

United Kingdom–Shrewsbury: Disposable catering supplies

2019/S 086–206848

Contract notice

Services

Legal Basis:

Directive 2014/24/EU

Section I: Contracting authority

I.1)Name and addresses

Shropshire Council

Shirehall, Abbey Foregate

Shrewsbury

SY2 6ND

United Kingdom

Contact person: [REDACTED] — Procurement Manager

Telephone: +44 1743252992

E-mail: procurement@shropshire.gov.uk

NUTS code: UKG22

Internet address(es):

Main address: www.shropshire.gov.uk

I.1)Name and addresses

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

Shirehall, Abbey Foregate

Shrewsbury

SY2 6ND

United Kingdom

E-mail: procurement@shropshire.gov.uk

NUTS code: UKG22

Internet address(es):

Main address: www.shropshire.gov.uk

I.2)Information about joint procurement

The contract involves joint procurement

I.3)Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Disposable-catering-supplies./5Q5Q2G2WAH>

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted electronically via: <http://www.delta-esourcing.com/tenders/UK-title/5Q5Q2G2WAH>

Tenders or requests to participate must be submitted to the abovementioned address

I.4)Type of the contracting authority

Regional or local authority

I.5)Main activity

General public services

Section II: Object

II.1)Scope of the procurement

II.1.1)Title:

RMCS 026 — Kitchen Disposables and Light Equipment

Reference number: RMCS 026

II.1.2)Main CPV code

39222100

II.1.3)Type of contract

Services

II.1.4)Short description:

A contract for the supply and delivery of kitchen disposables and light equipment to Shropshire Council for an initial period of 2 years commencing on 1.8.2019 with the option to extend for a further period of 3 years.

II.1.5)Estimated total value

Value excluding VAT: 670 000.00 GBP

II.1.6)Information about lots

This contract is divided into lots: yes

Tenders may be submitted for all lots

II.2)Description

II.2.1)Title:

Lot A — Kitchen Disposables

Lot No: Lot A – Kitchen Disposables

II.2.2)Additional CPV code(s)

39311000

II.2.3)Place of performance

NUTS code: UKG22

Main site or place of performance:

Shropshire CC.

II.2.4)Description of the procurement:

Shropshire Council is seeking a contractor for the supply and delivery of Kitchen disposables and light equipment as 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 be for an initial period of 2 years commencing on 1.8.2019 with the option to extend for a further period of 2 years.

The contract will consist of 2 lots:

Lot A: Kitchen Disposables;

Lot B: Light Equipment.

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 1 or both lots.

II.2.5) Award criteria

Criteria below

Quality criterion – Name: Quality / Weighting: 40

Cost criterion – Name: Price / Weighting: 60

II.2.6) Estimated value

Value excluding VAT: 260 000.00 GBP

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

Start: 01/08/2019

End: 31/07/2021

This contract is subject to renewal: yes

Description of renewals:

This contract can be extended for a further period of up to 3 years from 1.8.2021.

II.2.10) Information about variants

Variants will be accepted: no

II.2.11) Information about options

Options: no

II.2.12) Information about electronic catalogues

II.2.13) Information about European Union funds

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

II.2.14) Additional information

To respond to this opportunity please click here: <https://www.delta-sourcing.com/respond/5Q5Q2G2WAH>

II.2) Description

II.2.1) Title:

Lot B: Supply and Delivery of Light Equipment

Lot No: Lot B – Supply & Delivery of Light Equipment

II.2.2) Additional CPV code(s)

39311000

II.2.3) Place of performance

NUTS code: UKG22

Main site or place of performance:

Shropshire CC.

II.2.4) Description of the procurement:

Disposable catering supplies. Light catering equipment. A contract for the supply and delivery of kitchen disposables and light equipment to Shropshire Council for an initial period of 2 years commencing on 1.8.2019 with the option to extend for a further period of 3 years.

Kitchen disposables and light equipment 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.

II.2.5) Award criteria

Criteria below

Quality criterion – Name: Quality / Weighting: 40

Cost criterion – Name: Price / Weighting: 60

II.2.6) Estimated value

Value excluding VAT: 410 000.00 GBP

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

Start: 01/08/2019

End: 31/07/2021

This contract is subject to renewal: yes

Description of renewals:

This contract can be extended for a further period of up to 3 years from 1.8.2021.

II.2.10) Information about variants

Variants will be accepted: no

II.2.11) Information about options

Options: no

II.2.12) Information about electronic catalogues

II.2.13) Information about European Union funds

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

II.2.14) Additional information

Section III: Legal, economic, financial and technical information

III.1) Conditions for participation

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

List and brief description of conditions:

See tender documents.

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documents.

Minimum level(s) of standards possibly required:

See tender documents.

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documents.

Minimum level(s) of standards possibly required:

See tender documents.

III.1.5) Information about reserved contracts

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

III.2.2) Contract performance conditions:

See tender documents.

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

Section IV: Procedure

IV.1)Description

IV.1.1)Type of procedure

Open procedure

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

IV.1.4)Information about reduction of the number of solutions or tenders during negotiation or dialogue

IV.1.6)Information about electronic auction

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

The procurement is covered by the Government Procurement Agreement: no

IV.2)Administrative information

IV.2.1)Previous publication concerning this procedure

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

Date: 03/06/2019

Local time: 12:00

IV.2.3)Estimated date of dispatch of invitations to tender or to participate to selected candidates

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

English

IV.2.6)Minimum time frame during which the tenderer must maintain the tender

IV.2.7)Conditions for opening of tenders

Date: 03/06/2019

Local time: 12:00

Place:

Shirehall, Shrewsbury.

Section VI: Complementary information

VI.1)Information about recurrence

This is a recurrent procurement: yes

Estimated timing for further notices to be published:

5 years.

VI.2)Information about electronic workflows

VI.3)Additional information:

The Contracting Authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

GO Reference: GO-201951-PRO-14851672

VI.4)Procedures for review

VI.4.1)Review body

Shropshire Council

Shirehall

Shrewsbury

SY2 6ND

United Kingdom

Telephone: +44 1743252992

E-mail: procurement@shropshire.gov.uk

Internet address: www.shropshire.gov.uk

VI.4.2) Body responsible for mediation procedures

Shropshire Council

Shirehall, Abbey Foregate

Shrewsbury

SY2 6ND

United Kingdom

E-mail: procurement@shropshire.gov.uk

Internet address: www.shropshire.gov.uk

VI.4.3) Review procedure

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

Shropshire Council

Shirehall, Abbey Foregate

Shrewsbury

SY2 6ND

United Kingdom

E-mail: procurement@shropshie.gov.uk

Internet address: www.shropshire.gov.uk

VI.5) Date of dispatch of this notice:

01/05/2019



INSTRUCTIONS FOR TENDERING & SPECIAL TERMS & CONDITIONS

**RMCS 026 – SUPPLY &
DELIVERY OF KITCHEN
DISPOSABLES & LIGHT
EQUIPMENT**

Contract Description:

Shropshire Council for an initial period of 2 years commencing on 1st August 2019 with the option to extend for a further period of 3 years.

Kitchen disposables and light equipment are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender.

The contract will consist of two lots: -

Lot A: Kitchen Disposables

Lot B: Light Equipment

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	3

2.0	Terms and Conditions	3
3.0	Preparation of Tenders	4
3.1	Completing the Tender Response Document	4
3.2	Tender Preparation and Cost	4
3.3	Parent Company Guarantee	5
3.4	Warranty	5
4.0	Tender Submission	5
5.0	Variant Bids	6
6.0	Tender Evaluation	6
7.0	Clarifications	7
8.0	Continuation of the Procurement Process	8
9.0	Confidentiality	8
10.0	Freedom of Information	9
11.0	Disqualification	10
12.0	E-Procurement	11
13.0	Award of Contract	11
13.1	Award Criteria	11
13.2	Award Notice	11
13.3	Transparency of Expenditure	11
14.0	Value of Contract	12
15.0	Acceptance	12
16.0	Special Terms & Conditions	12
17.0	Payment Terms	23
18.0	Liability of Council	24
19.0	Attendance at Committee	24
20.0	Declaration	24

1.0 Invitation to Tender

- 1.1** You are invited to tender for the supply and delivery of kitchen disposables and light equipment as detailed in the Tender Response Document. The contract will be for an initial period of 2 years commencing on the 1st August 2019 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 Draft Form of Agreement of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.2 Terms and Conditions

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

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

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

3.2 Tender Preparation and Costs

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

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

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

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

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

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt

regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 3rd June 2019**.

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is

acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 **Variant Bids**

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 **Tender Evaluation**

6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 **Clarifications**

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **24th May 2019**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

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

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

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

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

9.0 Confidentiality

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

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

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

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

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

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

- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

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

10.0 Freedom of Information

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

- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

11.0 Disqualification

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

- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

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

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

12.0 E-Procurement

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

13.0 Award of Contract

13.1 Award Criteria

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

13.2 Award Notice

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

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in

accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

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

15.0 Acceptance

15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

15.2 The Tender documentation including, the draft Form of Agreement, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will be used to form a binding agreement between the Contractor and the Council.

15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **1st August 2019**

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 2019.

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 & delivery of kitchen disposables & light equipment to the Authority in accordance with the terms and conditions contained herein the draft Form of Agreement 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.

Award of Contract

16.3 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.

Oncosts (not inclusive of cost price of items) tendered must remain firm for the duration of the contract including any extension periods which are agreed.

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

The contractor's purchase price used in the calculation for the tendered price in Appendix A – Pricing Schedule must be net of all discounts, rebates, bonuses and volume or turnover based discount or over-riders. Prices tendered will form the basis for all future prices and the Authority will require documentary proof of prices paid and supply arrangements. Any future price variation not linked to the supply chain would need to be evidenced and justified in full. The products offered should where possible, be those specified in the schedule. If, however, you are unable to offer the brand specified, you may offer an equivalent branded products.

