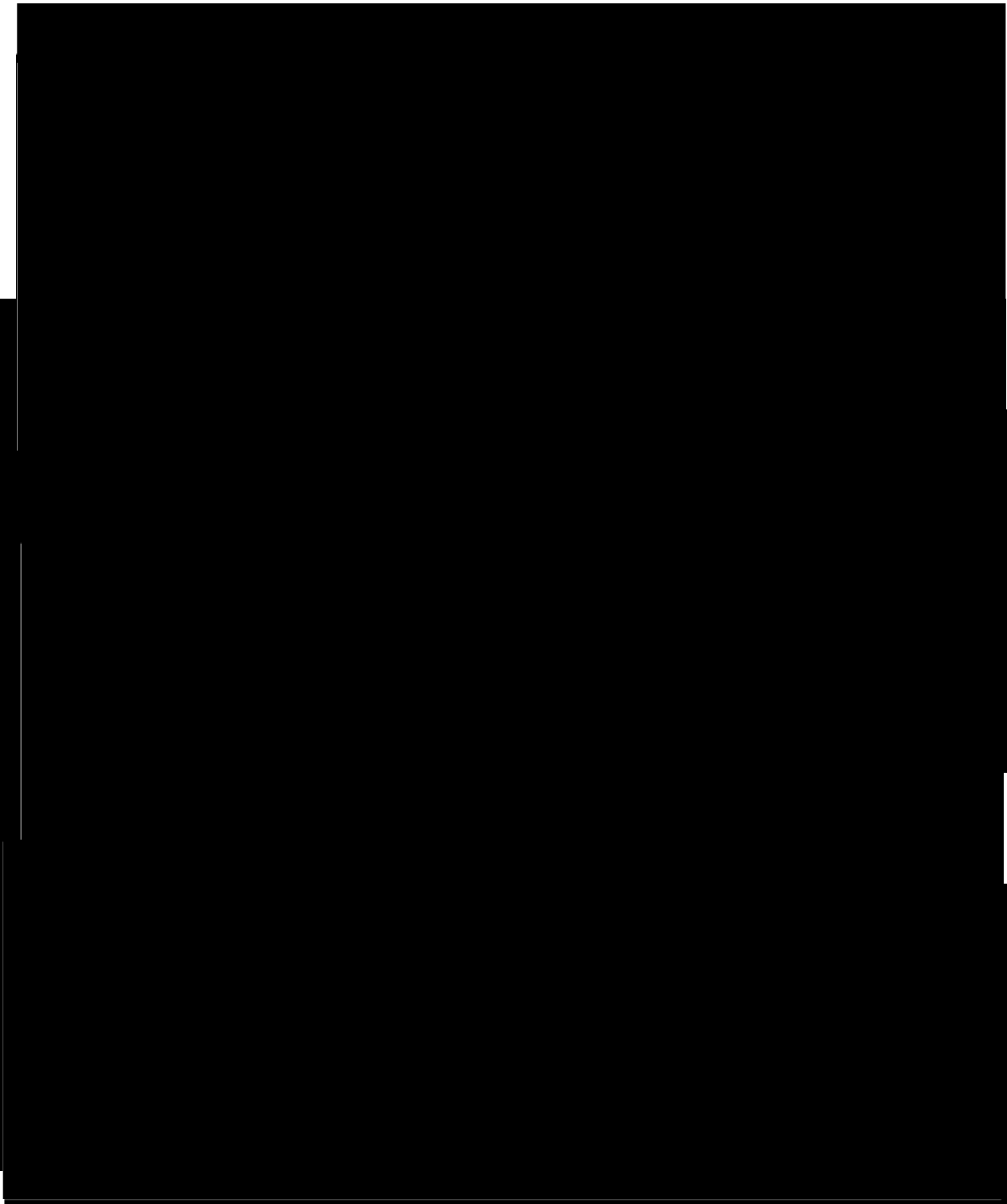
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