



9th January 2015

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Dear Sirs

IMC 158 - THE WHOLESALE SUPPLY AND DISTRIBUTION OF WATER, SOFT DRINKS AND SNACKS

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

1. Instructions for Tendering and Special Terms and Conditions
2. Tender Response Document
3. Schedule of Deliveries
4. Pricing Schedule
5. General Terms and Conditions

Tenders should be made on the enclosed Tender Specification and Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering and Special Terms and Conditions' through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

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

Returning of Tenders

The deadline for returning tenders is **noon on 27th February 2015**, 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.

Please also direct any clarifications that you may have in relation to the invitation to tender through the Delta tender portal.

Tenders **cannot** be accepted if:

Tenders are received by post, facsimile or email

Tenders are received after **12 noon on the given deadline**

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 17th December to appear in the Supplement to the Official Journal of the European Union.

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.

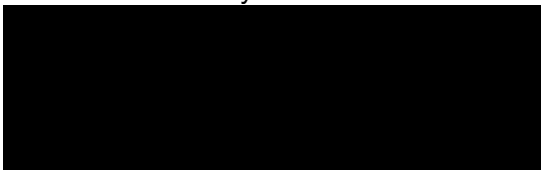
Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial 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.

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

Yours faithfully



Procurement Manager
Procurement & Contracts

SHROPSHIRE COUNCIL

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS, SERVICES AND WORKS

TABLE OF CONTENTS

1. DEFINITIONS
2. GENERAL
3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS
4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES
5. PRICE AND PAYMENT
6. DELIVERY
7. LOSS OR DAMAGE IN TRANSIT
8. INSPECTION
9. REJECTION
10. TITLE - PASSING PROPERTY
11. THE COUNCIL'S OBLIGATIONS
12. WARRANTY
13. INDEMNIFICATION
14. TERMINATION AND CANCELLATION
15. PREVENTION OF BRIBERY
16. INTELLECTUAL PROPERTY RIGHTS
17. INDEPENDENT CONTRACTORS
18. SEVERABILITY
19. ASSIGNMENT, TRANSFER AND SUB-CONTRACTING
20. WAIVER
21. HAZARDOUS GOODS
22. NOTICES
23. CONFIDENTIALITY
- 23A. AGREEMENT STATUS
24. COUNCIL DATA
25. PROTECTION OF PERSONAL DATA
26. COUNCIL DATA AND PERSONAL DATA AUDITS
27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING')
28. INSURANCE
29. EQUALITIES
30. HUMAN RIGHTS
31. HEALTH AND SAFETY AT WORK
32. FREEDOM OF INFORMATION ACT 2000 & ENVIRONMENTAL INFORMATION REGULATIONS 2004
33. SAFEGUARDING
34. SUSTAINABILITY
35. EXPIRY
36. AUDIT AND MONITORING
37. RIGHTS OF THIRD PARTIES
38. ENTIRE AGREEMENT
39. FORCE MAJEURE
40. GOVERNING LAW AND JURISDICTION
41. COMPLAINTS PROCEDURE
42. DISPUTES
43. STAFFING SECURITY [where used]
44. SECURITY REQUIREMENTS [where used]

These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix **“W” (Property Services contracts)** or **“Z” (Highways contracts)** will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

1. DEFINITIONS

1.1 In this document the following words shall have the following meanings:

'Agreement'	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
'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.
'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.
“Council Data”	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
"Council Software"	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
"Council System"	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
“Council Representative”	the representative appointed by the Council
"Council"	means Shropshire Council
“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, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information 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") ;
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.

"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Contractor System"	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"EIR"	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
"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)
"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
"FOIA notice"	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
"Form of Agreement"	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
"Goods"	means all goods specified in the Agreement.
"Hazardous Goods"	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).
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"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
"Law"	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Packages”	includes bags, cases, cylinders, drums, pallets and other containers
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
“Price”	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
‘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; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or (d) defrauding, attempting to defraud or conspiring to defraud the Council.
“Public body”	as defined in the FOIA 2000
'Purchase Order'	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
“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
‘Regulated Activity’	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
‘Regulated Provider’	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
“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
"Security Policy"	the Council's security policy as updated from time to time;
“Services”	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
'Software'	Specially Written Software, Contractor Software and Third Party

	Software;
'Specially Written Software'	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
'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, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof.
'Sub-Contractor'	the third parties that enter into a Sub-Contract with the Contractor.
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
"Works"	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
'Writing'	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

- 1.2 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 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.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 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.
- 1.9 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.
- 1.10 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of these terms and conditions.
- 1.12 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.
- 1.13 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

2 GENERAL

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

3 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

- 3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

4 ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

- 4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement
- 4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties
- 4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms

5 PRICE AND PAYMENT

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.

- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.
- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 30 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 30 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- 5.5 If the Council fails to make any payment due to the Contractor under this agreement by the due date for payment, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.6 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.7 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.8 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6 DELIVERY

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services

during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.

- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

- 7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

8. INSPECTION

- 8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.
- 8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

9. REJECTION

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.

9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

10 TITLE - PASSING PROPERTY

10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.

10.2 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.

10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement 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

10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative

10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.

10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.

10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

11 THE COUNCIL'S OBLIGATIONS

11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:

- a) co-operate with the Contractor;
- b) provide the Contractor with any information reasonably required by the Contractor;
- c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
- d) comply with such other requirements as may be otherwise agreed between the parties.

11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.
- 12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

13 INDEMNIFICATION

- 13.1 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.
- 13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

14 TERMINATION AND CANCELLATION

- 14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.
- 14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:
- a). 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.
 - b). the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
 - c). 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;
 - d). the other party ceases to carry on its business or substantially the whole of its business; or
 - e). 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.

15 PREVENTION OF BRIBERY (W) (Z)

- 15.1 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.
- 15.2 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 15 and provide such supporting evidence of compliance with this clause 15 by the Contractor as the Council may reasonably request.
- 15.3 If any breach of clause 15.1 is suspected or known, the Contractor must notify the Council immediately.
- 15.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 15.1, 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.
- 15.5 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 15.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 15.5, 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.
- 15.6 Any notice of termination under clause 15.5 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.
- 15.7 Despite clause 42 (Disputes), any dispute relating to:
- a) the interpretation of clause 15; 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.
- 15.8 Any termination under clause 15.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- 16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

17 INDEPENDENT CONTRACTORS

- 17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

18 SEVERABILITY

- 18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

- 19.1 The Council may, subject to clause 19.2:
(a) assign any of its rights under the Agreement; or
(b) transfer all of its rights or obligations by novation, to another person.
- 19.2 The consent of the Contractor is required for an assignment or transfer by the Council unless:
(a) the assignment or transfer is to an Associated Person of the Council; or
(b) either the Council or the Contractor have committed a breach of this Agreement which gives the other party the right under the terms of this Agreement to terminate the Agreement.
Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 19.3 The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.
- 19.4 The Contractor will not, without the written consent of the Council sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.
- 19.5 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

- 19.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, 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. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20 WAIVER

- 20.1 The failure by either party to enforce at any time or for any period any one or more of these General 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.

21 HAZARDOUS GOODS

- 21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.
- 21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

22 NOTICES

- 22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, 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
- 22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, 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

23 CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.

- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
- 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
- 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 23.6.3 such information was obtained from a third party without obligation of confidentiality;
- 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
- 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)

- 23A.1 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.
- 23A.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.
- 23A.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.
- 23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

24 **COUNCIL DATA**

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such backup copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
 - 24.5.1 Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
 - 24.5.2 The system is kept up to date with the latest versions of operating system and anti-virus updates; and
 - 24.5.3 Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
 - 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or

- 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council Data.
- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
- 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
- 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25 PROTECTION OF PERSONAL DATA

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
- 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);
- 25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;

25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

25.2.8 notify the Council (within five Working Days) if it receives:

- a) a request from a Data Subject to have access to that person's Personal Data; or
- b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;

25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:

- a) providing the Council with full details of the complaint or request;
- b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
- c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
- d) providing the Council with any information requested by the Council;

25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:

- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
- b) any reasonable instructions notified to it by the Council

25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

25.2.14 The Contractor shall ensure that its employees and agents 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 this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:

- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
- 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 26.3.1 all information requested by the Council within the permitted scope of the audit;
 - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - 26.3.3 access to Contractor Personnel
- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W)(Z)

- 27.1 The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request

28. INSURANCE

- 28.1 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 risks 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 of £5,000,000 (FIVE MILLION POUNDS) cover. In respect of death or personal injury due to negligence will be unlimited.
- 28.2 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.
- 28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.

28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.

28.5 If, for whatever reason, the Contractor] fails to give effect to and maintain the insurances required by the agreement the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

29. EQUALITIES (W) (Z)

29.1 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 in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.

29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

29.3 In addition, the Contractor and any Sub-Contractor employed by 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 .

29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.

29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

29.6 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.

30 HUMAN RIGHTS (W) (Z)

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

31 HEALTH AND SAFETY AT WORK (Z)

31.1 The Contractor will at all times in providing Goods, Services or Works 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.

32 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)

- 32.1 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.
- 32.2 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.
- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 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;
- 32.3.2 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
- 32.3.3 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.
- 32.4 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.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's 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:
- 32.6.1 in certain circumstances without consulting the Contractor; or
- 32.6.2 following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 32.6.1 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.
- 32.7 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.
- 32.8 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.

- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
- 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
- 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
- 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
- (a) confirm or deny that information is held by the other party, or
 - (b) disclose information required
- to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.
- 32.9.5 each party shall bear its own costs of:
- a) assessing the application of any exemption under FOIA and/or
 - b) responding to any FOIA notice and/or
 - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
- 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.
- 32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

33 SAFEGUARDING(W) (Z)

- 33.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :
- (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - (b) monitor the level and validity of the checks under this clause 33.1 for each member of the Contractor's Personnel.
- 33.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 33.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 33 have been met.
- 33.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such

person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.

- 33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.
- 33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

34 SUSTAINABILITY

- 34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy

35 EXPIRY

- 35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

36 AUDIT AND MONITORING) (W) (Z)

- 36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

37 RIGHTS OF THIRD PARTIES

- 37.1 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.

38 ENTIRE AGREEMENT

- 38.1 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.

39 FORCE MAJEURE

- 39.1 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:-

39.1.1 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

39.1.2 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.

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

39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

39.2.2 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.

39.3 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):-

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

39.3.2 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.

40 GOVERNING LAW AND JURISDICTION (W)

40.1 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

41 COMPLAINTS PROCEDURE (W) (Z)

41.1 The Contactor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

41.1.1 is easy to access and understand

41.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;

41.1.3 provides confidential record keeping to protect employees under this contract and the complainant

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

41.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback

41.2 The Contactor shall ensure that:

41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.

41.2.2 someone who is independent of the matter complained of carries out the investigation

41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations

41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint

41.3 The Contactor will make its complaints procedure available on request

- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

- 42.1 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:-
- 42.1.1 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
- 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, 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

Additional definitions for clauses 43 and 44	
"Security Plan"	the Contractor's security plan prepared pursuant <i>[to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)]</i> ;
"Staff Vetting Procedures"	the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

43 STAFFING SECURITY

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the

commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

- 43.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan

44 SECURITY REQUIREMENTS

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations



**IMC 158 –THE WHOLESALE SUPPLY AND
DISTRIBUTION OF WATER, SOFT DRINKS
AND SNACKS TO SHROPSHIRE COUNCIL**

SCHEDULE OF DELIVERY POINTS

School/Site

Albrighton Primary School New House Lane, ALBRIGHTON Wolverhampton WV7 3QS
Alveley Primary School Daddlebrook Road, Alveley BRIDGNORTH WV15 6JT
Belvidere Primary School Tenbury Drive, Telford Estate SHREWSBURY SY2 5YB
Bicton C E Primary School Bicton Lane, Bicton SHREWSBURY SY3 8EH
Bishop's Castle Primary School Oak Meadow, BISHOP'S CASTLE SY9 5AY
Bitterley CE Primary School Bitterley, LUDLOW SY8 3HF
Bomere Heath CE Primary School SHREWSBURY SY4 3PQ
Broseley CE Primary School Dark Lane, BROSELEY, Telford TF12 5LW
Brown Clee CE Primary School Station Road, Ditton Priors, BRIDGNORTH WV16 5SS
Bryn Offa CE Primary School Rockwell Lane, Pant, OSWESTRY SY10 9QR
Buildwas Primary School Buildwas, TELFORD TF8 7DA
Castlefields Primary School Castlefields, BRIDGNORTH WV16 5DQ
Christ Church CE Primary School Sheinton Road, CRESSAGE SY5 6DH
Church Preen Primary School CHURCH STRETTON SY6 7LH
Claverley CE Primary School WOLVERHAMPTON WV5 7DT
Cleobury Mortimer Primary School Love Lane, Cleobury Mortimer, WORCESTER DY14 8PE
Coleham Primary School Greyfriars Road, SHREWSBURY SY3 7EN
Corvedale CE Primary School Diddlebury, CRAVEN ARMS SY7 9DH
Dorrington CE Primary School Church Road, DORRINGTON SY5 7JL
Ellesmere Primary School Elson Road, ELLESMERE SY12 0BE
Gobowen Primary School OSWESTRY SY11 3LD
Grange Primary School Bainbridge Green, York Road SHREWSBURY, SY1 3QR
Greenacres Primary School