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

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

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

16.6 Price Verification

16.6.1 The prices quoted as at 1st April 2019 form the basis of the Arrangement but as prices may change during the lifetime of the arrangement, the procedure for price variation will be as follows:-

16.6.2 **For the supply and delivery of Kitchen Disposables and Light Equipment**

Price variations for Kitchen Disposables and Light Equipment 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.

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

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

16.7 Specification

- a) Goods supplied shall be of satisfactory quality and be fit for the purpose for which they are to be used.
- b) Goods supplied must conform as to quantity, quality and description with the particulars stated in the Standing Offer Arrangement and the purchase order.
- c) All goods supplied must be at least to the standard specified in any appropriate British Standard Specification or British Code of Practice or EU Equivalents. Where specifications or Codes of Practice are amended during the period of offer the Contractor must supply to the new standard.

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 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 invoicing during the lifetime of the arrangement. Any such system will be in accordance with a format/procedure determined by the Authority and at no cost to the Authority.
- (d) The 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.
- (e) 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.

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

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

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

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

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

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

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

- (h) The Contracting Authority disclaim all responsibility for the security of goods delivered and left on the premises of the Authority by the Contractor. Goods must not be left unattended and the delivery driver must obtain a signature from the Authority's authorised representative.
- (i) The risk on the goods will remain with the Contractor until the goods are delivered and accepted. Notwithstanding, any receipt issued, the goods will not be deemed to have been accepted until the Authority's representative has had a reasonable opportunity to examine them.
- (j) 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.

16.11 Delivery Notes

All supplies of kitchen disposables and light equipment 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.

16.12 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.

16.13 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.

16.14 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.

16.15 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.

16.16 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

16.17 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.

16.18 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.

16.19 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.

16.20 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 3 years.

17.0 Payment Terms

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

18.0 Liability of Council

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

18.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

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

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

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

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

20.0 Declaration

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

Tender may cause financial loss to the Council.





Tender Response Document

RMCS 026 – SUPPLY & DELIVERY OF KITCHEN DISPOSABLES & LIGHT EQUIPMENT

Name of TENDERING
ORGANISATION
(please insert)

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

Shropshire Council Tender Response Document

Contract Description/Specification:

Shropshire Council for an initial period of 2 years commencing on 1st August 2019 with the option to extend for a further period of 3 years.

Kitchen disposables and light equipment are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender.

The contract will consist of two lots: -

Lot A: Kitchen Disposables

Lot B: Light Equipment

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

Contents

Section	Description	Page
A1	Form of Tender	8
A2	Non-Canvassing Certificate	9
A3	Non-Collusive Tendering Certificate	10
A4	Declaration of Connection with Officers or Elected Members of the Council	11
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	14
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	18
B Part 2 Section 3	Grounds for Discretionary Exclusion	21
Section C	Tender and Pricing Schedule	28

Evaluation Criteria

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

Selection Criteria Pass/Fail Questions (Section B)

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

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion

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

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

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

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

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

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

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Max Marks Available
Price 60% (600 marks)		
Section C / Q 1.1	On-cost	40 marks
Section C / Q 1.2	Settlement Terms	20 marks
Section C / Q 1.3	Delivery Cost/Min Order	20 marks
Section C / Q 1.4	Price Firm Period	20 marks
Section C / Q 1.5	Pricing Schedule	500 marks
Total for price		600 max marks
Quality 40% (400 marks)		
Section C / Q 2.1	Added Value	60 marks
Section C / Q 2.2	Managing Client Relationship	30 marks
Section C / Q 2.3	Placing Orders	30 marks
Section C / Q 2.4	Timescales	40 marks
Section C / Q 2.5	Mobilisation	30 marks
Section C / Q 2.6	Payment System	20 marks
Section C / Q 2.7	Distribution (location)	20 marks
Section C / Q 2.8	Distribution (location)	30 marks
Section C / Q 2.9	Distribution (vehicles)	10 marks
Section C / Q 2.10	Quality Control	50 marks
Section C / Q 2.11	Complaints Procedure	30 marks
Section C / Q 2.12	Warranty>Returns	30 marks
Section C / Q 2.13	Social Value Proposals	20 marks
Total for quality		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 initial mark for Quality Criteria overall will receive the full 400 marks available for Quality. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

Price Q1.1

This will be evaluated by using the 0-10 marking scheme described on page 6

Price Q1.2

This will be evaluated by using the 0-10 marking scheme described on page 6

Price Q1.3

This will be evaluated by using the 0-10 marking scheme described on page 6

Price Q1.4

This will be evaluated by using the 0-10 marking scheme described on page 6

Price Q1.5

This will be evaluated by using the total costs per pack tendered in Section C, question 1.5 'Pricing Schedule' multiplied by the approximate annual usage (based on the usage information contained in the pricing schedule) and totalled to give an overall basket cost. The most competitively priced tender will receive the maximum mark for price being **500. 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.

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

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

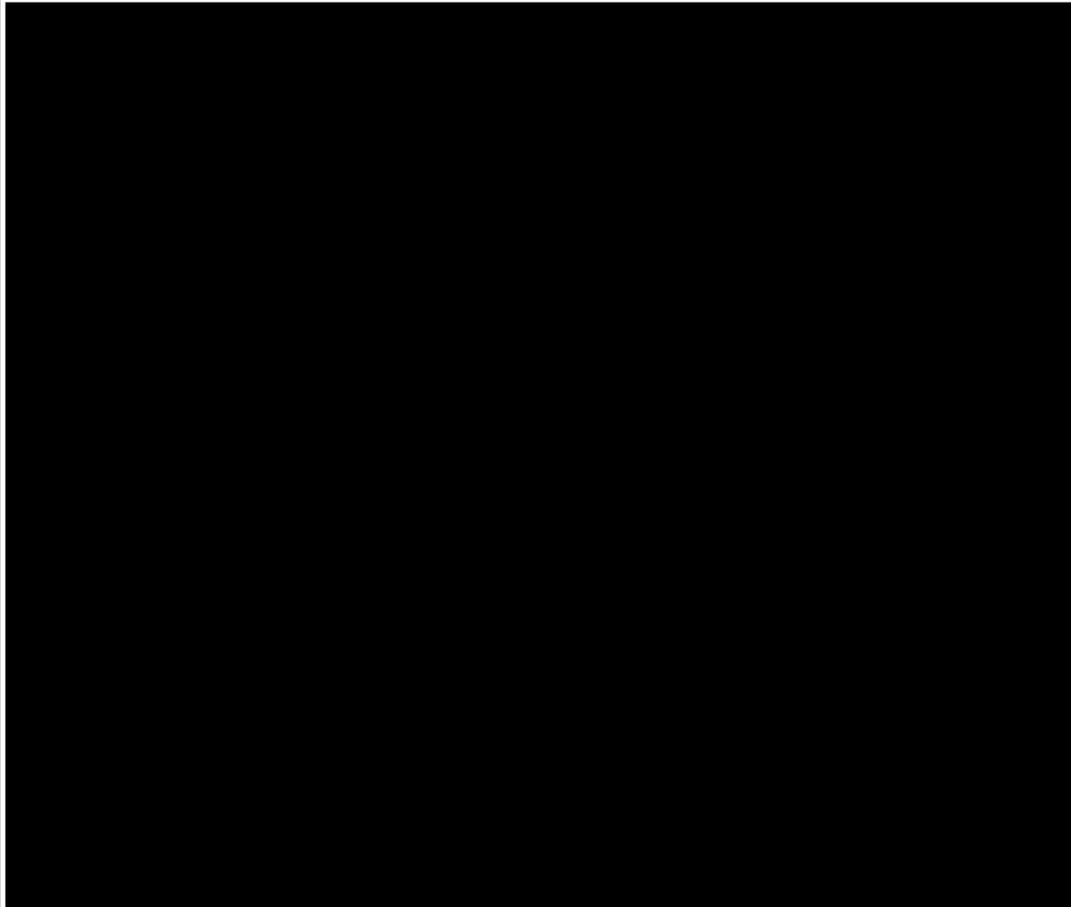
Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for **RMCS 026 – Kitchen Disposables & Light Equipment**

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 provision of kitchen disposables and light equipment at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.



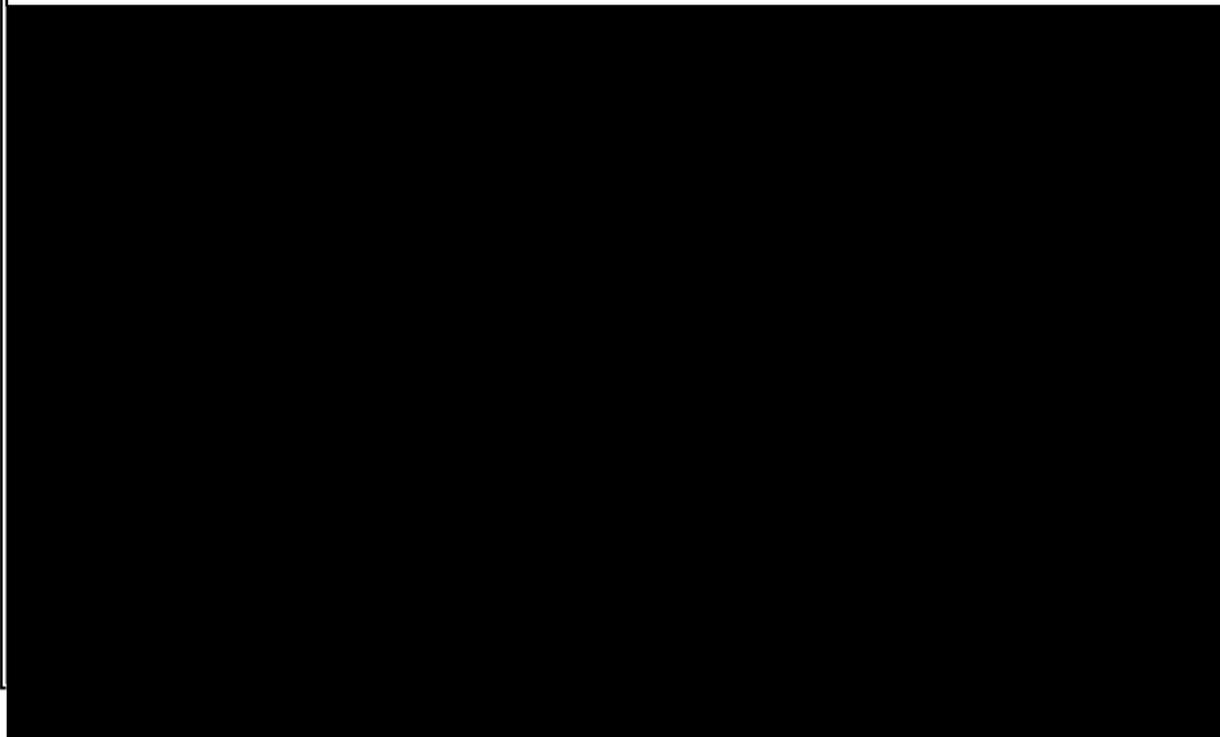
Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