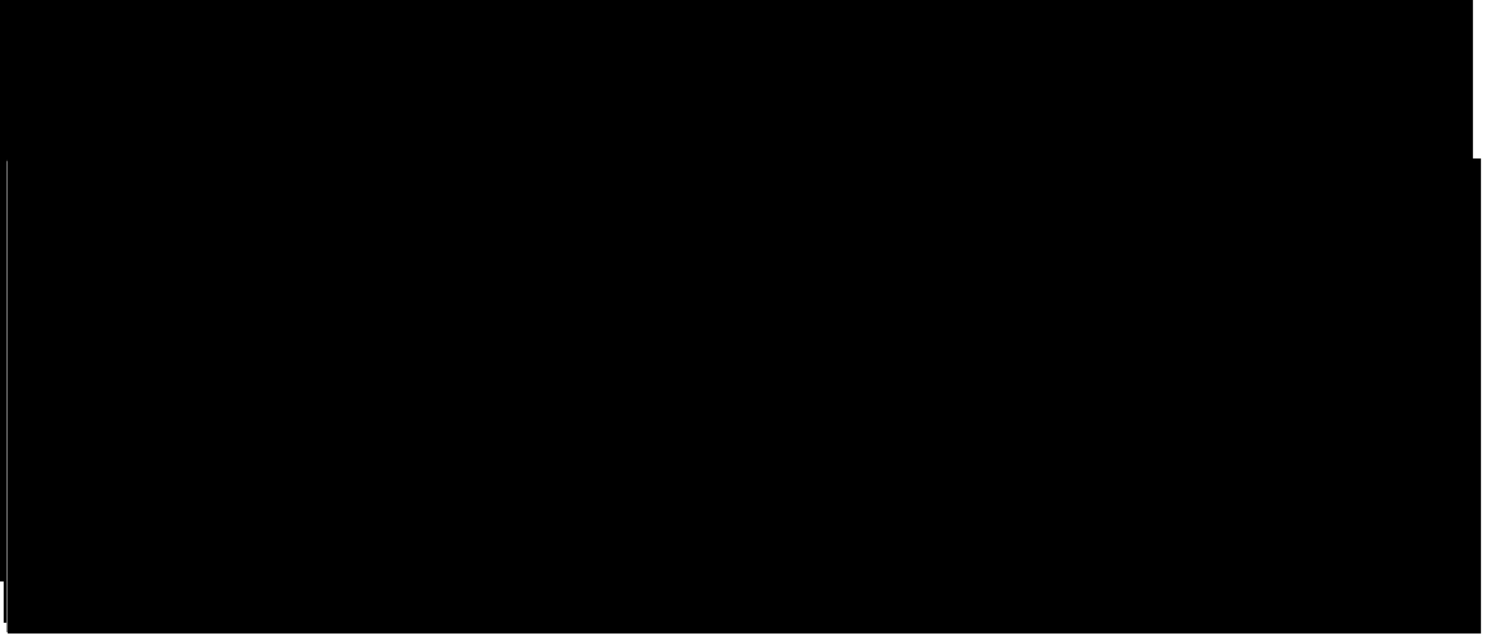
We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above lots.