Rutland, SHREWSBURY SY1 3QG
Greenfields Primary School Hemsworth Way, Ellesmere Road, SHREWSBURY SY1 2QS
Harlescott Junior School Featherbed Lane, SHREWSBURY SY1 4QN
Hinstock Primary School MARKET DRAYTON TF9 2TE
Holy Trinity C E Primary School Middleton Road, OSWESTRY SY11 2LF
Hope CE Primary School Minsterley, SHREWSBURY SY5 0JB
John Wilkinson Primary School Coalport Road, Broseley, TELFORD TF12 5AN
Kinnerley CE Primary School OSWESTRY SY11 3DH
Longden CE Primary School Plealey Road, Longden, SHREWSBURY SY5 8EX
Longlands Primary School Linden Way, Fairfields, MARKET DRAYTON TF9 1QU
Ludlow Infants School Sandpits Road, LUDLOW SY8 1HG
Ludlow Junior School Clee View, LUDLOW SY8 1HX
Market Drayton Junior School Alexandra Road, MARKET DRAYTON TF9 3HU
The Meadows Primary School Harlech Road, OSWESTRY SY11 2EA
Meole Brace Primary and Nursery School Church Road, Meole Brace, SHREWSBURY SY3 9HG
Mereside C E Primary School Children's Way, Wenlock Road SHREWSBURY SY2 6LE
Minsterley Primary School Minsterley, SHREWSBURY SY5 0BE
Morda CE School OSWESTRY SY10 9NR
Moreton Say CE Primary School MARKET DRAYTON TF9 3RS
Mount Pleasant Junior School Whitemere Road, SHREWSBURY SY1 3BY
Much Wenlock Primary School Racecourse Lane, MUCH WENLOCK TF13 6JG
Myddle CE Primary School SHREWSBURY SY4 3RP
Newtown CE Primary School WEM SY4 5NU
Norton-in-Hales CE Primary School MARKET DRAYTON TF9 4AT
Oakmeadow Primary School Bayston Hill, SHREWSBURY SY3 0NU
Our Lady & St Oswald's Catholic Primary School, Upper Brook Street, OSWESTRY SY11 2TG

Oxon CE Primary School Racecourse Lane, Bicton Heath, SHREWSBURY SY3 5BJ
Pontesbury CE Primary School Bogey Lane, Pontesbury, SHREWSBURY SY5 0TF
Prees CE Primary School Cross End, PREES SY13 2ER
Radbrook Primary School Bank Farm Road, SHREWSBURY SY3 6DU
St Andrew's CE Primary School Park Lane, SHIFNAL TF11 9HD
St George's CE Primary School Clun, CRAVEN ARMS SY7 8JQ
St George's Junior School Woodfield Road, SHREWSBURY SY3 8LU
St John's Catholic Primary School Innage Lane, BRIDGNORTH WV16 4HW
St John the Baptist C E Primary School School Road, RUYTON XI TOWNS SY4 1JT
St Laurence CE Primary School Jockeyfields, LUDLOW SY8 1TP
St Lawrence CE Primary School Shrewsbury Road, CHURCH STRETTON SY6 6EX
St Leonard's CE Primary School Innage Lane, BRIDGNORTH WV16 4HL
St Lucia's C E Primary School Upton Magna, SHREWSBURY SY4 4TZ
St Martins 3-16 Learning Community Primary Campus, St Martins OSWESTRY SY11 3DH
St Mary's CE Primary School Shaw Lane, Albrighton, WOLVERHAMPTON WV7 3DS
St Mary's CE Primary School Dawson's Rough, Shawbury, SHREWSBURY SY4 4PF
St Mary's CE Primary School Westbury, SHREWSBURY SY5 9QX
Shrewsbury Cathedral Catholic Primary School New Park Road, Castlefields, SHREWSBURY SY1 2SP
St Thomas & St Anne's CE Primary School, Hanwood, SHREWSBURY SY5 8JN
Shifnal Primary School Currier's Lane, Shifnal, TELFORD TF11 8EJ
Stokesay Primary School Market Street, CRAVEN ARMS SY7 9NW
Sundorne Infant School Corndon Crescent, Sundorne Road, SHREWSBURY SY1 4LE
Trinity CE Primary School Ford, SHREWSBURY SY5 9LG
Weston Rhyn Primary School OSWESTRY SY10 7SR
Whitchurch CE Junior School Salisbury Road, WHITCHURCH SY13 1RX
Whittington CE Primary School OSWESTRY SY11 4DA
Whixall CE Primary School

WHITCHURCH SY13 2SB
The Wilfred Owen School at The Monkmoor Campus, Woodcote Way, Monkmoor, SHREWSBURY SY2 5SH
Wistanstow CE Primary School CRAVEN ARMS SY7 8DQ
Woodfield Infant School Woodfield Road, Copthorne, SHREWSBURY SY3 8LU
Woodside Primary School Gittin Street, Woodside, OSWESTRY SY11 1DT
Woore Primary School CREWE CW3 9SQ
Worthen CE Primary School Worthen, SHREWSBURY SY5 9HT
Belvidere School Crowmere Road, SHREWSBURY SY2 5LA
Church Stretton School – A Specialist Technology College Shrewsbury Road, CHURCH STRETTON SY6 6EX
The Community College Brampton Road, BISHOP'S CASTLE SY9 5AY
The Corbet School Technology College, Baschurch, SHREWSBURY SY4 2AX
Grange School – A Visual & Performing Arts College Worcester Road, SHREWSBURY SY1 3LP
Idsall School Coppice Green Lane, SHIFNAL TF11 8PD
Lacon Childe School Love Lane, CLEOBURY MORTIMER DY14 8PE
Lakelands School, Sports & Language College Oswestry Road, ELLESMERE SY12 0EA
The Marches School and Technology College Morda Road, OSWESTRY SY11 2AR
Mary Webb School & Science College Pontesbury, SHREWSBURY SY5 0TG
Meole Brace School Science College Longden Road, SHREWSBURY SY3 9DW
Sir John Talbot's Technology College Tilstock Road, WHITCHURCH SY13 2BY
Thomas Adams School Lowe Hill, WEM SY4 5UB
Ruscoe Centre c/o Adams School, WEM SY4 5UB
Shirehall Catering Service The Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND
The Gateway Coffee Shop Chester Street, SHREWSBURY SY1 1NB

Non-Shropshire Sites

Bentley West Primary School Monmouth Road, WALSALL WS2 0EQ
Bunbury & Aldersey C E Primary School School Lane, Bunbury TARPORLEY CW6 1NR

Christ Church C E Primary School Harden Road, Leamore WALSALL WS3 1EN
King Charles Primary School Wilkes Avenue, WALSALL WS2 0JN
Pelsall Village School Old Town Lane, WALSALL WS3 4NJ
St James Primary School Great Charles Street, Brownhills WALSALL WS8 6AE
Whitehall Infant & Nursery School West Bromwich Road, WALSALL WS1 3HS
Wistaston Church Lane Primary School Church Lane, Wistaston, CREWE CW2 8EZ
Wombridge Primary School Hartshill, Oakengates TELFORD TF2 6AN
Batchley First School Cherry Tree Walk, Batchley REDDITCH B97 6PD
Hartlebury C E Primary School The Village, Hartlebury KIDDERMINSTER DY11 7TD
Matchborough First School Matchborough Way, REDDITCH B98 0GD
Perdiswell Primary School Bilford Road, WORCESTER WR3 8QA
Perry Wood Primary & Nursery School St. Albans Close, WORCESTER WR5 1PP
Tenbury C E Primary School Bromyard Road, TENBURY WELLS WR15 8BS
Eirias High School Eirias Road, COLWYN BAY LL29 7SP
Charlton School Severn Drive, Wellington TELFORD TF1 3LE
Bryn Elian High School Windsor Drive, Old Colwyn COLWYN BAY LL29 8HU
Ysgol Emrys Ap Iwan Faenol Avenue, Abergele CONWY LL22 7HE
Aylestone Business & Enterprise College Broadlands House, Broadlands Lane HEREFORD HR1 1HY
The Bewdley School and Sixth Form Centre Stourport Road, BEWDLEY, Worcestershire DY12 1BL
Catshill Middle School Meadow Road, Bromsgrove, WORCESTER B61 0JW
Chantry High School Martley, WORCESTER WR6 6QA
Dyson Perrins CE High School Yates Hay Road, MALVERN, Worcestershire WR14 1WD

Hagley RC High School Brake Lane, HAGLEY, Worcestershire DY8 2XL
Hereford College of Arts Folly Lane, HEREFORD HR11LT
Hereford College of Arts College Road Campus, College Road HEREFORD HR1 1EB
Hereford Sixth Form College Folly Lane, HEREFORD HR1 1LU
Ipsley C E RSA Academy Winyates Way, Winyates West, REDDITCH B98 0UB
John Masefield High School & Sixth Form Centre Mabel's Furlong, LEDBURY, Herefordshire HR8 2HF
King Charles I Secondary School & Sixth Form Centre Lower School, Borrington Road KIDDERMINSTER DY10 3ED
King Charles I Secondary School & Sixth Form Centre Upper School, Comberton Road KIDDERMINSTER DY10 1XA
Witton Middle School Old Coach Road, DROITWICH SPA WR9 8BD



INSTRUCTIONS FOR TENDERING AND SPECIAL TERMS AND CONDITIONS

**IMC 158 - THE WHOLESALE
SUPPLY AND DISTRIBUTION OF
WATER, SOFT DRINKS AND
SNACKS TO SHROPSHIRE
COUNCIL**

Shropshire Council Instructions for tendering

Contract Description:

A contract for the wholesale supply and distribution of water, soft drinks and snacks to Shropshire Council for an initial period of 2 years commencing on 1st April 2015 with the option to extend for a further period of 2 years.

Water, soft drinks and snacks are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, Cheshire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender.

The contract will consist of two lots:-

Lot A Water/Flavoured Water to Shropshire Council (Shire Services) sites

Lot B Snacks and other soft drinks to Shropshire Council (Shire Services) sites

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 or both lots.

Index

<u>Section</u>	<u>Description</u>	<u>Page</u>
1.0	Invitation to Tender	2
2.0	Terms and Conditions	3
3.0	Preparation of Tenders	3
3.1	Completing the Tender Response Document	3
3.2	Tender Preparation and Cost	3
3.3	Parent Company Guarantee	4
3.4	Warranty	4
4.0	Tender Submission	5
5.0	Tender Evaluation	5
6.0	Clarifications	5
7.0	Continuation of the Procurement Process	6
8.0	Confidentiality	7
9.0	Freedom of Information	8
10.0	Disqualification	8
11.0	E-Procurement	9

12.0	Award of Contract	9
12.1	Award Criteria	9
12.2	Award Notice	10
12.3	Transparency of Expenditure	10
13.0	Value of Contract	10
14.0	Acceptance	10
15.0	Payment Terms	10
16.0	Special Terms and Conditions	11
17.0	Liability of Council	24
18.0	Declaration	25

1.0 Invitation to Tender

- 1.1** You are invited to tender for the wholesale supply and distribution of water, soft drinks and snacks to Shropshire Council as detailed in the Tender Response Document. The contract will be for an initial period of 2 years commencing on the 1st April 2015 with the option to extend for a further period of up to 2 years.
- 1.2** Tenders are to be submitted in accordance with the General Terms and Conditions 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 General Terms and Conditions and these Instructions for Tendering 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 using the label provided. Tenders must be submitted by the deadline of **noon, Friday 27th February 2015** via the online Delta portal.

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 Tender Evaluation

5.1 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.

5.2 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.

6.0 Clarifications

6.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

- 6.2 Any queries arising in relation to this invitation to tender should be raised via our Delta Tenderbox.
- 6.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 6.4 All queries should be raised as soon as possible (in writing), in any event not later than **20th February 2015**.
- 6.5 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.
- 6.6 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.

7.0 Continuation of the Procurement Process

- 7.1 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.
- 7.2 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.
- 7.3 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.

8.0 Confidentiality

- 8.1 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.

- 8.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 8.3 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.
- 8.4 The contents of this Invitation to Tender are being made available by the Council on condition that:
 - 8.4.1 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;
 - 8.4.2 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
 - 8.4.3 Tenderers shall not undertake any publicity activity within any section of the media.
- 8.5 Tenderers may disclose, distribute or pass this Invitation to Tender to their professional advisors, sub-contractors or to another person provided that:
 - 8.5.1 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
 - 8.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
 - 8.5.3 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
 - 8.5.4 the Tenderer is legally required to make such a disclosure.
- 8.6 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.

9.0 **Freedom of Information**

- 9.1 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.

- 9.2** 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.
- 9.3** 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.
- 9.4** 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.
- 9.5** 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>

10.0 Disqualification

- 10.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 10.1.1** 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
- 10.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 10.1.3** 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.

10.1.4 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.

10.2 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.

10.3 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.

11.0 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.

12.0 Award of Contract

12.1 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.

12.2 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.

12.3 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.

13.0 Value of Contract

The value of this contract currently is approximately £1.2m per annum however Shropshire Council cannot give any guarantee in relation to this value going forward. This sum has been calculated using last year's usage figures and does not factor in any anticipated increase associated with the universal infant free school meal initiative that was launched in September 2014.

14.0 Acceptance

14.1 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.

14.2 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.

14.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being **1st April 2015**.

15.0 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.

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 H of the tender response document. Prices to be tendered should be those applying at 1st April 2015.

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 Water, Soft Drinks and Snacks 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.

16.4 Values/Quantities

Any values or quantities given in this Invitation to Tender are estimates and for guidance only. 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 Water, Soft Drinks and Snacks detailed in question 1.3 of section H (for the appropriate Lot tendered for), 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 question 1.3 Section H must be nett 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

17.6.1 The prices quoted as at 1st April 2015 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:-

17.6.2 For the supply of Water, Soft Drinks and Snacks

Price variations for Water, Soft Drinks and Snacks will be implemented at annual intervals (in line with the contract anniversary date), following agreement between the Contractor and the Contracting Authority and subject to the Contractor providing one month prior written notice of change.