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

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

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



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.

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?

Yes / 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.

SECTION B

Standard Selection Questionnaire

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

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

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List of Mandatory and Discretionary Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

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

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

Supplier Selection Questions: Part 3

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

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

Consequences of misrepresentation

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

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors. All sub-contractors are required to complete Part 1 and Part 2¹.**
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

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

¹ See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

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

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to	

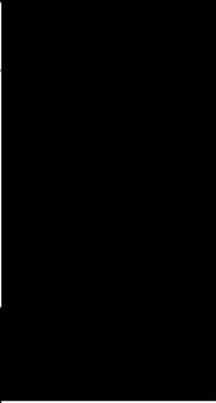
	provide the services specified in this procurement?	
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement.	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

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

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model																																																										
Question number	Question	Response																																																									
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	 If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.																																																									
1.2(a) - (ii)	Name of group of economic operators (if applicable)																																																										
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																										
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?																																																										
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.																																																										
	<table border="1"> <tr> <td>Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
Name																																																											
Registered address																																																											
Trading status																																																											
Company registration number																																																											
Head Office DUNS number (if applicable)																																																											
Registered VAT number																																																											
Type of organisation																																																											
SME (Yes/No)																																																											
The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables																																																											

	The approximate % of contractual obligations assigned to each sub-contractor					
--	--	--	--	--	--	--

Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

Part 2: Exclusion Grounds

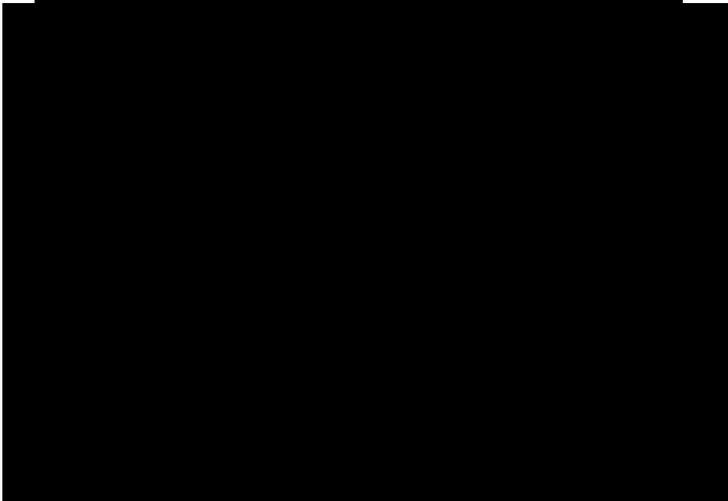
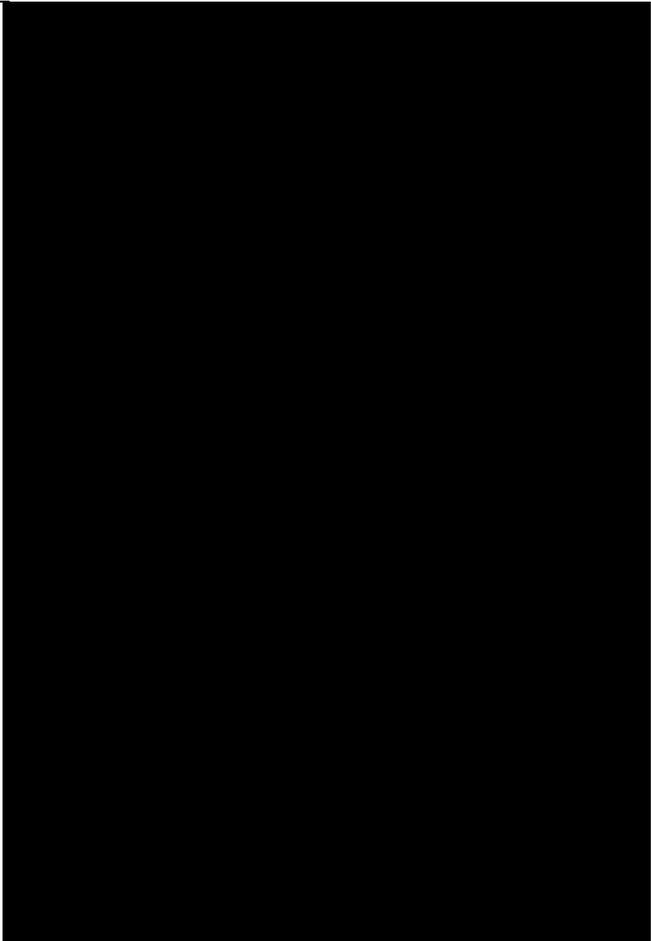
Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	
	Corruption.	
	Fraud.	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and</p>	

	<p>the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	<p>If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)</p>	
2.3(a)	<p>Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	
2.3(b)	<p>If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p>	
2.4	<p>Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects</p>	
2.4(a)	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> ○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; ○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, 	

deletion and portability of personal data;

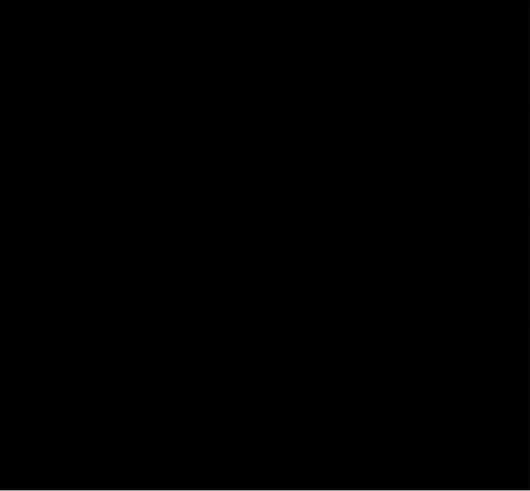
- to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);
- to maintain records of personal data processing activities; and
- to regularly test, assess and evaluate the effectiveness of the above measures.



		[REDACTED]
		[REDACTED]
		[REDACTED]

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

Section 3	Grounds for discretionary exclusion
-----------	-------------------------------------

Question number	Question	Response
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	
3.1(b)	Breach of social obligations?	
3.1(c)	Breach of labour law obligations?	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	
3.1(e)	Guilty of grave professional misconduct?	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	
3.1(h)	Been involved in the preparation of the procurement procedure?	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	
3.1(j)	Please answer the following statements	

3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	
3.1(j) - (ii)	The organisation has withheld such information.	
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	
-----	---	--

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>

4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	
-----	--	--

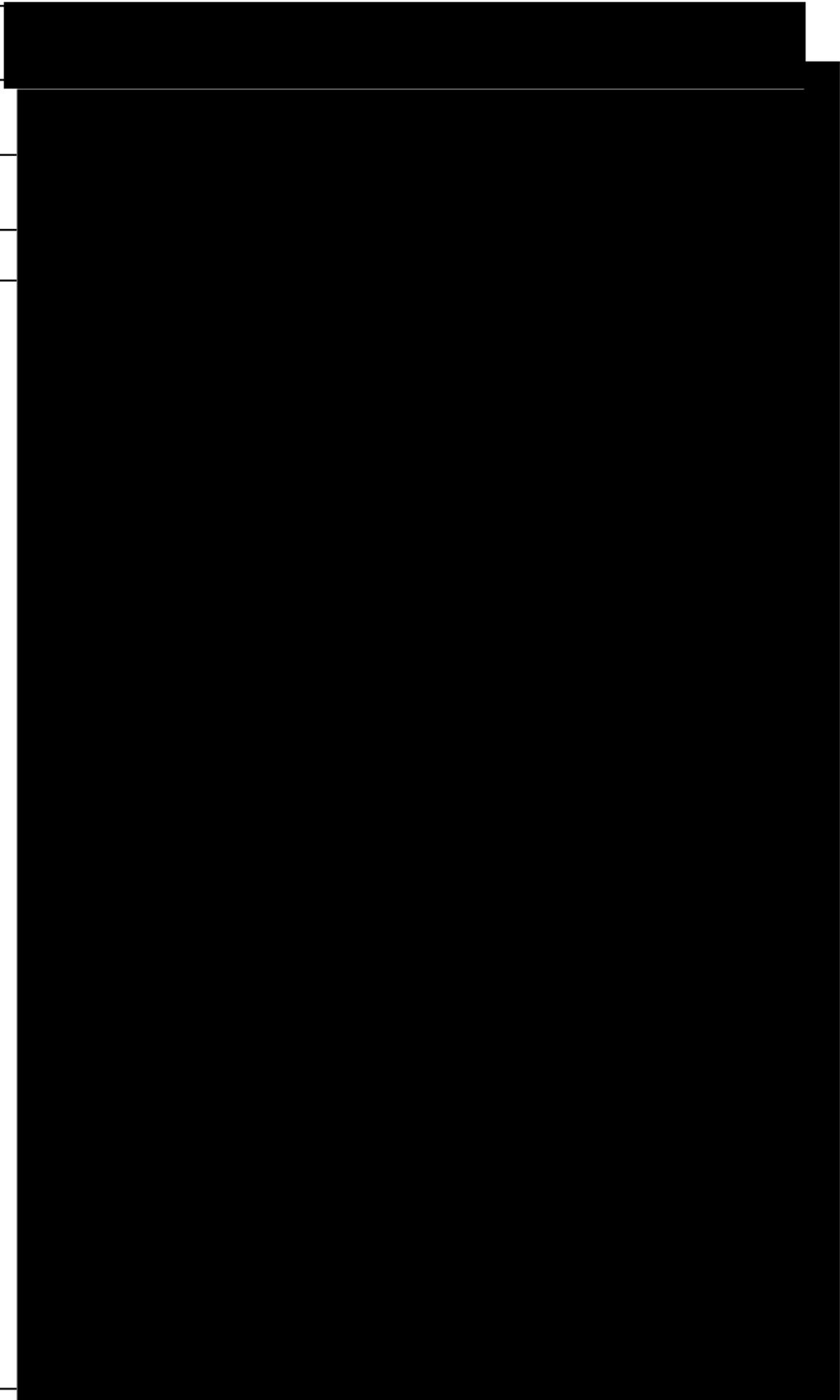
Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