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UK-Shrewsbury: Food, beverages, tobacco and related products.

UK-Shrewsbury: Food, beverages, tobacco and related products.

## Section I: Contracting Authority

### I.1) Name, Addresses and Contact Point(s):

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

[REDACTED]

Contact: Procurement Manager

Main Address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

NUTS Code: UKG22

### I.2) Joint procurement:

The contract involves joint procurement: Yes

In the case of joint procurement involving different countries, state applicable national procurement law: Not Provided

The contract is awarded by a central purchasing body: No

### I.4) Type of the contracting authority:

Regional or local authority

### I.5) Main activity:

General public services

## Section II: Object Of The Contract

### II.1) Scope of the procurement

#### II.1.1) Title: RMCS 036 - Supply & Delivery of Greengroceries

Reference number: RMCS 036

#### II.1.2) Main CPV code:

15000000 - Food, beverages, tobacco and related products.

#### II.1.3) Type of contract: SUPPLIES

II.1.4) Short description: This is a contract award notice for the supply and delivery of greengroceries to Shropshire Council establishments for an initial period of 2 years commencing on 1st September 2022 with the option to extend for a further period of 2 years plus 1 year.

#### II.1.6) Information about lots

This contract is divided into lots: Yes

[REDACTED]

Currency:GBP

## II.2) Description (lot no. 1)

II.2.1) Title: Not Provided

Lot No:Lot 1 - Shropshire

II.2.2) Additional CPV code(s):

15000000 - Food, beverages, tobacco and related products.

II.2.3) Place of performance

Nuts code:

UKG22 - Shropshire CC

Main site or place of performance:

Shropshire CC

II.2.4) Description of the procurement: This is a contract award notice for the supply and delivery of greengroceries to Shropshire Council establishments for an initial period of 2 years commencing on 1st September 2022 with the option to extend for a further period of 2 years plus 1 year.

II.2.5) Award criteria:

Quality criterion - Name: Quality / Weighting: 50

Cost criterion - Name: Price / Weighting: 50

II.2.11) Information about options

Options: No

II.2.13) Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds: No

II.2.14) Additional information: To respond to this opportunity please click here: <https://www.delta-sourcing.com/respond/ZVA7UDCRR5>

## II.2) Description (lot no. 2)

II.2.1) Title: Not Provided

Lot No:Lot 2 - West Midlands

II.2.2) Additional CPV code(s):

15000000 - Food, beverages, tobacco and related products.

II.2.3) Place of performance

Nuts code:

UKG22 - Shropshire CC

Main site or place of performance:

Shropshire CC

II.2.4) Description of the procurement: This is a contract award notice for the supply and delivery of greengroceries to Shropshire Council establishments for an initial period of 2 years commencing on 1st September 2022 with the option to extend for a further period of 2 years plus 1 year.

II.2.5) Award criteria:

Quality criterion - Name: Quality / Weighting: 50

Cost criterion - Name: Price / Weighting: 50

II.2.11) Information about options

Options: No

II.2.13) Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds: No

II.2.14) Additional information: Not Provided

II.2) Description (lot no. 3)

II.2.1) Title: Not Provided

Lot No: Lot 3 - Hereford & Worcestershire

II.2.2) Additional CPV code(s):

15000000 - Food, beverages, tobacco and related products.

II.2.3) Place of performance

Nuts code:

UKG22 - Shropshire CC

Main site or place of performance:

Shropshire CC



II.2.4) Description of the procurement: This is a contract award notice for the supply and delivery of greengroceries to Shropshire Council establishments for an initial period of 2 years commencing on 1st September 2022 with the option to extend for a further period of 2 years plus 1 year.

II.2.5) Award criteria:

Quality criterion - Name: Quality / Weighting: 50

Cost criterion - Name: Price / Weighting: 50

II.2.11) Information about options

Options: No

II.2.13) Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds: No

II.2.14) Additional information: Not Provided

II.2) Description (lot no. 4)

II.2.1) Title: Not Provided

Lot No: Lot 4 - North Wales

II.2.2) Additional CPV code(s):

15000000 - Food, beverages, tobacco and related products.

II.2.3) Place of performance

Nuts code:

UKG22 - Shropshire CC

Main site or place of performance:

Shropshire CC

II.2.4) Description of the procurement: This is a contract award notice for the supply and delivery of greengroceries to Shropshire Council establishments for an initial period of 2 years commencing on 1st September 2022 with the option to extend for a further period of 2 years plus 1 year.