Any request for a variation of price outside of the annual review will also require one month prior written notice. As detailed in paragraph 16.5a, the Authority reserves the right to request documentary proof of (the Contractor) prices paid and supply arrangements. Any price variation not linked to the supply chain would need to be evidenced and justified in full.

17.6.3 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.

17.6.4 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 or EU Equivalents. Where specifications or Codes of Practice are amended during the period of offer the Contractor must supply to the new standard.
- d) All water, soft drinks and snacks supplied against this Standing Offer Arrangement shall, in all respects, where relevant, comply with the requirements of:
 - I. The Food Safety Act 1990
 - II. The Trade Descriptions Act 1968
 - III. The Weights and Measures Act 1985
 - IV. Food Labelling Regulations 1996/1499
 - V. Food Labelling (Declaration of Allergens) (England) Regulations 2008
 - VI. 2008/1188
 - VII. Food Information (Miscellaneous Amendment and Revocation) (England) Regulations 2013
 - VIII. The Meat Products (England) Regulations 2003
 - IX. The Food Safety (General Food Hygiene) Regulations 2013

X. The Materials and Articles in Contact with Food (England)-Regulations 2012

and any other legislation applicable (and any other enactments or regulations made under or kept in being by the above Acts) or EU equivalent legislation relating to water, soft drinks and snacks as if such products were for retail sale. Products must comply with all legislation relating to composition, (school food) 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 packages must be marked with the correct description of the packaged item, and where appropriate a list of the ingredients must be shown.

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 not include any of the colours/additives contained in the list in Section I of the Tender Response document. Any synthetic colours/additives, of the type listed, that are contained in any product supplied must be declared to the Contracting Authority in writing and permission obtained from the Contracting Authority in advance of supply.

16.10 Genetically Modified Foods

All goods supplied under this arrangement must not contain genetically modified ingredients. 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 Contracting Authority 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 Samples

The Contracting Authority may ask for samples from the range of tendered products, for testing evaluation and analysis by the Trading Standards Service. 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.

16.13 Quality Assurance

The Contractor 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 the Trading Standards Service by allowing them access to all relevant information and personnel to enable them to undertake periodic audits of the Quality Assurance System. The Quality Assurance System must meet the approval of the Trading Standards Service

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 water, soft drinks and snacks being supplied. Should the result of such test or analyses indicate that the water, soft drinks and snacks are not equal to the standard specified, the charges for such tests or analyses shall be met by the Contractor.

The Contractor will also co-operate fully with the Trading Standards Service 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 to the Trading Standards Service whether the Contractor is the manufacturer of the product supplied or not.

16.15 Inspection of Goods and Premises

- (a) The Contractor will allow the Contracting Authority, any of its staff and appropriate personnel to inspect any delivery ticket and to check the quality and/or quantity of the goods 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 Contracting Authority and its staff all reasonable assistance to enable them to check the quantity and/or quality of the goods or to inspect the Contractor's premises.
- (b) 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 printed order forms 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 establishments.
- (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 ordering 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 one, two, three or four times a month depending on each sites requirements.

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 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.

Additionally, 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 this arrangement.

- (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.

All alternative or substitute items are to be charged at the same price as the contracted item.

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) 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. 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.
- (k) For the purpose of this contract all deliveries made will be deemed to be retail sales.
- (l) 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.

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.
- (m) All deliveries, where required must comply with the Food Safety (General Food Hygiene) Regulations 2013.

16.18 Delivery Notes

All supplies of water, soft drinks and snacks 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 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.

16.20 Information to be supplied

The Contractor will supply the following information:

- (a) Data on an annual 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.

16.21 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 as amended, and, if not already included, must have the particulars 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.

16.22 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.

16.23 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.

16.24 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

16.25 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.

16.26 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.

16.27 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.

16.28 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.

17.0 Liability of Council

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

- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.

18.0 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.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Product Description	Volume	Case Size	Usage (cases) per Annum	Product/Brand (if different)
CALYPSO FAIR TRADE APPLE JUICE	200ml	27	1771	
CALYPSO FAIR TRADE ORANGE JUICE	200ml	27	1100	
SHLURP MILK CHOCOLATE 12PK	250ml	12	619	
SHLURP STRAWBERRY 12PK	250ml	12	522	
COKE GB 500ml	500ML	24	236	
CAD TWIRL		48	119	
WALKERS READY SALTED	32.5g	48	160	
AQUAJUICE ORANGE	500ML	24	227	
TWIX STD	STD	32	193	
JUICE BURST ORANGE	500ML	12	344	
AQUAJUICE FOREST FRUIT	500ML	24	190	
MARS BAR STD	STD	48	119	
AQUAJUICE 67 CUPS APPLE	185ml	24	493	
WALKERS CHEESE & ONION	32.5g	48	120	
SNICKERS STD	STD	48	116	
AQUAJUICE 67 CUPS F/FRUITS	185ml	24	488	
AQUAJUICE 67 CUPS ORANGE	185ml	24	487	
WALKERS SALT & VINEGAR	32.5g	48	117	
MALTESERS STD	STD	40	114	
DORITOS EXTREME CHILLI STD		40	104	
DIET COKE 500ML	500ML	24	123	
SHLURP MILK BANANA 12PK	250ml	12	253	
AQUAJUICE APPLE	500ML	24	132	
AQUAJUICE 67 CUPS APPLE/BLACK	185ml	24	358	
SKITTLES FRUIT STD		36	110	
WENLOCK SPRING STILL SPORTS CAP	500ML	24	299	
DR PEPPER	500ML	24	103	
DIET COKE GB	500ML	24	89	
CANS APPLTISER	330ml	24	111	
KINDER BUENO		30	91	
CANS GRAPETISE	330ml	24	100	
KINDER BUENO WHITE		30	91	
RAPIDZ SPARKLING IRON BREW	330ml	24	119	
RAPIDZ SPARKLING FRUIT COLA	330ml	24	118	
KIT KAT FOUR FINGER		48	76	
CAD CDM DAIRY MILK STD	STD	48	59	
GALAXY MILK STD	42G	24	128	
SKITTLES SOURS		36	96	
GALAXY CARAMEL STD		24	110	
FANTA FRUIT TWIST 500ml	500ML	24	80	
DORITOS COOL ORIGINAL STD		40	63	
CHERRY COKE 500ml	500ML	24	74	
RICE KRISPIE SQ CHOC & CARA(YELLOW)	36g	30	83	
GALAXY MINSTRELS STD	STD	40	61	
DORITOS TANGY CHEESE STD		40	62	
KIT KAT CHUNKY		48	58	
FANTA LEMON 500ml	500ML	24	69	
WALKERS PRAWN COCKTAIL	32.5g	48	59	
QUAVERS CHEESE		48	63	
AQUAJUICE ORANGE	330ml	24	115	
AQUAJUICE FOREST FRUITS	330ml	24	114	

CAN BRITVIC ORANGE JUICE	330ml	24	68
AQUAJUICE APPLE	330ml	24	109
CAD CRUNCHIE	STD	48	46
FANTA ORANGE 500ml	500ML	24	64
RAPIDZ SPARKLING LEMONADE	330ml	24	75
GALAXY COOKIE CRUMBLE STD		24	82
SKITTLES CONFUSED		36	65
WENLOCK STILL	330ml	24	191
RICE KRISPIE SQUARES MALLOW(BLUE)	28g	30	64
M&M'S CHOCOLATE STD	STD	36	48
CAD FREDDO 20p		60	84
AQUAJUICE APPLE & BLACK	330ml	24	85
SPRITE 500ml	500ML	24	51
RICE KRISPIE SQ TOTALLY CHOC	36g	30	50
LILT 500ml	500ML	24	49
CANS DIET COKE	330ml	24	72
CAN AQUA JUICE SPARK APPLE	330ml	24	49
STARBURST STICK ORIGINAL		45	40
M&M'S CRISPY STD	STD	24	58
OASIS SUMMER FRUITS	500ML	12	78
CAD BOOST WITH GLUCOSE	48.5g	48	29
OASIS CITRUS PUNCH	500ML	12	74
CANS DIET COKE GB	330ml	24	62
POLO ORIGINAL		48	34
CANS VIMTO	330ml	24	62
COKE ZERO 500ml	500ML	24	40



Tender Response Document

**IMC 158 –THE WHOLESALE SUPPLY AND
DISTRIBUTION OF WATER, SOFT DRINKS
AND SNACKS TO SHROPSHIRE COUNCIL**

Name of TENDERING
ORGANISATION
(please insert)

Batleys Foodservice Ltd

Shropshire Council Tender Response Document

Contract Description:

A contract for the wholesale supply and distribution of water, soft drinks and snacks to Shropshire Council for an initial period of 2 years commencing on 1st April 2015 with the option to extend for a further period of 2 years.

Water, soft drinks and snacks are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, Cheshire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender.

The contract will consist of two lots:-

Lot A Water/Flavoured Water to Shropshire Council (Shire Services) sites

Lot B Snacks and other soft drinks to Shropshire Council (Shire Services) sites

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 or both 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 and require further clarification, please contact 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 Question 1.1. 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 the electronic copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	6
A2	Non-Canvassing Certificate	7
A3	Non-Collusive Tendering Certificate	8
A4	Declaration of Connection with Officers or Elected Members of the Council	9
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	10
C	Financial & Insurance Information	12
D	Outstanding Claims & Contract Terminations	14
E	Health & Safety and Equal Opportunities	15
F	Contract Experience and References	21
G	Accreditations and Skills Level	23
H	Tender Schedule	24

Award Criteria

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

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, 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 / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level
Section I	Food Additives to be avoided

Section C 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.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Section I Food Additives to be avoided: Please confirm that the food additives listed are NOT used in any of the products supplied under this arrangement - Pass/Fail – if your products contain any of these additives your tender will 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.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 60% (600 marks)		
Section H / Q 1.1	On Cost	3% / 30 max marks
Section H / Q 1.2	Settlement terms (additional discount)	2% / 20 max marks
Section H / Q 1.3	Appendix A Pricing Schedule Lot A and Lot B	55% / 550 max marks
Total for price		60% / 600 max marks
Quality 40% (400 marks)		
Section H / 2.1	Technical Specification	3% / 30 max marks
Section H / 2.2	Technical Specification	4% / 40 max marks
Section H / 2.3	Technical Specification	5% / 50 max marks
Section H / 2.4	Technical Specification	3% / 30 max marks
Section H / 2.5	Activity Timescale	3% / 30 max marks
Section H / 2.6	Activity Timescale	3% / 30 max marks
Section H / 2.7	Activity Timescale	3% / 30 max marks
Section H / 2.8	Activity Timescale	1% / 10 max marks
Section H / 2.9	Delivery	2% / 20 max marks
Section H / 2.10	Delivery	3% / 30 max marks
Section H / 2.11	Delivery	1% / 10 max marks
Section H / 2.12	Maintenance/Warranty	4% / 40 max marks
Section H / 2.13	Maintenance/Warranty	3% / 30 max marks
Section H / 2.14	Social Value proposals	2% / 20 max marks
Total for quality		40% / 400 max marks

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
Excellent	10	<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>
	9	
Good	8	<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>
	7	
Acceptable	6	<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>
	5	
Minor Reservations	4	<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>
	3	
Serious Reservations	2	<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>
	1	
Unacceptable	0	<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 mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the

difference in the marks between those tenders and the tender receiving the highest mark for that category.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being **60%**. **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.

Section H Question 1.1

The most competitively priced tender will receive the maximum mark for oncost being **30** marks. Less competitive tenders will receive a % of the maximum mark that represents the difference in oncost between that tender and the most competitively priced tender.

Section H Question 1.2

The most competitively priced tender will receive the maximum mark for settlement terms being **20** marks. Less competitive tenders will receive a % of the maximum mark that represents the difference in settlement terms between that tender and the most competitively priced tender.

Section H Question 1.3

The most competitively priced tender will receive the maximum mark for price being **550** for Lot A and **550** for Lot B. 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.

Lot A –Supply of water to school and other Council sites.

Price will be evaluated by:

1. Using the price per item tendered in Section H, question 1.2 ‘Pricing Schedule Lot A’ multiplied by the approximate annual usage (based on the usage information contained in the pricing schedule) and totalled to give an overall basket cost. This will be worth a maximum of **550** marks

Lot B – Supply of soft drinks and snacks to school and other Council sites.

Price will be evaluated by:

1. Using the price per item tendered in Section H, question 1.2 ‘Pricing Schedule Lot B’ multiplied by the approximate annual usage (based on the usage information contained in the pricing schedule) and totalled to give an overall basket cost. This will be worth a maximum of **550** marks.

For both lots please quote a unit price for all products listed or suitable alternatives. Please state the alternative brand name in the column provided. The alternative product **MUST** still match any specification details supplied. If it does not it will be assumed you are unable to supply the product (see below).

Please note if you fail to submit a price for any individual item the contracting authority will insert the highest tendered price received for that item for the purposes of evaluation

(Please note that the figures are based on current usage and the Council cannot guarantee numbers for future work)

Section A: 1. Form of Tender

Form of Tender

Shropshire Council

Tender for IMC 158 – Framework for the Wholesale Supply and Distribution of a Complete Range of Water, Soft Drinks and Snacks to Shropshire Council

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 Wholesale Supply and Distribution of a Complete Range of Water, Soft Drinks and Snacks to Shropshire Council at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed ...