	Contact 1	Contact 2	Contact 3
--	-----------	-----------	-----------

Name of customer organisation
Point of contact in the organisation
Position in the organisation
E-mail address
Description of contract



Contract Start date	
Contract completion date	
Estimated contract value	

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>

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

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015
-----------	--

	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url to view the statement ... No <input type="checkbox"/> Please provide an explanation

8. Additional Questions

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

Section 8	Additional Questions
8.1	Insurance
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5 Million</p> <p>Public Liability Insurance = £5 Million</p> <p>Product Liability Insurance = £2 million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>
8.2	Skills and Apprentices 4 –
a.	<p>Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?</p>

⁴ Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf

8.3 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	

8.4 – Environmental Management

1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	

8.5 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	
2.	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?	

	<p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	

SECTION C – TENDER SCHEDULE

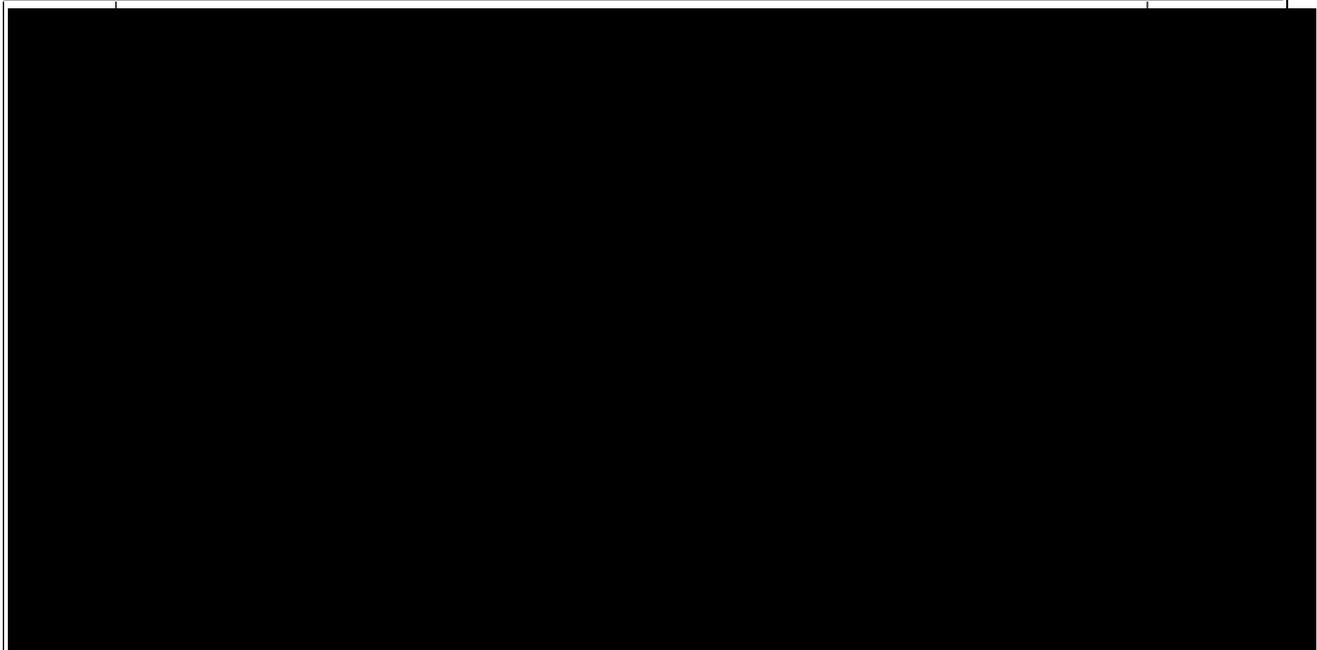
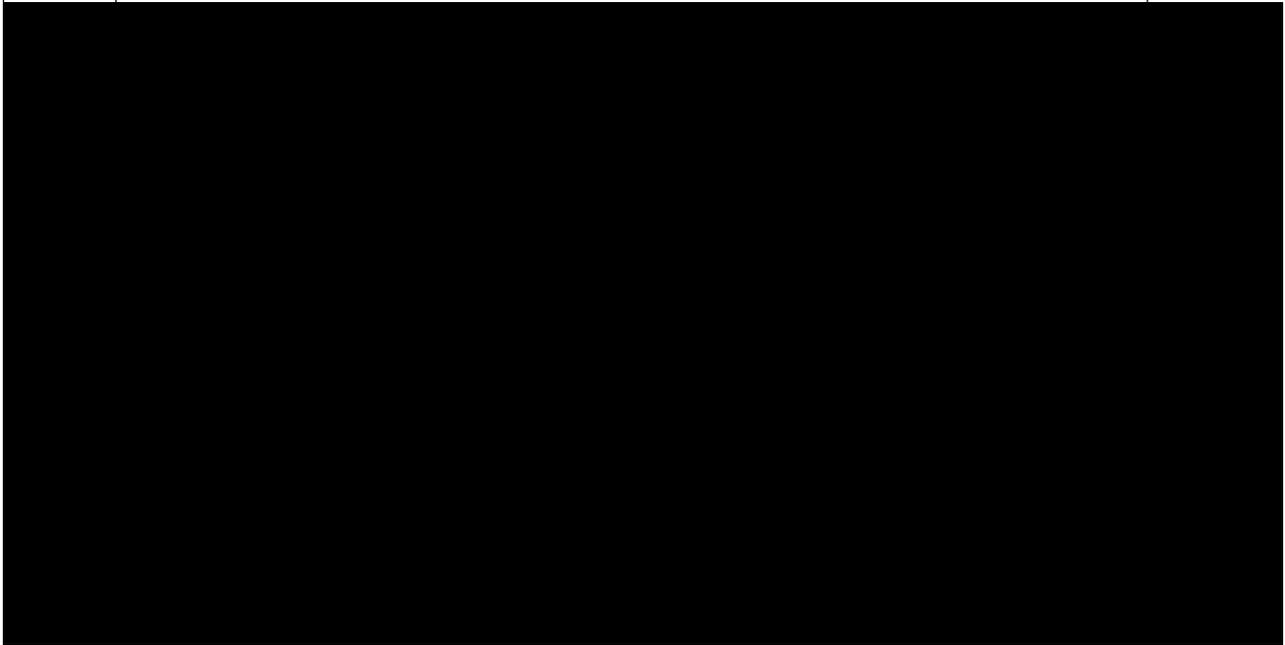
1.	Pricing Schedule	Max Marks
1.1	<p>Please confirm the on cost % that you have applied to your tendered prices to arrive at your net price into unit</p> 	40
1.2	<p>Settlement terms (additional discount): 0% for payment within 30 days from invoice date.</p> 	20
1.3	<p>Please detail any delivery cost and minimum order value:</p> 	20
1.4	<p>Please detail the price firm period:</p> 	20
1.5	<p>Detailed Prices Please fully complete the pricing schedule 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> 	500