II.2.5) Award criteria:

Quality criterion - Name: Quality / Weighting: 50

Cost criterion - Name: Price / Weighting: 50

II.2.11) Information about options

Options: No

II.2.13) Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds: No

II.2.14) Additional information: Not Provided

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement: No

IV.1.6) Information about electronic auction

An electronic auction has been used: No

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure

Notice number in the OJEU: 2022/S 000-014623

IV.2.9) Information about termination of call for competition in the form of a prior information notice

The contracting authority will not award any further contracts based on the above prior information notice: No

Section V: Award of contract

Award Of Contract (No.1)

Contract No: Not Provided

Lot Number: Not Provided

Title: Not Provided

A contract/lot is awarded: Yes

## V.2) Award of contract

V.2.1) Date of conclusion of the contract: 01/10/2022

### V.2.2) Information about tenders

Number of tenders received: 2

Number of tenders received from SMEs: 2 (SME - as defined in Commission Recommendation 2003/361/EC)

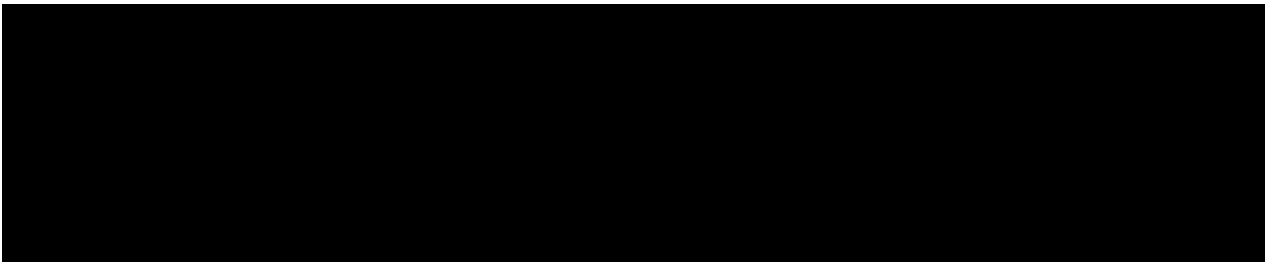
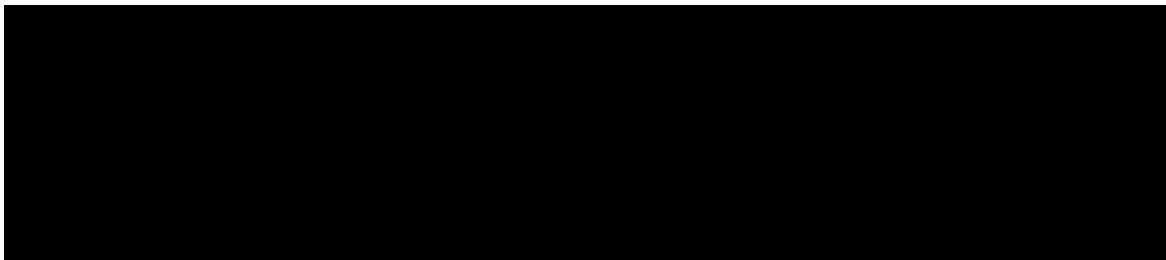
Number of tenders received from tenderers from other EU Member States: 0

Number of tenders received from tenderers from non-EU Member States: Not Provided

Number of tenders received by electronic means: 2

### V.2.3) Name and address of the contractor

The contract has been awarded to a group of economic operators: Yes



### V.2.4) Information on value of the contract/lot (excluding VAT)

Initial estimated total value of the contract/lot: Not Provided



Currency: GBP

### V.2.5) Information about subcontracting

The contract is likely to be subcontracted: No

## Section VI: Complementary information

VI.3) Additional information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

To view this notice, please click here:

<https://www.delta-esourcing.com/delta/viewNotice.html?noticeId=721183674>

#### VI.4) Procedures for review

##### VI.4.1) Review body

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

[REDACTED]

Internet address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

##### VI.4.2) Body responsible for mediation procedures

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

[REDACTED]

##### VI.4.3) Review procedure

Precise information on deadline(s) for review procedures: Not Provided

##### VI.4.4) Service from which information about the review procedure may be obtained

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Internet address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

#### VI.5) Date of dispatch of this notice: 13/12/2022

#### ANNEX A

I) Address of the other contracting authority on behalf of which the contracting authority is purchasing

##### 1: Contracting Authority

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

[REDACTED]

Main Address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

NUTS Code: UKG22