Name



Date ...27 Jan 2015

DesignationContract Manager.

Company.....Batleys Foodservice Ltd

Address

Batleys Ltd
Ohio Ave
Salford Enterprise Zone
Salford
Manchester
M50 2GT

Tel No 07584-345267

Fax No

E-mail address 

Web addressbbfoodservice.co.uk.....

Section A:
2. Non-Canvassing Certificate

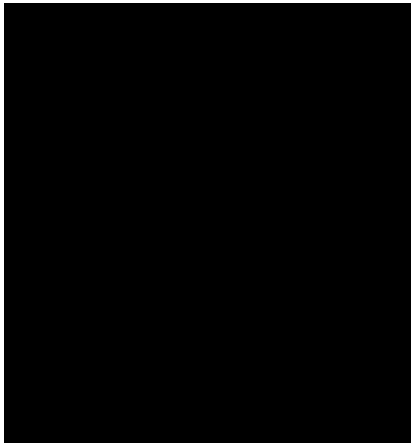
Non-Canvassing Certificate

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.

Signed (1)



Status...Contract Manager...

Signed (2)

Status.....Senior Contract Manager...

(For and on behalf of Batleys Foodservice Ltd

Date ...27th Jan 2015

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called "the Council")

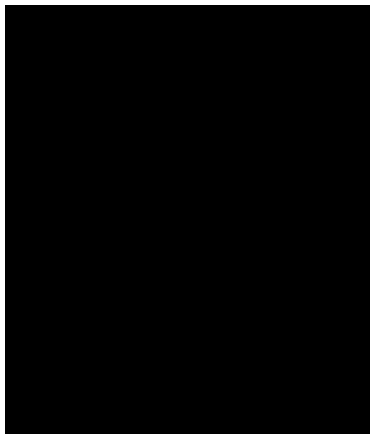
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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.

Signed (1)



Status...Contract Manager...

Signed (2)

Status.....Senior Contract Manager...

(For and on behalf of Batleys Foodservice Ltd

Date ...27th Jan 2015

Section A:
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?

No

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.

Signed (1)		Status...Contract Manager...
Signed (2)		Status.....Senior Contract Manager
(For and on behalf of Batleys foodservice Ltd.....)		

Date ...27th Jan 2015

Section B: **Applicant Organisation Details**

1.	Applicant Details
1.1	Name of contracting Company/Organisation: Batleys Ltd Address: Ohio Ave Salford Enterprise Zone Salford Manchester Postcode: M50 2GT Tel: 07584-345267 Email: [REDACTED]
1.2	Registered name (if different from above): Batleys Ltd Registered Office Address: 977 Leeds Rd Huddersfield Yorks Postcode: HD2 1UP Company registration number: 00675326

1.3	Details of the individual completing this application and to which we may correspond: Name: ██████████ Job title: Contract Manager Correspondence Address: Ohio Ave Salford Enterprise Zone Salford Manchester M50 2GT Tel: 07584-345267 Email: ██████████	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	X
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	
1.5	Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i>	NO
	If No, Please confirm you are an enterprise which employs more than 250 people	YES

2.	Company History/Background	
2.1	Date Company established: 1956	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES

2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Bestway Ltd 2 Abbey Rd Park Royal London NW10 7BW</p> <p>Registration Number: 01207120</p>
2.4	<p>How many years has your company been providing Groceries, Provisions and Frozen Foods?</p> <p style="text-align: right;">█ years</p>
2.5	<p>Total number of employees: █</p>
2.6	<p>Total number of employees engaged solely in the provision of Groceries, Provisions and Frozen Foods?</p> <p>█</p>

Section C: **Financial & Insurance Information**

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES

(a)		
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Liberty Mutual Insurance Europe Limited trading as Liberty Mutual Insurance 3rd Floor, 2 Minster Court, Mincing Lane, London EC3R 7YE</p> <p>Date policy taken out 30th June 2014</p> <p>Expiry date of the policy 29th June 2015</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions</p> <p>the minimum amount of cover provided by this policy is no less than £5,000,000(c)</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	Yes
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Liberty Mutual Insurance Europe Limited trading as Liberty Mutual Insurance 3rd Floor, 2 Minster Court, Mincing Lane, London EC3R 7YE</p> <p>Date policy taken out 30th June 2014</p> <p>Expiry date of the policy 29th June 2015</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions</p> <p>the minimum amount of cover provided by this policy is no less than £5,000,000</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES See appendix 1
2.	Financial Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract</i></p>	

	<i>to be awarded.</i>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;"><u>Company</u></th> <th style="text-align: center;">Account s Enclosed</th> </tr> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;"><u>Turnover</u></th> <th style="text-align: center;"><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2010/11</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">2011/12</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">2012/13</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">YES See appendix 2</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2010/11	██████████	██████████	YES	2011/12	██████████	██████████	YES	2012/13	██████████	██████████	YES See appendix 2
<u>Company</u>			Account s Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
2010/11	██████████	██████████	YES																		
2011/12	██████████	██████████	YES																		
2012/13	██████████	██████████	YES See appendix 2																		
2.2	<p>Please show below your company’s turnover in the provision of The Wholesale Supply and Distribution of a Complete Range of Water, Soft Drinks and Snacks in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;">Turnover in relation to</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2010/11</td> <td style="text-align: center;">██████████</td> </tr> <tr> <td style="text-align: center;">2011/12</td> <td style="text-align: center;">██████████</td> </tr> <tr> <td style="text-align: center;">2012/13</td> <td style="text-align: center;">██████████</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to	2010/11	██████████	2011/12	██████████	2012/13	██████████												
<u>Year</u>	Turnover in relation to																				
2010/11	██████████																				
2011/12	██████████																				
2012/13	██████████																				

Section D: Outstanding Claims and Contract Terminations


1.	Outstanding Claims / County Court Judgements
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1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	NO
1.2	If YES to 1.1 please provide further details.	

2.	Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination. None	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract. None	

Section E:
Health & Safety and Equal Opportunities

1.	Health & Safety at Work
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*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive’s (HSE) website.</i></p> <p><i>Health and Safety Executive’s website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed (see appendix 3) <input checked="" type="checkbox"/></p>	YES
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	NO
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></p>	
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	YES
1.5	<p>If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).</p> <p></p>	

1.6	Do you routinely carry out Risk Assessments?	YES
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <div style="background-color: black; height: 150px; width: 100%;"></div>	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>All food handling staff are given a training course to complete before being allowed on the shop floor handling goods. Each member of staff is also trained with the use of HACCP & COSSH Full training records or procedure available on request.</p> <p>Training & Induction statement attached see appendix 4</p>	
1.10	Does your company monitor:	
	(a) Accidents	YES
	(b) Ill health caused by work	YES
	(c) Health & Safety Performance	YES
1.11	Does your company have a recognised health & safety management system?	YES
	Please give details below:	See appendi x 5

1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" data-bbox="432 398 1015 562"> <thead> <tr> <th colspan="2" data-bbox="823 371 951 398">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 405 823 479">No. of accidents reported under RIDDOR last year</td> <td data-bbox="823 405 1015 479">■</td> </tr> <tr> <td data-bbox="432 479 823 562">No. of accidents reported under RIDDOR this year</td> <td data-bbox="823 479 1015 562">■</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	■	No. of accidents reported under RIDDOR this year	■	
Total								
No. of accidents reported under RIDDOR last year	■							
No. of accidents reported under RIDDOR this year	■							
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below. Each depot has an assistant manager who is responsible for H&S issues, training and up keep of all records.</p> <div data-bbox="276 804 1206 947" style="background-color: black; width: 100%; height: 100%;"></div>	YES						
1.14	Will you be using any sub contractors as part of this contract?	NO						
1.15	If YES to 1.14 please give details of who your sub contractors are.							
1.16	If YES to 1.14 how do you ensure they are competent?							
1.17	Where do you get your competent health and safety advice?							

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?</p>	<p>Enclosed</p> <p>YES</p>

	<p>- UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> - Human Rights Act 1998 - Equality Act 2010 <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p>	<p>See appendix 6</p>
<p>2.2</p>	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <ul style="list-style-type: none"> • Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010; • Advance equality of opportunity between those who share protected characteristics and those who do not; • Foster good relations between those who share protected characteristics and those who do not. <p>How do you promote equality in your service delivery and towards your employee management as part of your operations?</p> <div style="background-color: black; width: 100%; height: 40px; margin-top: 10px;"></div>	
<p>2.3</p>	<p>In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?</p>	<p>NO</p>
<p>2.4</p>	<p>If YES to 2.3, please give details.</p>	

2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9)</p> <p>How do you promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities and career progression?</p> <p>Please provide evidence of the above</p>	
2.8	<p>Do you have a grievance process to address all complaints relating to perceived discrimination?</p> <p>Provide evidence for the above</p>	YES See appendix 7
2.9	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: center;">Confirmed</p>	YES/NO

Section F: Contract Experience and References

1. Contract Experience and References					
1.1 Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.					
	Name of Organisation/Company	Contact Name, Address & Contact Details	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Dec 12 – Dec 15
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Dec 12 – Dec 15
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Dec 12 – Dec 15
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Dec 12 – Dec 15
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Nov 13- Nov 15 + 2 yrs extension
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Aug 14- Sept 16 + 2x 1yr extension

7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Feb 14 - Feb 17 + 1 year
8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	March 14 – Dec 15
9	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	April 12 – Apr 15
10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Jan 11 – Jan 15

2.	
2.1	<p data-bbox="263 210 1356 347">Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required provision of Groceries, Provisions and Frozen Foods.</p> <p data-bbox="263 369 1388 683">[Redacted]</p> <p data-bbox="263 705 1348 851">[Redacted]</p> <p data-bbox="263 873 1388 952">[Redacted]</p> <p data-bbox="263 974 1292 1052">[Redacted]</p> <p data-bbox="263 1075 1364 1321">[Redacted]</p> <p data-bbox="263 1344 1308 1422">[Redacted]</p> <p data-bbox="263 1444 1356 1523">[Redacted]</p> <p data-bbox="263 1545 1388 1691">[Redacted]</p> <p data-bbox="263 1713 1356 1825">[Redacted]</p> <p data-bbox="263 1848 486 1892">[Redacted]</p> <p data-bbox="263 1915 1420 2027">[Redacted]</p>

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Section G:
Accreditations and Skills Level

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>																					
	<p>Please provide copies of the certificates you have given above or other proof of the qualifications.</p>			<p>Enclosed YES See app 8</p>																					
<p>1.2</p>	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates or EU Equivalent.</p>																								
	<table border="1"> <thead> <tr> <th data-bbox="252 1279 625 1391">Name of Awarding Organisation/Body</th> <th data-bbox="625 1279 866 1391">Registration Number</th> <th data-bbox="866 1279 1157 1391">Name of Quality Assurance System</th> <th data-bbox="1157 1279 1300 1391">Date Achieved</th> <th data-bbox="1300 1279 1452 1391">Date of Expiry/Renewal</th> </tr> </thead> <tbody> <tr> <td data-bbox="252 1391 625 1480">[REDACTED]</td> <td data-bbox="625 1391 866 1480">[REDACTED]</td> <td data-bbox="866 1391 1157 1480">[REDACTED]</td> <td data-bbox="1157 1391 1300 1480">[REDACTED]</td> <td data-bbox="1300 1391 1452 1480">[REDACTED]</td> </tr> <tr> <td data-bbox="252 1480 625 1615">[REDACTED]</td> <td data-bbox="625 1480 866 1615">[REDACTED]</td> <td data-bbox="866 1480 1157 1615">[REDACTED]</td> <td data-bbox="1157 1480 1300 1615">[REDACTED]</td> <td data-bbox="1300 1480 1452 1615">[REDACTED]</td> </tr> <tr> <td data-bbox="252 1615 625 1935">[REDACTED]</td> <td data-bbox="625 1615 866 1935">[REDACTED]</td> <td data-bbox="866 1615 1157 1935">[REDACTED]</td> <td data-bbox="1157 1615 1300 1935">[REDACTED]</td> <td data-bbox="1300 1615 1452 1935">[REDACTED]</td> </tr> </tbody> </table>	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]				
Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal																					
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]																					
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]																					
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]																					
	<p>Please provide copies of the certificates you have given above or other proof of the qualifications.</p>			<p>Enclosed YES See</p>																					

		appendix 9
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Section H: **Tender Schedule**

All tendered prices must include all packing and delivery costs and be exclusive of VAT.

1. SUPPLY OPTIONS

Please indicate for which of the following options you are tendering for by placing an X in the appropriate box:-

Lot A	Water/Flavoured Water to Shropshire Council (Shire Services) sites	X
Lot B	Snacks and other soft drinks to Shropshire Council (Shire Services) sites	X

IMPORTANT NOTE: TO GIVE TENDERERS A FRAME OF REFERENCE REGARDING USAGE, THE PRICING SCHEDULE FOR BOTH LOT A AND B CONTAIN A **SHOPPING BASKET** OF PRODUCTS PURCHASED OVER A 12 MONTH PERIOD BETWEEN APRIL 2013 AND MARCH 2014.

IN JANUARY 2015 THE NEW SCHOOL FOOD REGULATIONS CAME INTO FORCE WHICH MEANS SOME OF THE PRODUCTS LISTED MAY NO LONGER BE SCHOOL COMPLIANT.