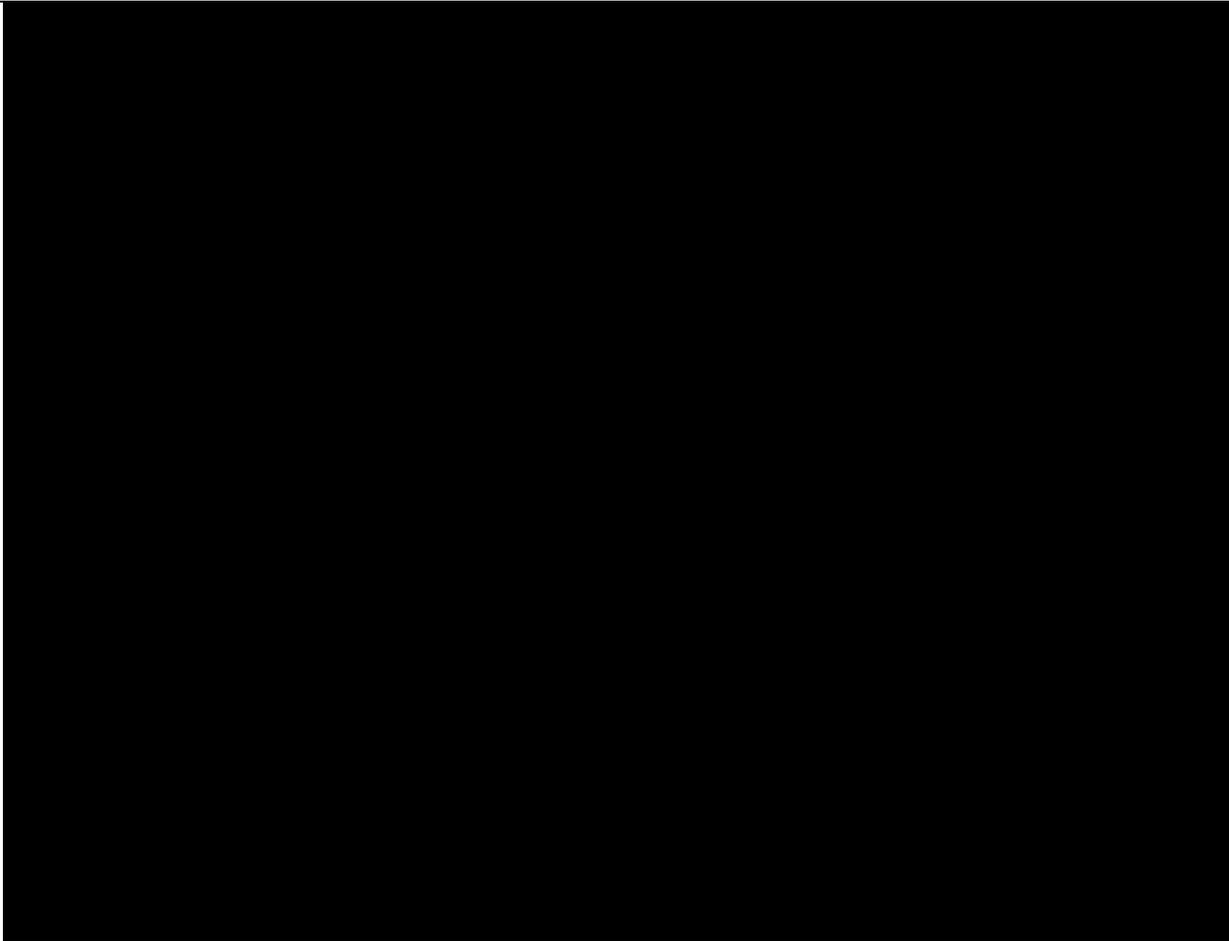
Quality Questions

2	Tender Quality of Service Response	Max Marks
	Added Value Products, Services and Client Relationship Management	
2.1	Please indicate any products or services you provide that would add value to this contract and help enhance the quality of the service we provide to our clients. (Maximum of 500 words)	60
		
		

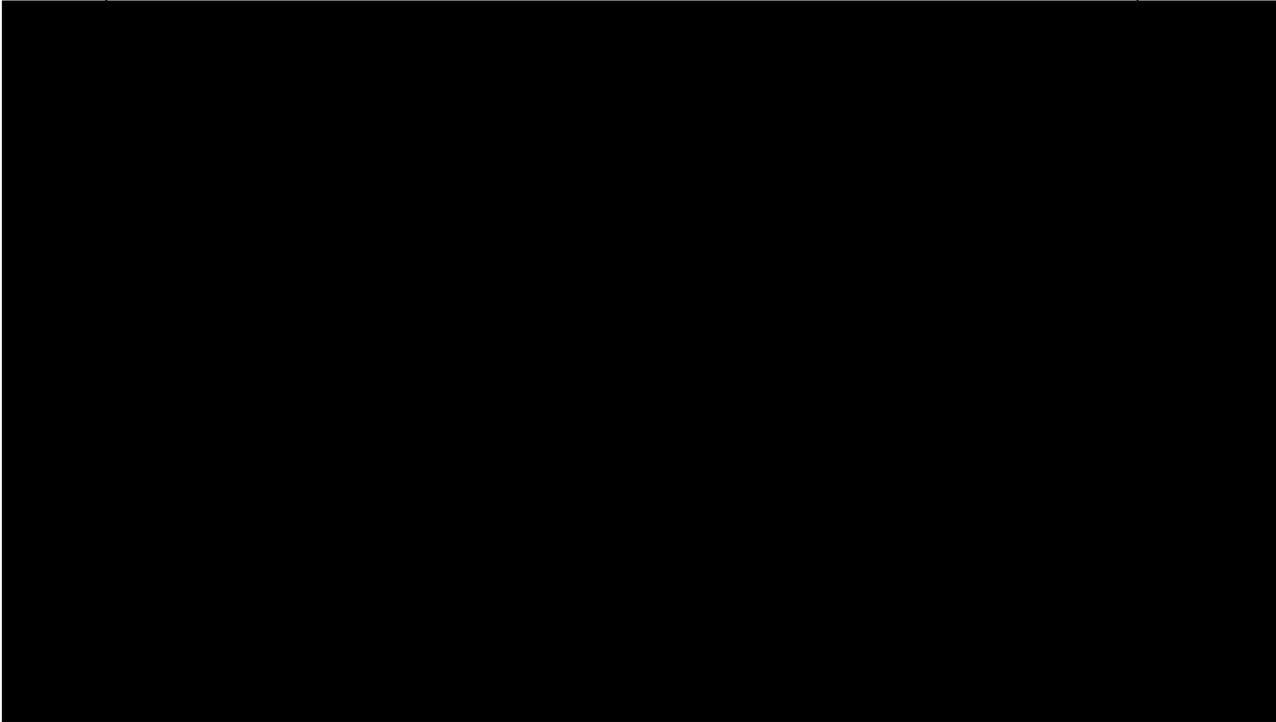


2.2	Please detail how your company would manage client relationships if you were successful in being awarded this contract. (Maximum of 500 words)	30

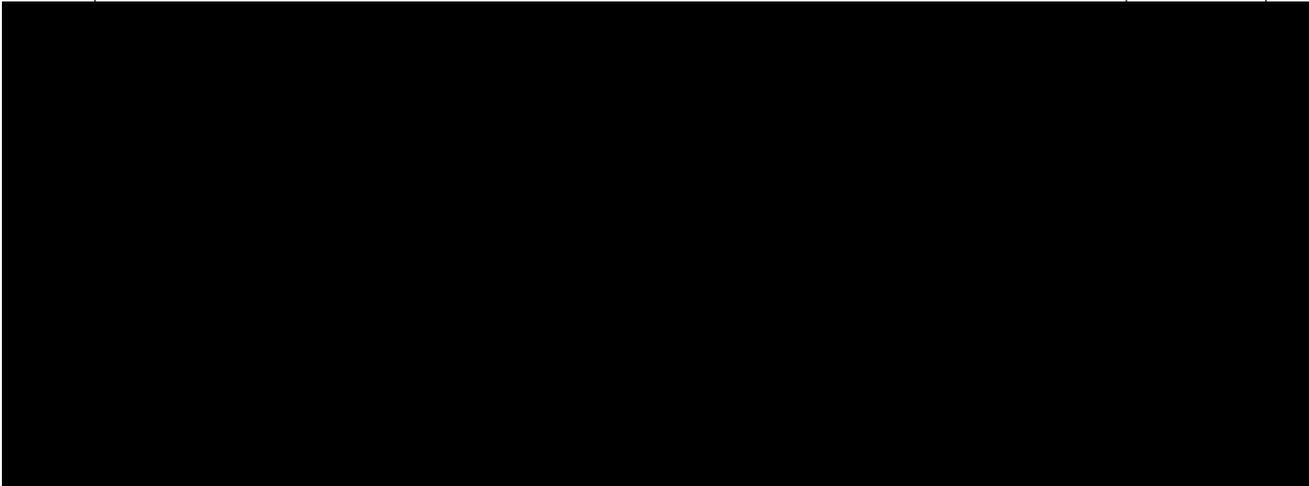
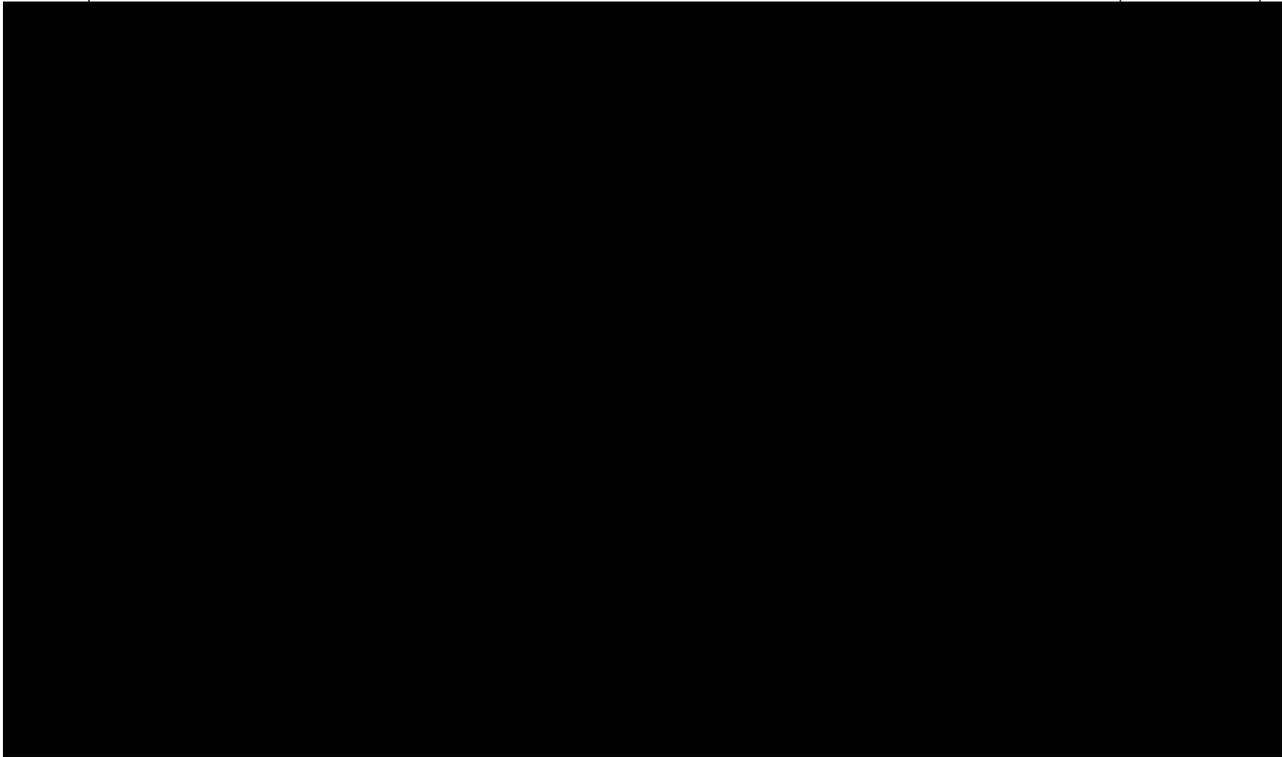




	Placing of Orders, Order and Delivery Timescales	
2.3	Please detail your company policy on the placing of orders and detail all available ways individual sites can place orders with your company that you would operate for our contract. (Maximum of 500 words)	30



2.4	Please state what your timescales would be in operating this contract with respect to the placing of orders through to delivery of items to each of our individual sites. Also indicate minimum order times. (Maximum of 500 words)	40

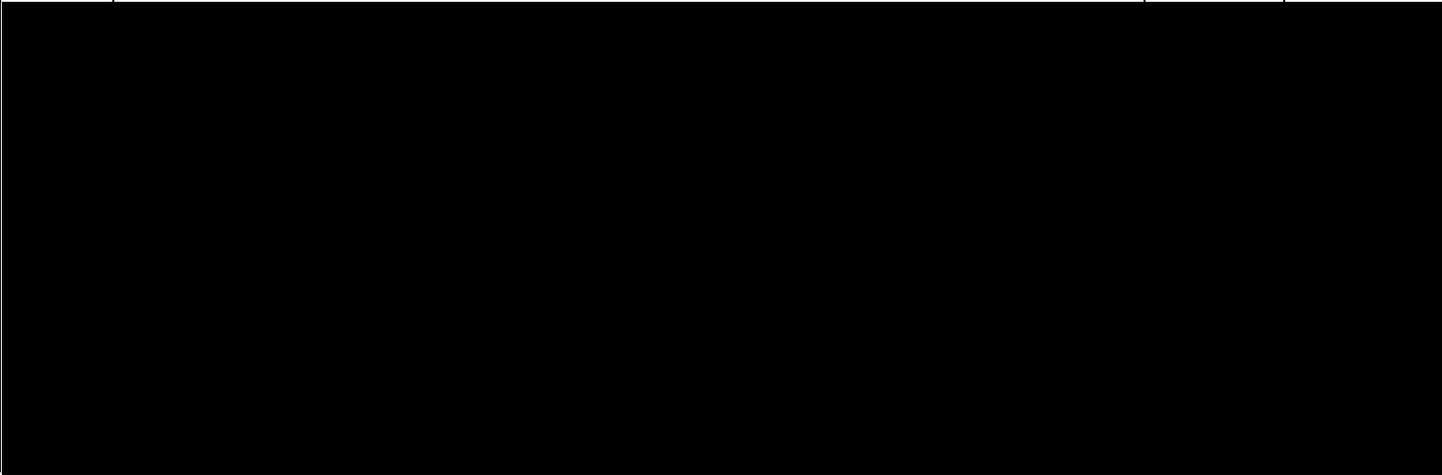


	Mobilisation	
2.5	This contract is due to commence on the 1st August 2019 . Please outline what support you would offer to us and how you would manage the mobilisation of this contract. (Maximum of 500 words)	30



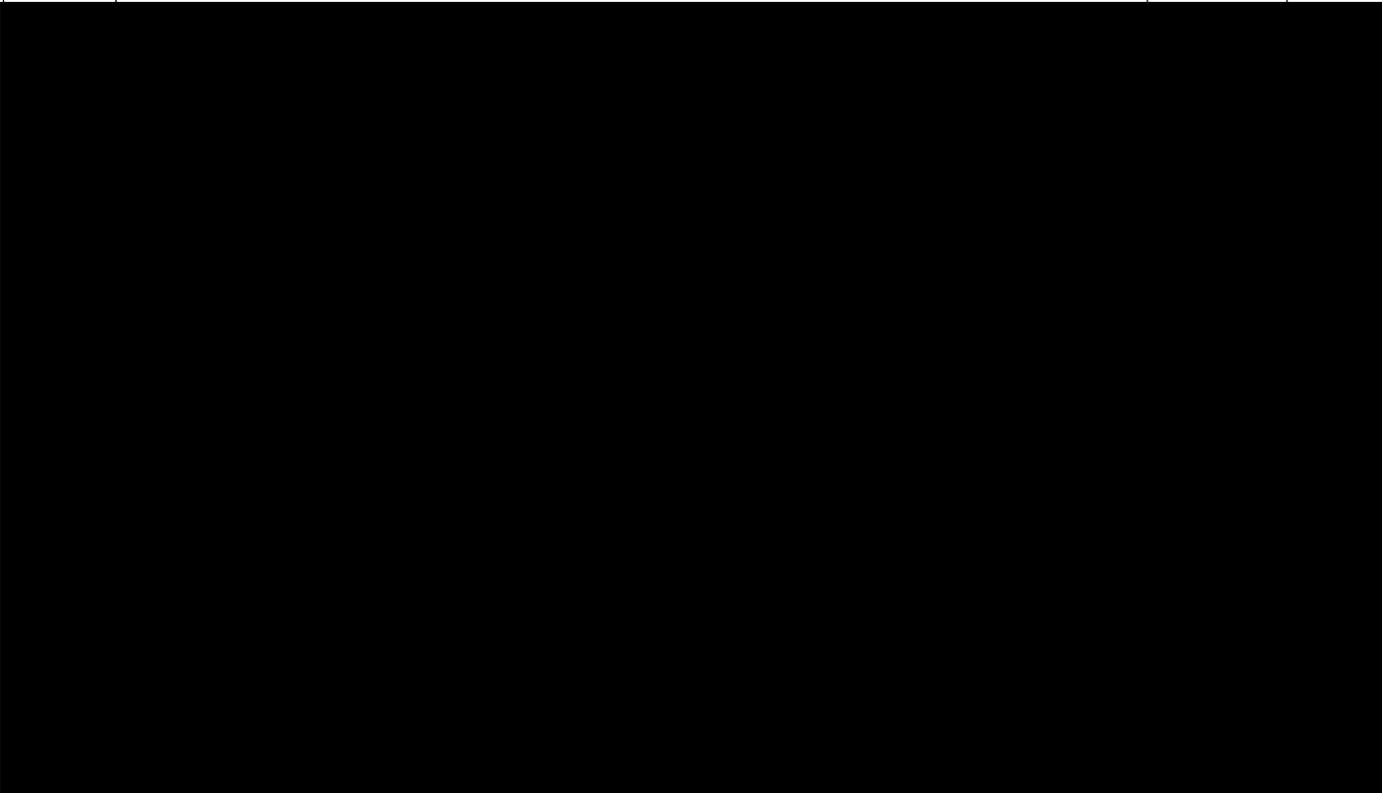


	Payment System	
2.6	Please give full details of your payment systems, and your capacity to deliver electronic invoicing to be applied to this contract. Please also include provision for the payment of a retrospective rebate on purchases. (Maximum of 500 words)	20