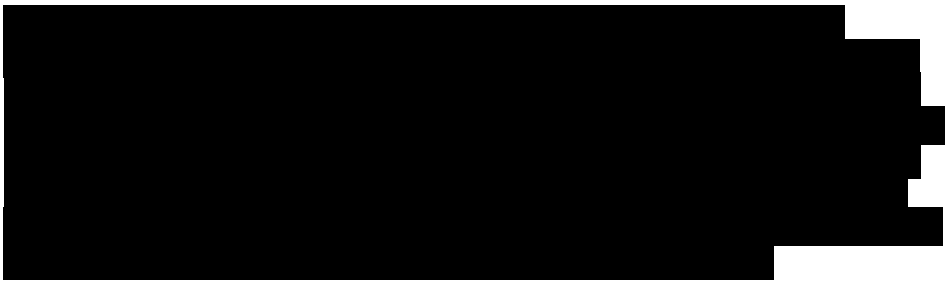




DRINKS SUPPLIED TO SCHOOLS MUST COMPLY WITH THE NEW STANDARDS WHICH ARE AS FOLLOWS:

	Primary School	Secondary School
Fruit/Vegetable Juice (maximum portion size)	150mls	150mls
Drinking milk	150 – 200mls	200-250mls
Combination Drinks* (fruit juice/water, flavoured milk)(maximum portion size)	330mls	330mls

* Fruit or vegetable juice combination drinks must be at least 45% fruit or vegetable juice by volume.

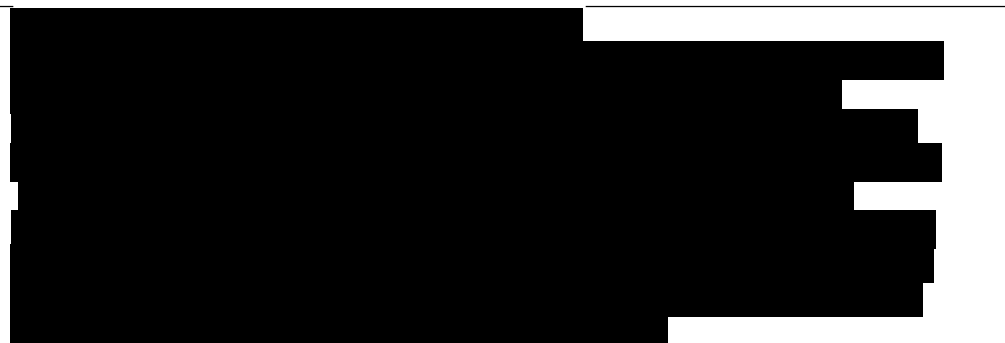


SHIRE SERVICES ALSO CATER FOR SITES THAT ARE NOT REGULATED BY THE SCHOOL FOOD STANDARDS. PLEASE ENSURE YOU PROVIDE A PRICE FOR ALL ITEMS LISTED OR NEAREST EQUIVALENT.

	<p>[REDACTED]</p>	
<p>2.2</p>	<p>In relation to the recent changes in the School Food Standards, what support have you been offering to your existing clients?</p> <p>[REDACTED]</p>	<p>40</p>
<p>2.3</p>	<p>Please indicate any products or services you provide that may add value to this contract and help enhance the quality of the service we provide to our clients. For example this can be supporting school promotions or working alongside other suppliers providing us with customer attractive deals.</p> <p>[REDACTED]</p>	<p>50</p>
<p>2.4</p>	<p>Please detail how your company would manage client relationships if you were successful in being awarded this contract.</p> <p>[REDACTED]</p>	<p>30</p>

		
	Activity Timescale	
2.5	<p>Please detail your company policy on the placing of orders and detail all available ways individual sites can place orders with your company that you would operate for our contract.</p>     	30
2.6	<p>Please state what your timescales are with respect to the placing of orders through to delivery of items to each of our individual sites. Also indicate minimum order times.</p>  	30

	<p>[REDACTED]</p> <p>[REDACTED]</p>	
2.7	<p>This contract is due to commence on the 1st April 2015. Please outline what support you would offer to us and how you would manage the mobilisation of this contract.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	30

	<p>[REDACTED]</p>	
<p>2.8</p>	<p>Are you able to operate an electronic payment system?</p> <p>Please give full details of your payment system (including any option for electronic payment) to be applied to this contract, also including provision for the payment of a retrospective rebate in return for prompt payment.</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>10</p>
	<p>Delivery</p>	
<p>2.9</p>	<p>Please state from which locations our orders will be processed and distributed from?</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>20</p>
<p>2.10</p>	<p>In operating our contract you would need to be working and delivering across regions that are sparsely populated. Please confirm what problems you would consider may arise and how you would counter these and illustrate where you have overcome such problems in other areas.</p> <p>[REDACTED]</p>	<p>30</p>

		
<p>2.11</p>	<p>Please list full details of your delivery fleet indicating types of vehicles, number, size, age, refrigeration and freezer functions, location/operating base and fleet renewal programme that you would use to operate our contract.</p> 	<p>10</p>
<p>Maintenance/Warranty</p>		
<p>2.12</p>	<p>Please describe your quality control procedures at different stages from the point of ordering through to delivery that you would use to operate our contract.</p> 	<p>40</p>

	<p>[Redacted]</p>	
2.13	<p>Please detail your company complaints procedure that you would operate for our contract and give examples of how this has been used to satisfactorily resolve any issues that have occurred recently with contracts that you currently hold.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	30
	Social Value Proposals	

<p>2.14</p>	<p>Deriving Social Value outcomes from our contracting is important for Shropshire Council.</p> <p>Accordingly please provide details of any economic, environmental or social benefits you will deliver if you are awarded the contract and undertake the required services.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>20</p>
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Section I:
Food Additives to be avoided
Top 13 to be avoided are highlighted

<u>Colours</u>		<u>Preservatives</u>	
E102	Tartrazine	E210	Benzoic acid
E104	Quinoline Yellow	E211	Sodium benzoate
E110	Sunset Yellow FCF (Orange Yellow S)	E220	Sulphur dioxide
E122	Carmoisine (Azorubine)	E249	Potassium nitrite
E123	Amaranth	E250	Sodium nitrite
E124	Ponceau 4R (Cochineal Red A, Brilliant Scarlet 4R)	E251	Sodium nitrate
E127	Erythrosine B5	E252	Potassium nitrate
E128	Red 2G	E282	Calcium propionate
E129	Allura Red AC	Some preservatives, 'The Sulphites', are known to be a problem for asthmatics.	
E131	Patent Blue V	E220	Sulphur Dioxide
E132	Indigo Carmine (Indigotine)	E221	Sodium sulphite
E133	Brilliant Blue FCF	E222	Sodium hydrogen sulphite
E142	Green S	E223	Sodium metabisulphite
E150	Caramel (a) (b) (c) (d)	E224	Potassium metabisulphite
E151	Black PN (Brilliant Black BN)	E226	Calcium sulphite
E153	Carbon Black (Vegetable Carbon)	E227	Calcium hydrogen sulphite
E154	Brown FK (Kipper Brown)	E228	Potassium hydrogen sulphite
E155	Brown HT (Chocolate Brown HT)	<u>Anti-oxidants</u>	
E161(g)	Canthaxanthin	E320	Butylated hydroxyanisole (BHA)
E173	Aluminium	E321	Butylated hydroxytoluene (BHT)
E180	Pigment Rubine (Lithol Rubine BK)	<u>Flavourings</u>	
<u>Flavour Enhancers</u>		All flavourings unless clearly stated 'Natural' must be avoided. Flavourings do not have E numbers	
E621	Monosodium glutamate (MSG)	Other additives that can be a problem for asthmatics or aspirin sensitive people.	
E622	Monopotassium glutamate (MPG)	E212	Potassium benzoate
E635	Disodium 5-ribonucleotide	E213	Calcium benzoate
<u>Sweeteners</u>		E214	Ethyl 4-hydroxybenzoate
E950	Acesulfame K	E215	Sodium ethyl 4-hydroxybenzoate
E951	Aspartame	E216	Propyl 4-hydroxybenzoate
E953	Isomalt	E217	Sodium propyl 4-hydroxybenzoate
E954	Saccharin	E218	Methyl 4-hydroxybenzoate
E965	Maltitol (i), Maltitol (ii), Maltitol syrup	E219	Sodium methyl 4-hydroxybenzoate
E966	Lactitol	E230	Diphenyl
E967	Xylitol	E231	Orthophenyl phenol
Other additives not allowed for infants and young children.		E232	Sodium orthophenyl phenol
E310	Propyl gallate	E233	Thiabendazole
E311	Octyl gallate	E234	Nisin
E312	Dodecyl gallate	E235	Natamycin



Tender Response Document

**IMC 158 –THE WHOLESALE SUPPLY AND
DISTRIBUTION OF WATER, SOFT DRINKS
AND SNACKS TO SHROPSHIRE COUNCIL**

Name of TENDERING
ORGANISATION
(please insert)

Radnor Hills Mineral Water Company Ltd

Shropshire Council Tender Response Document

Contract Description:

A contract for the wholesale supply and distribution of water, soft drinks and snacks to Shropshire Council for an initial period of 2 years commencing on 1st April 2015 with the option to extend for a further period of 2 years.

Water, soft drinks and snacks are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, Cheshire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender.

The contract will consist of two lots:-

Lot A Water/Flavoured Water to Shropshire Council (Shire Services) sites

Lot B Snacks and other soft drinks to Shropshire Council (Shire Services) sites

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 or both 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 and require further clarification, please contact 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 Question 1.1. 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 the electronic copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	6
A2	Non-Canvassing Certificate	7
A3	Non-Collusive Tendering Certificate	8
A4	Declaration of Connection with Officers or Elected Members of the Council	9
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	10
C	Financial & Insurance Information	12
D	Outstanding Claims & Contract Terminations	14
E	Health & Safety and Equal Opportunities	15
F	Contract Experience and References	21
G	Accreditations and Skills Level	23
H	Tender Schedule	24

Award Criteria

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

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, 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 / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level
Section I	Food Additives to be avoided

Section C 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.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Section I Food Additives to be avoided: Please confirm that the food additives listed are NOT used in any of the products supplied under this arrangement - Pass/Fail – if your products contain any of these additives your tender will 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.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 60% (600 marks)		
Section H / Q 1.1	On Cost	3% / 30 max marks
Section H / Q 1.2	Settlement terms (additional discount)	2% / 20 max marks
Section H / Q 1.3	Appendix A Pricing Schedule Lot A and Lot B	55% / 550 max marks
Total for price		60% / 600 max marks
Quality 40% (400 marks)		
Section H / 2.1	Technical Specification	3% / 30 max marks
Section H / 2.2	Technical Specification	4% / 40 max marks
Section H / 2.3	Technical Specification	5% / 50 max marks
Section H / 2.4	Technical Specification	3% / 30 max marks
Section H / 2.5	Activity Timescale	3% / 30 max marks
Section H / 2.6	Activity Timescale	3% / 30 max marks
Section H / 2.7	Activity Timescale	3% / 30 max marks
Section H / 2.8	Activity Timescale	1% / 10 max marks
Section H / 2.9	Delivery	2% / 20 max marks
Section H / 2.10	Delivery	3% / 30 max marks
Section H / 2.11	Delivery	1% / 10 max marks
Section H / 2.12	Maintenance/Warranty	4% / 40 max marks
Section H / 2.13	Maintenance/Warranty	3% / 30 max marks
Section H / 2.14	Social Value proposals	2% / 20 max marks
Total for quality		40% / 400 max marks

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
Excellent	10	<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>
	9	
Good	8	<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>
	7	
Acceptable	6	<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>
	5	
Minor Reservations	4	<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>
	3	
Serious Reservations	2	<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>
	1	
Unacceptable	0	<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 mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the

difference in the marks between those tenders and the tender receiving the highest mark for that category.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being **60%**. **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.

Section H Question 1.1

The most competitively priced tender will receive the maximum mark for oncost being **30** marks. Less competitive tenders will receive a % of the maximum mark that represents the difference in oncost between that tender and the most competitively priced tender.

Section H Question 1.2

The most competitively priced tender will receive the maximum mark for settlement terms being **20** marks. Less competitive tenders will receive a % of the maximum mark that represents the difference in settlement terms between that tender and the most competitively priced tender.

Section H Question 1.3

The most competitively priced tender will receive the maximum mark for price being **550** for Lot A and **550** for Lot B. 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.

Lot A –Supply of water to school and other Council sites.

Price will be evaluated by:

1. Using the price per item tendered in Section H, question 1.2 ‘Pricing Schedule Lot A’ multiplied by the approximate annual usage (based on the usage information contained in the pricing schedule) and totalled to give an overall basket cost. This will be worth a maximum of **550** marks

Lot B – Supply of soft drinks and snacks to school and other Council sites.

Price will be evaluated by:

1. Using the price per item tendered in Section H, question 1.2 ‘Pricing Schedule Lot B’ multiplied by the approximate annual usage (based on the usage information contained in the pricing schedule) and totalled to give an overall basket cost. This will be worth a maximum of **550** marks.

For both lots please quote a unit price for all products listed or suitable alternatives. Please state the alternative brand name in the column provided. The alternative product **MUST** still match any specification details supplied. If it does not it will be assumed you are unable to supply the product (see below).

Please note if you fail to submit a price for any individual item the contracting authority will insert the highest tendered price received for that item for the purposes of evaluation

(Please note that the figures are based on current usage and the Council cannot guarantee numbers for future work)

Section A: 1. Form of Tender

Form of Tender

Shropshire Council

Tender for IMC 158 – Framework for the Wholesale Supply and Distribution of a Complete Range of Water, Soft Drinks and Snacks to Shropshire Council

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 Wholesale Supply and Distribution of a Complete Range of Water, Soft Drinks and Snacks to Shropshire Council at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed ... 

Name 

Date 4/2/2015

Designation UK Sales Manager

Company Radnor Hills Mineral Water Company Ltd

Address ...Heartsease, Knighton, Powys,
.....
.....

Post Code LD7 1LU

Tel No 01547 530220

Fax No 01547 530651

E-mail address 

Web address www.radnorhills.co.uk

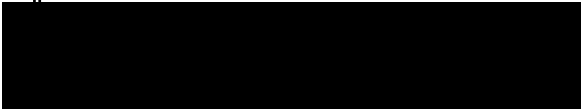
Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called "the Council")

I hereby certify that I 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.



..... Status UK Sales Manager/ Supplier

Signed (2)

Status.....

For and on behalf of Radnor Hills Mineral Water Company Ltd

Date 4/2/15

Section A:
3. Non-Collusive Tendering Certificate

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.



Status UK Sales Manager/ Supplier

Signed (2)

Status.....

For and on behalf of Radnor Hills Mineral Water Company Ltd

Date 4/2/15

Section A:
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?

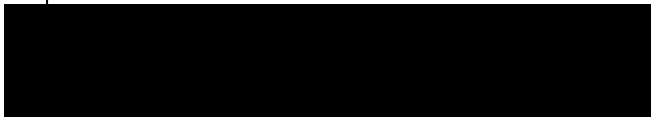
No

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.

	Status UK Sales Manager/ Supplier
Signed (2)	Status.....
For and on behalf of Radnor Hills Mineral Water Company Ltd	
Date 4/2/15	

Section B: Applicant Organisation Details

1.	Applicant Details	
1.1	<p>Name of contracting Company/Organisation:</p> <p>Address: Radnor Hills Mineral Water Company Ld, Heartsease, Knighton, Powys</p> <p>Postcode: LD7 1LU</p> <p>Tel: 01547 530220</p> <p>Email: [REDACTED]</p>	
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address:</p> <p>Postcode:</p> <p>Company registration number:</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: Chris Sanders</p> <p>Job title: UK Sales Manager</p> <p>Correspondence Address: Radnor Hills Mineral Water Company Ltd, Knighton, Powys</p> <p>Postcode: LD7 1LU</p> <p>Tel: 07977 268740</p> <p>Email: [REDACTED]</p>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>

(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES</p> <p>YES/NO</p>

2.	Company History/Background	
2.1	Date Company established: 3/10/1996	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	How many years has your company been providing a complete range of Water, Soft Drinks and Snacks?	■ years
2.5	Total number of employees: ■	
2.6	Total number of employees engaged solely in the provision of a complete range of Water, Soft Drinks and Snacks?	■

Section C: **Financial & Insurance Information**

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company NFU Mutual</p> <p>Date policy taken out 27/10/14</p> <p>Expiry date of the policy Noon 27/10/15</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions</p> <p>N/A</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company NFU Mutual</p> <p>Date policy taken out 27/10/14</p> <p>Expiry date of the policy Noon 27/10/15</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions</p> <p>NONE</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES

2.	Financial Details																				
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1" data-bbox="296 757 1390 1167"> <thead> <tr> <th colspan="3" data-bbox="296 757 1230 860"><u>Company</u></th> <th data-bbox="1230 757 1390 860">Account s Enclosed</th> </tr> <tr> <th data-bbox="296 860 440 943"><u>Year</u></th> <th data-bbox="440 860 855 943"><u>Turnover</u></th> <th data-bbox="855 860 1230 943"><u>Profit(Loss)</u></th> <th data-bbox="1230 860 1390 1167"></th> </tr> </thead> <tbody> <tr> <td data-bbox="296 943 440 1025">2011/12</td> <td data-bbox="440 943 855 1025">██████████</td> <td data-bbox="855 943 1230 1025">████████████████████</td> <td data-bbox="1230 943 1390 1025">NO</td> </tr> <tr> <td data-bbox="296 1025 440 1108">2012/13</td> <td data-bbox="440 1025 855 1108">██████████</td> <td data-bbox="855 1025 1230 1108">████████████████████</td> <td data-bbox="1230 1025 1390 1108">NO</td> </tr> <tr> <td data-bbox="296 1108 440 1167">2013/14</td> <td data-bbox="440 1108 855 1167">██████████</td> <td data-bbox="855 1108 1230 1167">████████████████████</td> <td data-bbox="1230 1108 1390 1167">NO</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2011/12	██████████	████████████████████	NO	2012/13	██████████	████████████████████	NO	2013/14	██████████	████████████████████	NO
<u>Company</u>			Account s Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
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2012/13	██████████	████████████████████	NO																		
2013/14	██████████	████████████████████	NO																		
2.2	<p>Please show below your company’s turnover in the provision of The Wholesale Supply and Distribution of a Complete Range of Water, Soft Drinks and Snacks in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="395 1487 1289 1800"> <thead> <tr> <th data-bbox="395 1487 544 1599"><u>Year</u></th> <th data-bbox="544 1487 1289 1599">Turnover in relation to</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 1599 544 1682">2011/12</td> <td data-bbox="544 1599 1289 1682">██████████</td> </tr> <tr> <td data-bbox="395 1682 544 1765">2012/13</td> <td data-bbox="544 1682 1289 1765">██████████</td> </tr> <tr> <td data-bbox="395 1765 544 1800">2013/14</td> <td data-bbox="544 1765 1289 1800">██████████</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to	2011/12	██████████	2012/13	██████████	2013/14	██████████												
<u>Year</u>	Turnover in relation to																				
2011/12	██████████																				
2012/13	██████████																				
2013/14	██████████																				

Section D:

Outstanding Claims and Contract Terminations



1. Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?
	NO
1.2	If YES to 1.1 please provide further details.

2. Contract Terminations/Deductions	
2.1	<p>Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.</p> <p>None</p>
2.2	<p>Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.</p> <p>None</p>

Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	YES
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	NO
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></p>	
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	NO

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).							
1.6	Do you routinely carry out Risk Assessments?	YES						
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <p>Attached</p>							
1.8	Do you have a health and safety training programme for employees?	YES						
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>Attached</p>							
1.10	<p>Does your company monitor:</p> <p>(a) Accidents</p> <p>(b) Ill health caused by work</p> <p>(c) Health & Safety Performance</p>	<p>YES</p> <p>YES</p> <p>YES</p>						
1.11	<p>Does your company have a recognised health & safety management system?</p> <p>Please give details below:</p> <p>Attached</p>	YES						
1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td style="text-align: center;">0</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>		Total		No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	0
Total								
No. of accidents reported under RIDDOR last year	0							
No. of accidents reported under RIDDOR this year	0							

1.13	Does your company consult with employees on health and safety? If YES, please give details below.	YES
1.14	Will you be using any sub contractors as part of this contract?	NO
1.15	If YES to 1.14 please give details of who your sub contractors are.	
1.16	If YES to 1.14 how do you ensure they are competent?	
1.17	Where do you get your competent health and safety advice?  	

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?</p> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Human Rights Act 1998 - Equality Act 2010 <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p>	Enclosed YES
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <ul style="list-style-type: none"> • Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010; 	

	<ul style="list-style-type: none"> • Advance equality of opportunity between those who share protected characteristics and those who do not; • Foster good relations between those who share protected characteristics and those who do not. <p>How do you promote equality in your service delivery and towards your employee management as part of your operations?</p> <p>Please find attached</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9)</p> <p>How do you promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities and career progression?</p> <p>Please provide evidence of the above</p>	
2.8	Do you have a grievance process to address all complaints relating to perceived discrimination?	YES

	Provide evidence for the above	
2.9	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: center;">Confirmed</p>	N/A

Section F: Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name, Address & Contact Details	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1	[REDACTED]	[REDACTED]	£156,618	Direct deliveries of the Radnor Hills range to schools	1/6/2010
2	[REDACTED]	[REDACTED]	[REDACTED]	Direct deliveries of the Radnor Hills range to schools	1/1/2012
3	[REDACTED]	[REDACTED]	[REDACTED]	Direct deliveries of the Radnor Hills range to schools	1/9/2012
4	[REDACTED]	[REDACTED]	[REDACTED]	Direct deliveries of the Radnor Hills range to school	1/9/2012
5	[REDACTED]	[REDACTED]	[REDACTED]	Direct deliveries of the Radnor Hills range to school	1/9/2012
6					
7					
8					
9					
10					

2.	
2.1	<p data-bbox="263 210 1388 344">Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply and distribution of Water, Soft Drinks and Snacks.</p> <p data-bbox="263 376 1372 481">[Redacted]</p> <p data-bbox="263 510 1385 750">[Redacted]</p> <p data-bbox="263 779 1375 1019">[Redacted]</p> <p data-bbox="263 1048 1396 1153">[Redacted]</p> <p data-bbox="263 1182 1375 1321">[Redacted]</p> <p data-bbox="263 1350 1375 1489">[Redacted]</p> <p data-bbox="263 1518 1388 1657">[Redacted]</p>

Section G: Accreditations and Skills Level

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates or EU Equivalent.</p>			
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved
	[REDACTED]		[REDACTED]	
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES

Section H: Tender Schedule

All tendered prices must include all packing and delivery costs and be exclusive of VAT.

1. SUPPLY OPTIONS

Please indicate for which of the following options you are tendering for by placing an X in the appropriate box:-

Lot A	Water/Flavoured Water to Shropshire Council (Shire Services) sites	X
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Lot B	Snacks and other soft drinks to Shropshire Council (Shire Services) sites	
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IMPORTANT NOTE: TO GIVE TENDERERS A FRAME OF REFERENCE REGARDING USAGE, THE PRICING SCHEDULE FOR BOTH LOT A AND B CONTAIN A **SHOPPING BASKET** OF PRODUCTS PURCHASED OVER A 12 MONTH PERIOD BETWEEN APRIL 2013 AND MARCH 2014.

IN JANUARY 2015 THE NEW SCHOOL FOOD REGULATIONS CAME INTO FORCE WHICH MEANS SOME OF THE PRODUCTS LISTED MAY NO LONGER BE SCHOOL COMPLIANT.

DRINKS SUPPLIED TO SCHOOLS MUST COMPLY WITH THE NEW STANDARDS WHICH ARE AS FOLLOWS:



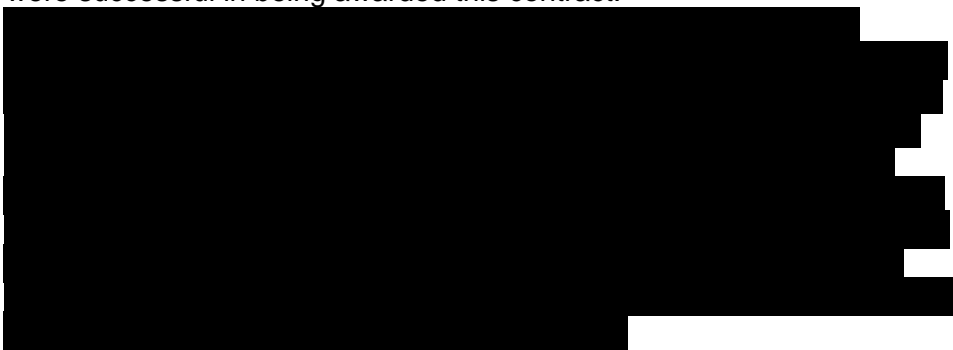
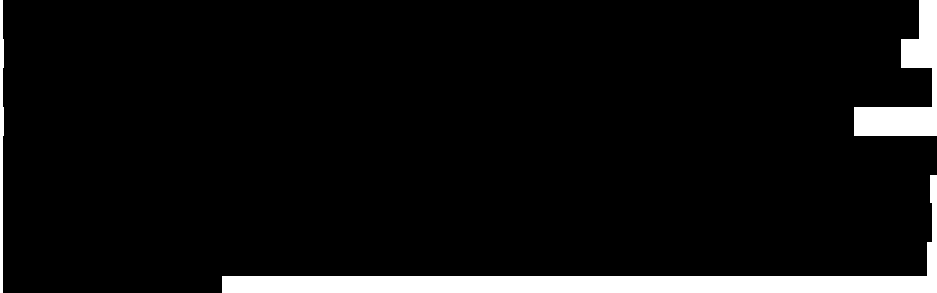
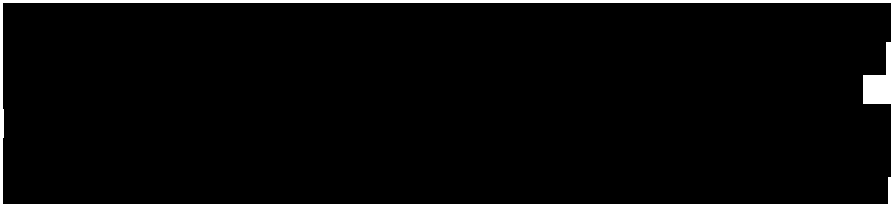
	Primary School	Secondary School
Fruit/Vegetable Juice (maximum portion size)	150mls	150mls
Drinking milk	150 – 200mls	200-250mls
Combination Drinks* (fruit juice/water, flavoured milk)(maximum portion size)	330mls	330mls

* Fruit or vegetable juice combination drinks must be at least 45% fruit or vegetable juice by volume.








SHIRE SERVICES ALSO CATER FOR SITES THAT ARE NOT REGULATED BY THE SCHOOL FOOD STANDARDS. PLEASE ENSURE YOU PROVIDE A PRICE FOR ALL ITEMS LISTED OR NEAREST EQUIVALENT.