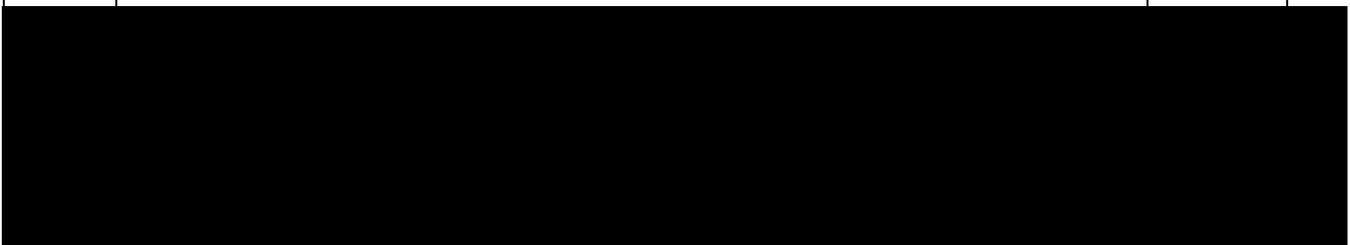


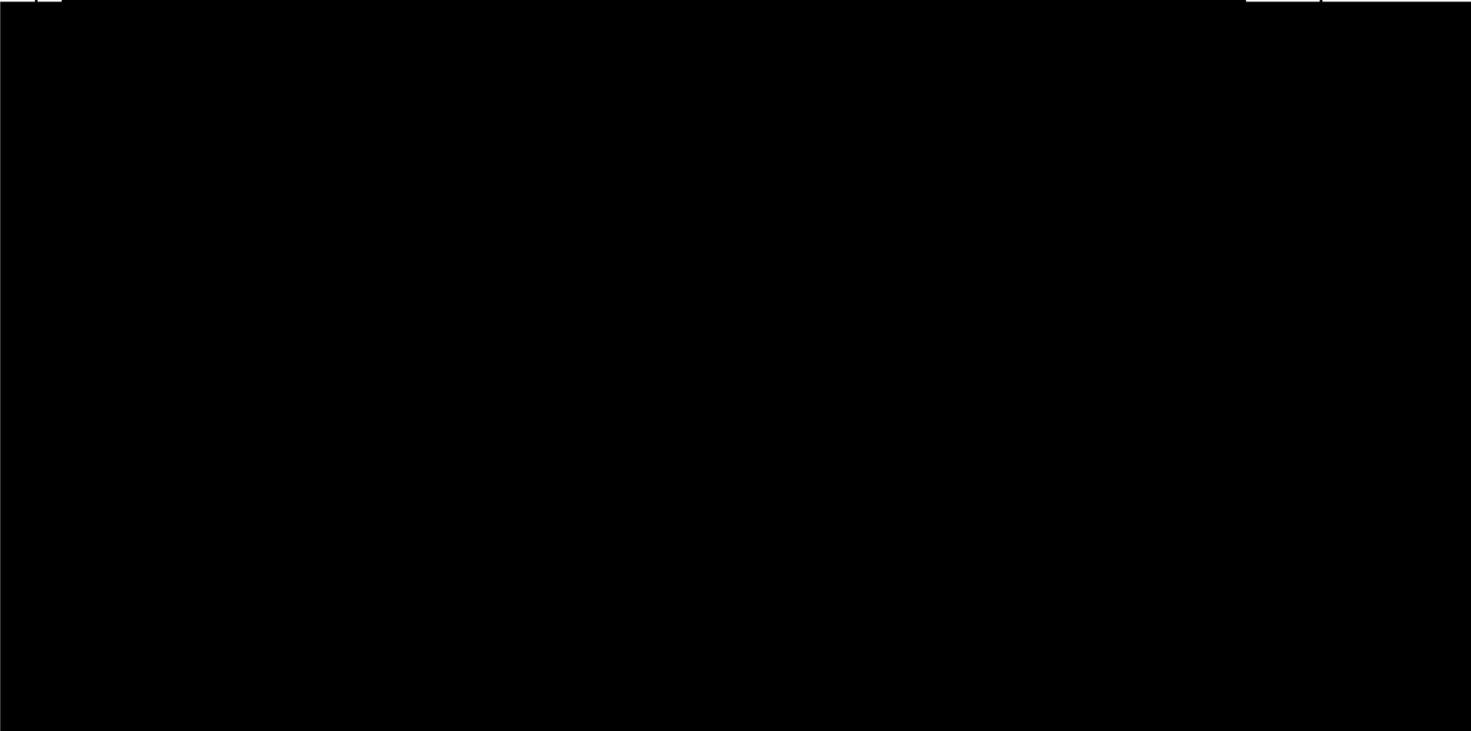
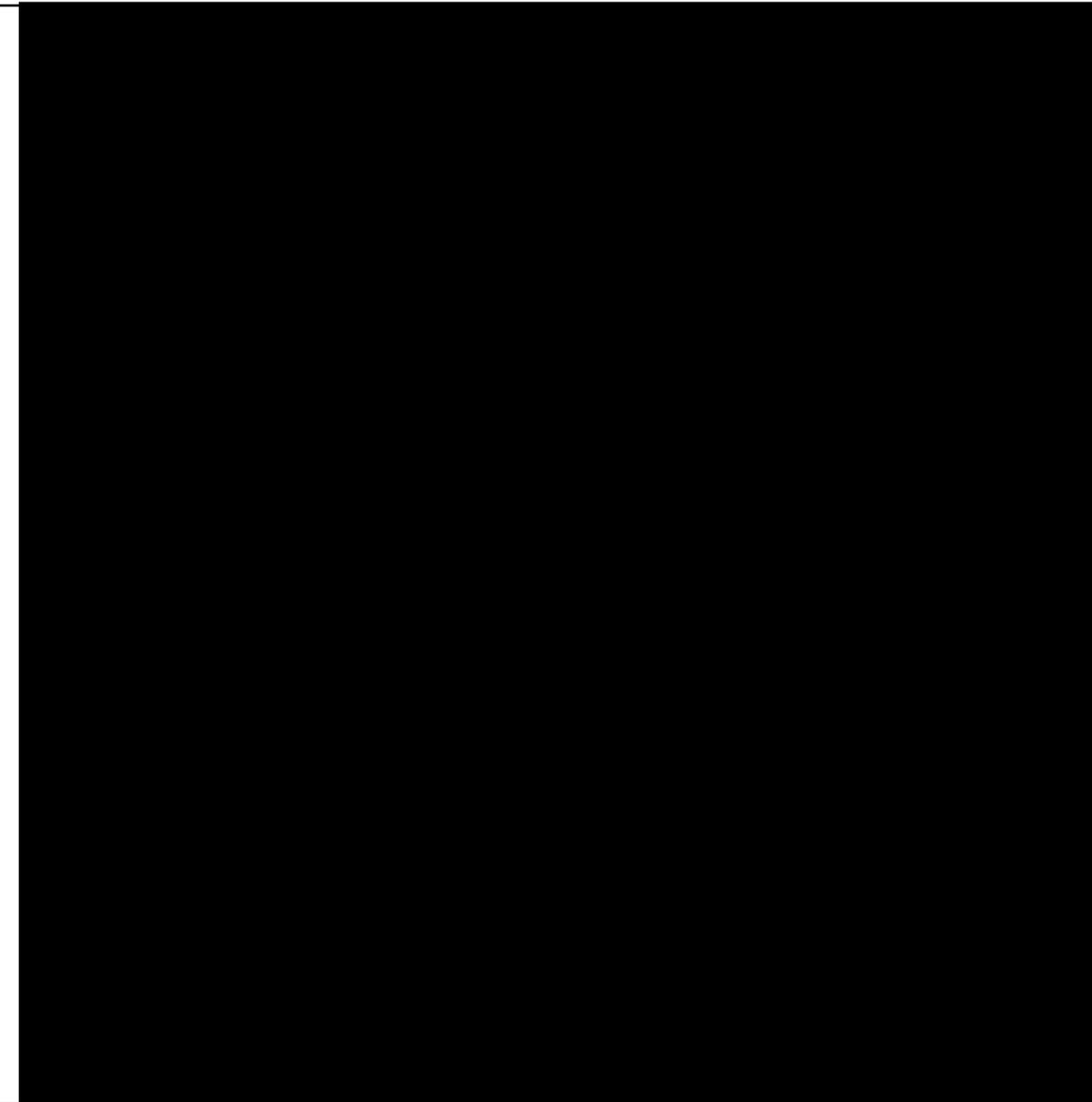


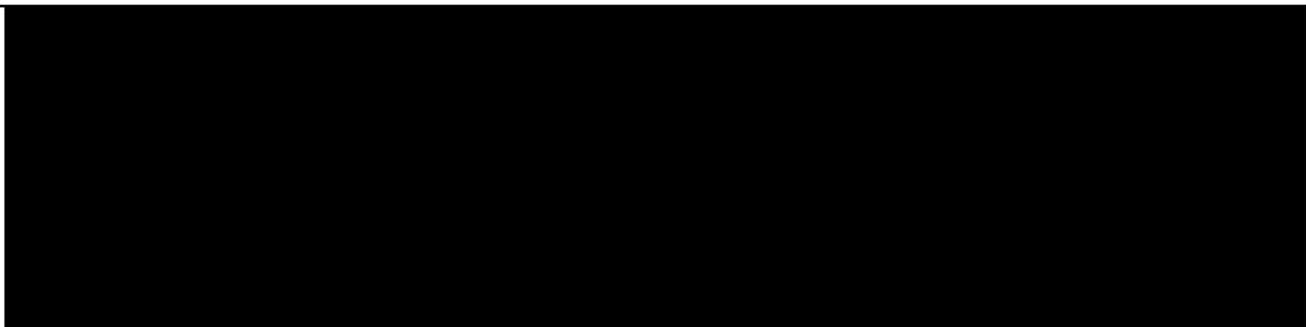
	Delivery and Distribution	
2.7	Please state from which locations our orders will be processed and distributed from? (Maximum of 500 words)	20



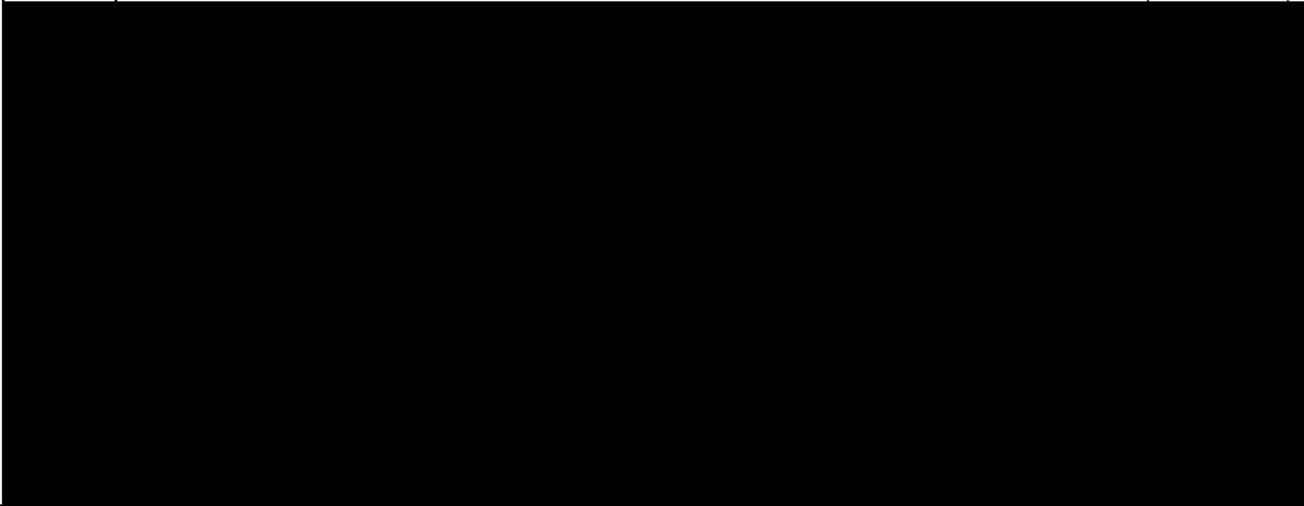
2.8	In operating our contract you would need to be working and delivering across regions that are sparsely populated. Please confirm what problems you would consider may arise and how you would counter these and illustrate where you have overcome such problems in other areas. (Maximum of 500 words)	30