1.	Pricing Schedule	Score
1.1	<p>Please confirm the on cost % that you have applied to your tendered prices to arrive at your net price into unit</p> <p>10%</p>	■
1.2	<p>Settlement terms (additional discount): 2% for payment within 7 days from invoice date.</p>	■
1.3	<p>Detailed Prices</p> <p>Please fully complete the tables below by inserting your tendered case size and delivered price in to the individual establishment.</p> <p>All tendered prices must include all packing and delivery costs and be exclusive of VAT.</p> <p>The price into establishment should be totally inclusive and include your on cost % for delivery.</p> <p>If you cannot supply the branded products indicated you should confirm which alternative product you would offer together with product size case size and price.</p>	■

2.	Tender Specification Response	
	Technical Specification	
2.1	<p>What changes have you implemented and how have you adapted to ensure that your products meet the new Food Based Standards (where applicable) that came into force in January 2015.</p> <p>[REDACTED]</p>	30
2.2	<p>In relation to the recent changes in the School Food Standards, what support have you been offering to your existing clients?</p> <p>[REDACTED]</p>	40

		
2.3	<p>Please indicate any products or services you provide that may add value to this contract and help enhance the quality of the service we provide to our clients. For example this can be supporting school promotions or working alongside other suppliers providing us with customer attractive deals.</p> 	50
2.4	<p>Please detail how your company would manage client relationships if you were successful in being awarded this contract.</p> 	30
Activity Timescale		
2.5	<p>Please detail your company policy on the placing of orders and detail all available ways individual sites can place orders with your company that you would operate for our contract.</p> 	30
2.6	<p>Please state what your timescales are with respect to the placing of orders through to delivery of items to each of our individual sites. Also indicate minimum order times.</p> 	30

2.7	<p>This contract is due to commence on the 1st April 2015. Please outline what support you would offer to us and how you would manage the mobilisation of this contract.</p> <p>[Redacted]</p>	30
2.8	<p>Are you able to operate an electronic payment system?</p> <p>Please give full details of your payment system (including any option for electronic payment) to be applied to this contract, also including provision for the payment of a retrospective rebate in return for prompt payment.</p> <p>[Redacted]</p>	10
	Delivery	
2.9	<p>Please state from which locations our orders will be processed and distributed from?</p> <p>[Redacted]</p>	20
2.10	<p>In operating our contract you would need to be working and delivering across regions that are sparsely populated. Please confirm what problems you would consider may arise and how you would counter these and illustrate where you have overcome such problems in other areas.</p> <p>[Redacted]</p>	30
2.11	<p>Please list full details of your delivery fleet indicating types of vehicles, number, size, age, refrigeration and freezer functions, location/operating base and fleet renewal programme that you would use to operate our contract.</p> <p>[Redacted]</p>	10
	Maintenance/Warranty	
2.12	<p>Please describe your quality control procedures at different stages from the point of ordering through to delivery that you would use to operate our contract.</p> <p>[Redacted]</p>	40

		
2.13	<p data-bbox="279 824 1236 952">Please detail your company complaints procedure that you would operate for our contract and give examples of how this has been used to satisfactorily resolve any issues that have occurred recently with contracts that you currently hold.</p>  <ul data-bbox="375 1187 1268 1971" style="list-style-type: none"><li data-bbox="375 1187 1268 1332">■ <li data-bbox="375 1355 1268 1534">■  <li data-bbox="375 1556 1268 1971">■  	30

	<p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p>	
	<p>Social Value Proposals</p>	
<p>2.14</p>	<p>Deriving Social Value outcomes from our contracting is important for Shropshire Council.</p> <p>Accordingly please provide details of any economic, environmental or social benefits you will deliver if you are awarded the contract and undertake the required services.</p> <p>[REDACTED]</p>	<p>20</p>

Section I:
Food Additives to be avoided
Top 13 to be avoided are highlighted

<p><u>Colours</u></p> <p>E102 Tartrazine</p> <p>E104 Quinoline Yellow</p> <p>E110 Sunset Yellow FCF (Orange Yellow S)</p> <p>E122 Carmoisine (Azorubine)</p> <p>E123 Amaranth</p> <p>E124 Ponceau 4R (Cochineal Red A, Brilliant Scarlet 4R)</p> <p>E127 Erythrosine B5</p> <p>E128 Red 2G</p> <p>E129 Allura Red AC</p> <p>E131 Patent Blue V</p> <p>E132 Indigo Carmine (Indigotine)</p> <p>E133 Brilliant Blue FCF</p> <p>E142 Green S</p> <p>E150 Caramel (a) (b) (c) (d)</p> <p>E151 Black PN (Brilliant Black BN)</p> <p>E153 Carbon Black (Vegetable Carbon)</p> <p>E154 Brown FK (Kipper Brown)</p> <p>E155 Brown HT (Chocolate Brown HT)</p> <p>E161(g) Canthaxanthin</p> <p>E173 Aluminium</p> <p>E180 Pigment Rubine (Lithol Rubine BK)</p> <p><u>Flavour Enhancers</u></p> <p>E621 Monosodium glutamate (MSG)</p> <p>E622 Monopotassium glutamate (MPG)</p> <p>E635 Disodium 5-ribonucleotide</p> <p><u>Sweeteners</u></p> <p>E950 Acesulfame K</p> <p>E951 Aspartame</p> <p>E953 Isomalt</p> <p>E954 Saccharin</p> <p>E965 Maltitol (i), Maltitol (ii), Maltitol syrup</p> <p>E966 Lactitol</p> <p>E967 Xylitol</p> <p>Other additives not allowed for infants and young children.</p> <p>E310 Propyl gallate</p> <p>E311 Octyl gallate</p> <p>E312 Dodecyl gallate</p>	<p><u>Preservatives</u></p> <p>E210 Benzoic acid</p> <p>E211 Sodium benzoate</p> <p>E220 Sulphur dioxide</p> <p>E249 Potassium nitrite</p> <p>E250 Sodium nitrite</p> <p>E251 Sodium nitrate</p> <p>E252 Potassium nitrate</p> <p>E282 Calcium propionate</p> <p>Some preservatives, 'The Sulphites', are known to be a problem for asthmatics.</p> <p>E220 Sulphur Dioxide</p> <p>E221 Sodium sulphite</p> <p>E222 Sodium hydrogen sulphite</p> <p>E223 Sodium metabisulphite</p> <p>E224 Potassium metabisulphite</p> <p>E226 Calcium sulphite</p> <p>E227 Calcium hydrogen sulphite</p> <p>E228 Potassium hydrogen sulphite</p> <p><u>Anti-oxidants</u></p> <p>E320 Butylated hydroxyanisole (BHA)</p> <p>E321 Butylated hydroxytoluene (BHT)</p> <p><u>Flavourings</u></p> <p>All flavourings unless clearly stated 'Natural' must be avoided. Flavourings do not have E numbers</p> <p>Other additives that can be a problem for asthmatics or aspirin sensitive people.</p> <p>E212 Potassium benzoate</p> <p>E213 Calcium benzoate</p> <p>E214 Ethyl 4-hydroxybenzoate</p> <p>E215 Sodium ethyl 4-hydroxybenzoate</p> <p>E216 Propyl 4-hydroxybenzoate</p> <p>E217 Sodium propyl 4-hydroxybenzoate</p> <p>E218 Methyl 4-hydroxybenzoate</p> <p>E219 Sodium methyl 4-hydroxybenzoate</p> <p>E230 Diphenyl</p> <p>E231 Orthophenyl phenol</p> <p>E232 Sodium orthophenyl phenol</p> <p>E233 Thiabendazole</p> <p>E234 Nisin</p> <p>E235 Natamycin</p>
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personal info

Batleys Foodservice Ltd
Ohio Ave
Salford Enterprise Zone
Salford
Manchester
M50 2GT
Emailed to: [REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 19th March 2015

Dear Sirs

IMC 158 –THE WHOLESALE SUPPLY AND DISTRIBUTION OF WATER, SOFT DRINKS AND SNACKS

LOT B - SNACKS AND OTHER SOFT DRINKS TO SHROPSHIRE COUNCIL (SHIRE SERVICES) SITES

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above contract as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 30th March 2015.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Consortium aims to conclude the award of the framework after the expiry of the standstill period.

The award criteria for this contract were set out in full in Invitation to Tender with quality accounting for 40% of the total marks, price accounting for 5% of the marks and the pricing schedule accounting for 55% of the total marks.

We can confirm that your tender received the following scores and ranking:-

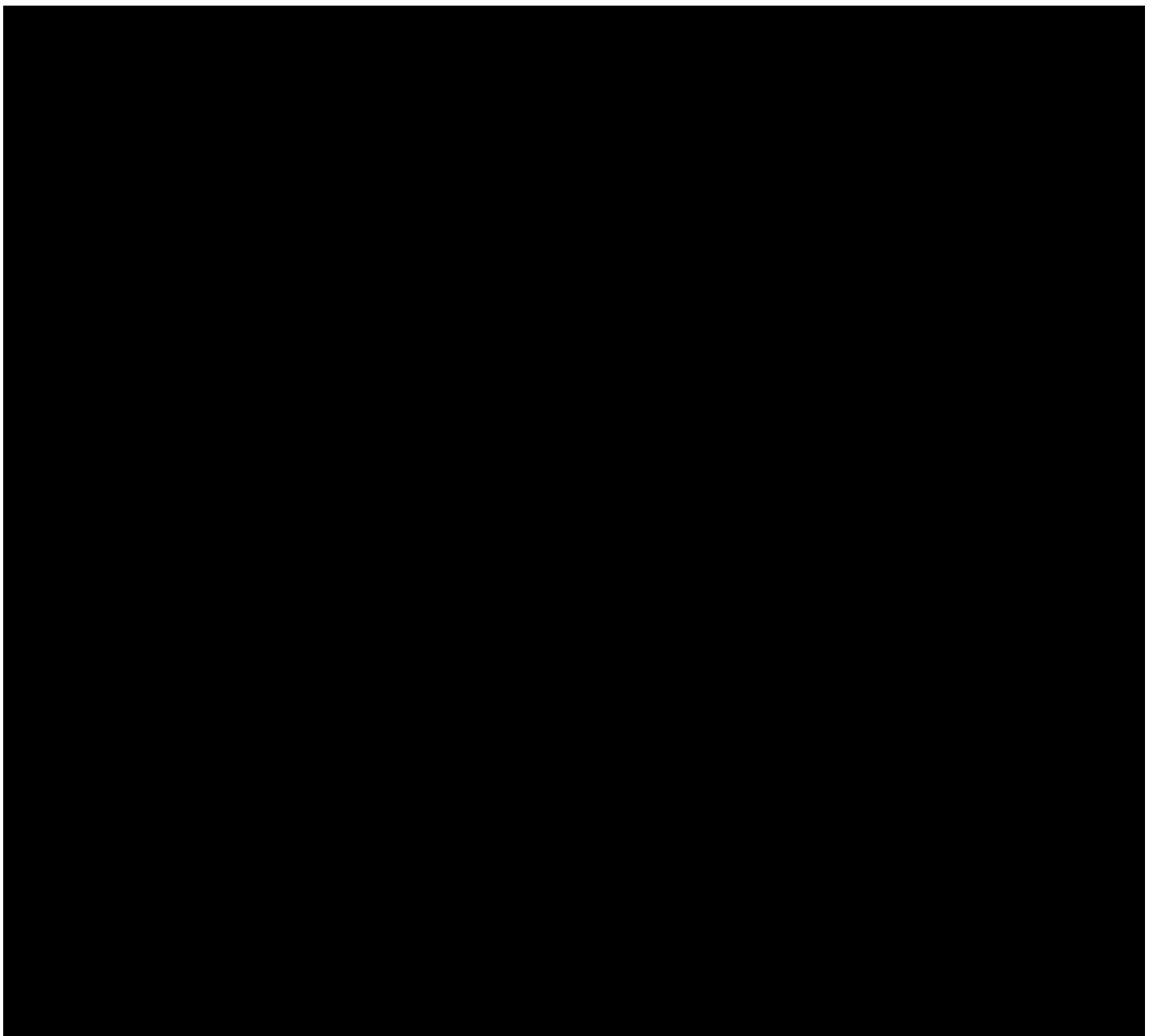
Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 4 tenders)
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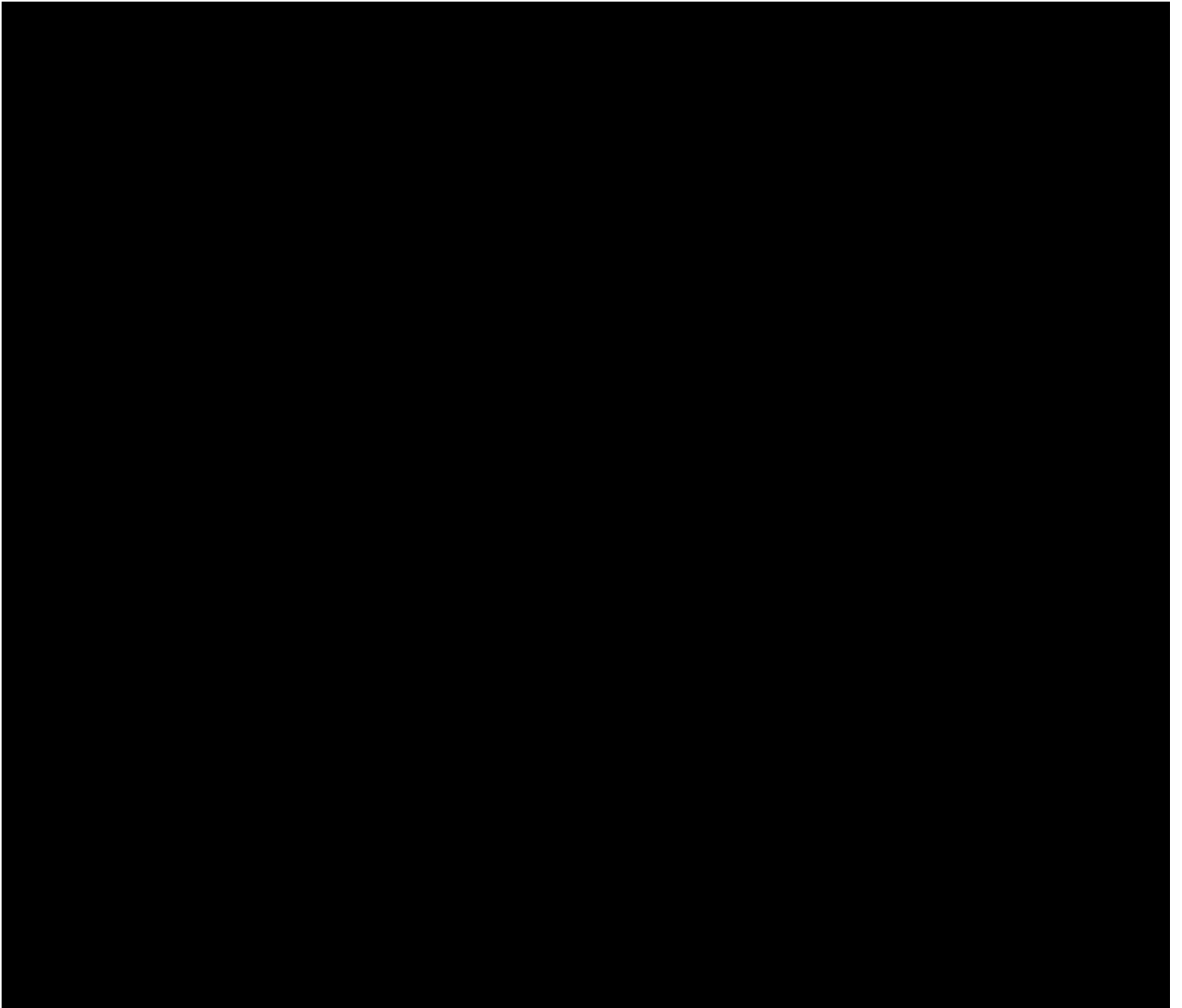
commercial info

			received)
Quality			
Price			
Pricing Schedule			
Overall			

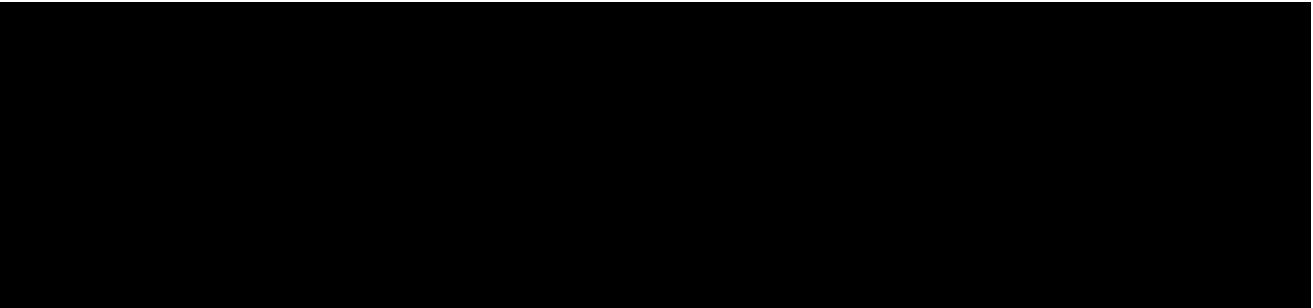
Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-



commercial & personal info



We will be in touch with you again at the end of the standstill period.
Yours faithfully



Shire Services Manager
Shropshire Council

Project Officer
Shropshire Council



personal info

Radnor Hills Mineral Water Company Ltd
Knighton
Powys
LD7 1LU

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Emailed to: [REDACTED]

Date: 19th March 2015

Dear Sirs

IMC 158 –THE WHOLESALE SUPPLY AND DISTRIBUTION OF WATER, SOFT DRINKS AND SNACKS

LOT A - WATER/FLAVOURED WATER TO SHROPSHIRE COUNCIL (SHIRE SERVICES) SITES

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above contract as set out in your recent tender.

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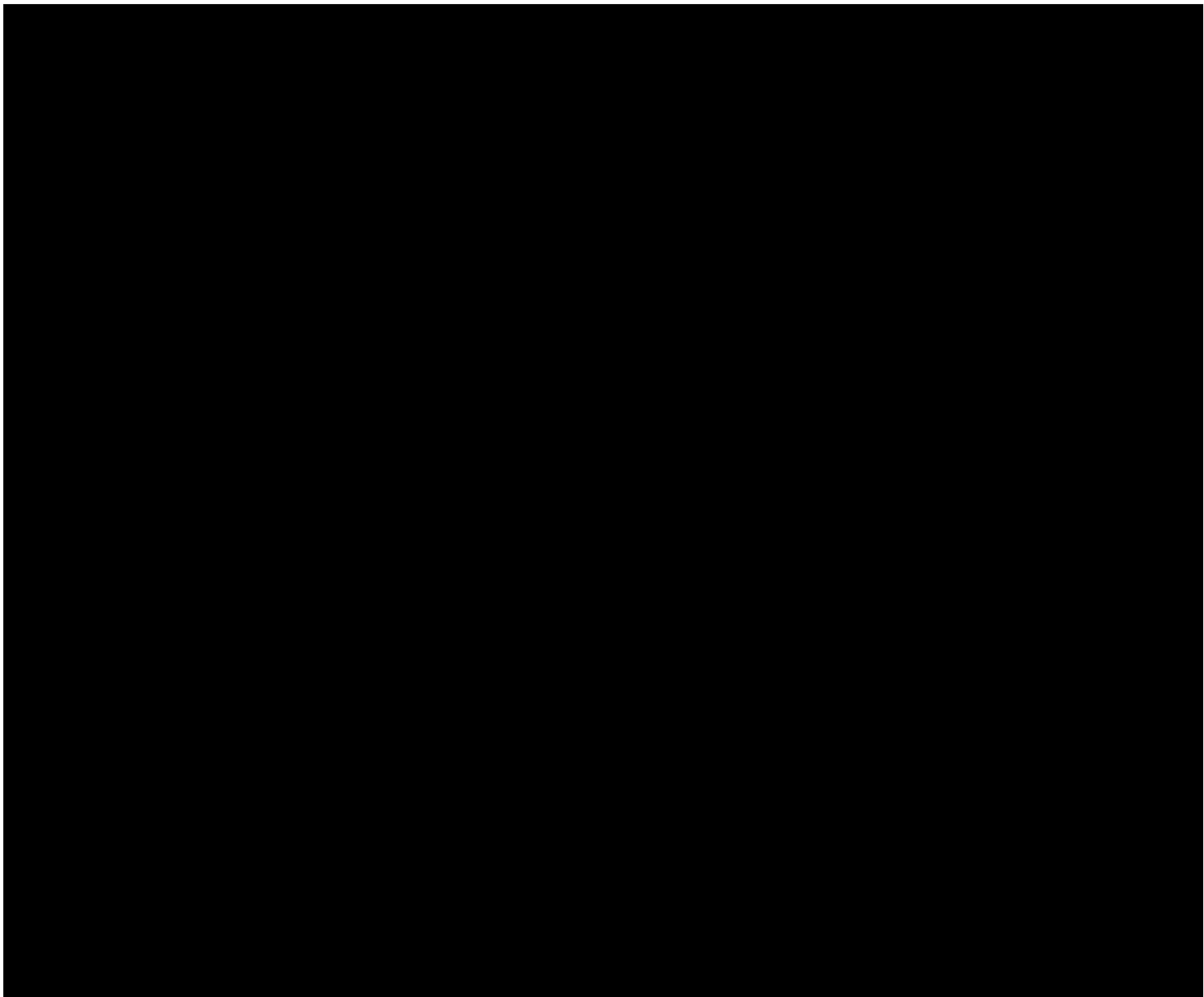
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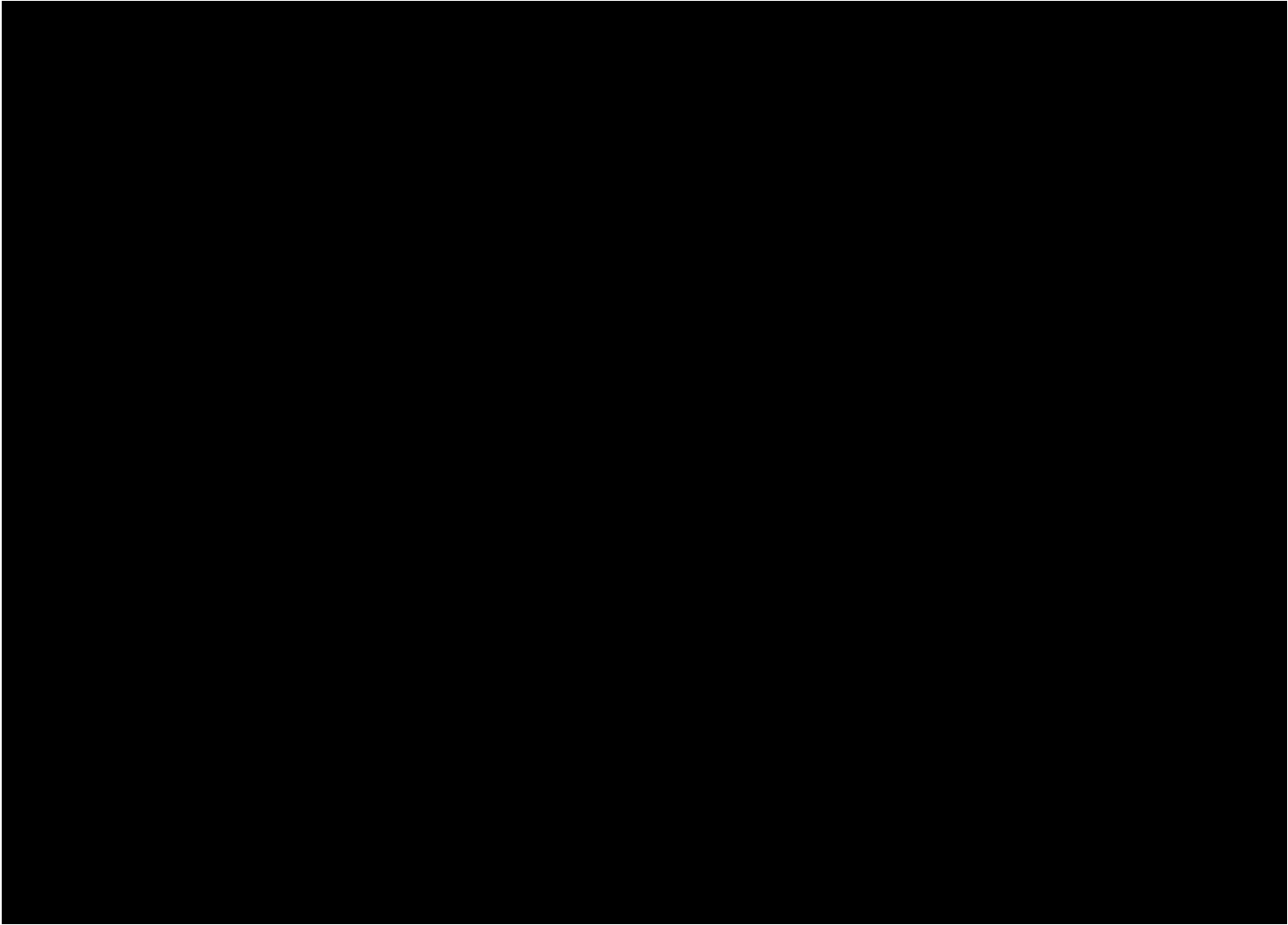
commercial info

Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 5 tenders received)
Quality			
Price			
Pricing Schedule			
Overall			

Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-

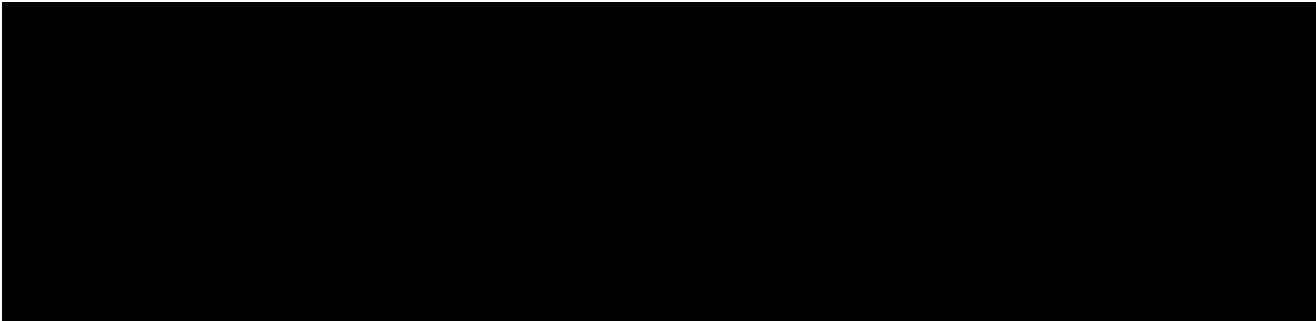


commercial l& personal info



We will be in touch with you again at the end of the standstill period.

Yours faithfully



Shire Services Manager
Shropshire Council

Project Officer
Shropshire Council