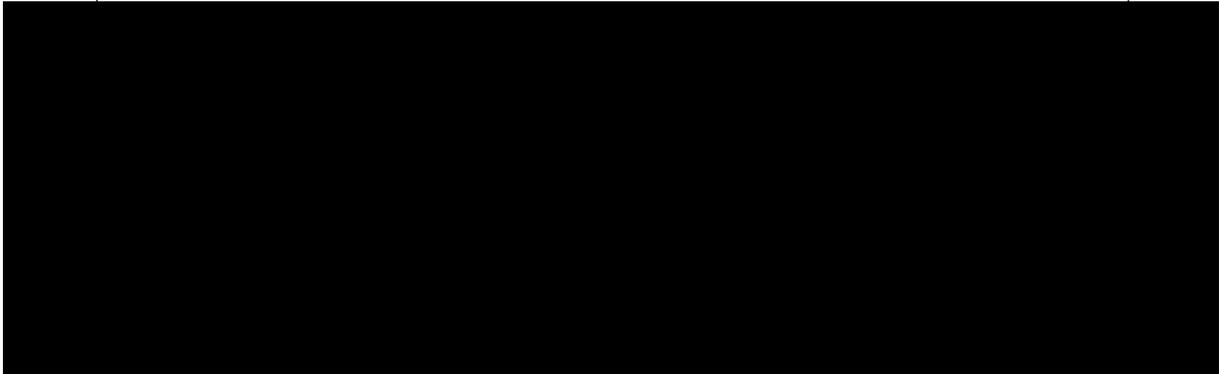
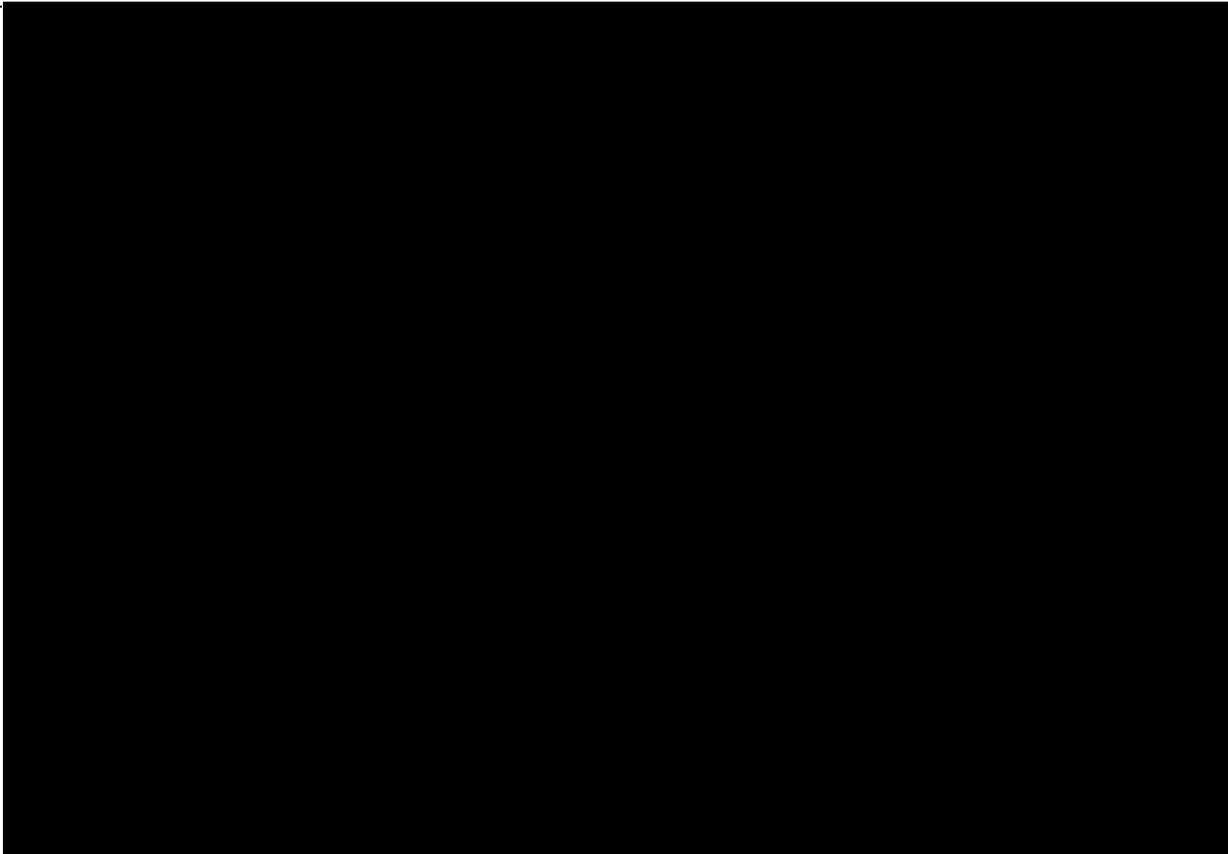




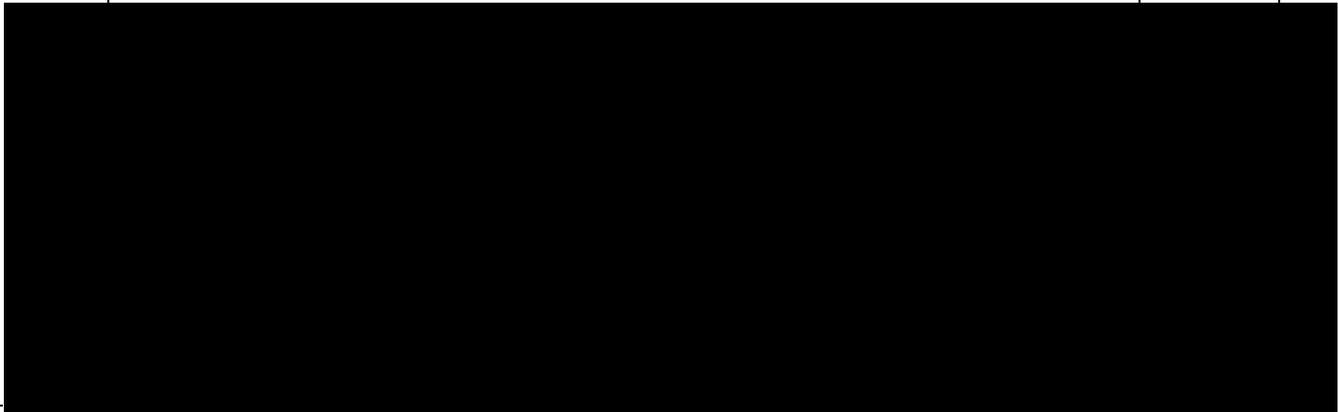


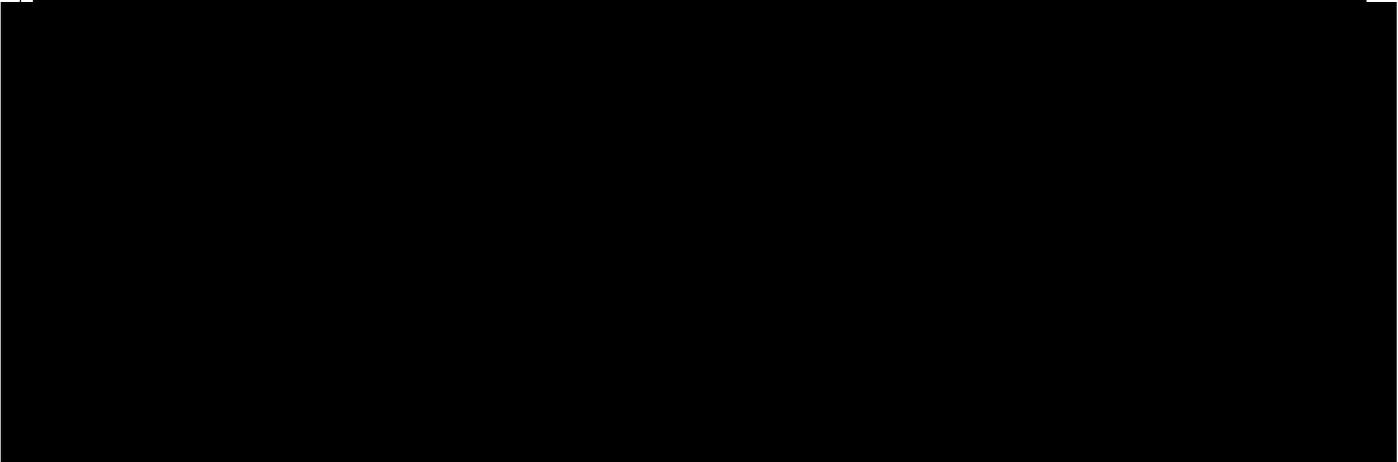
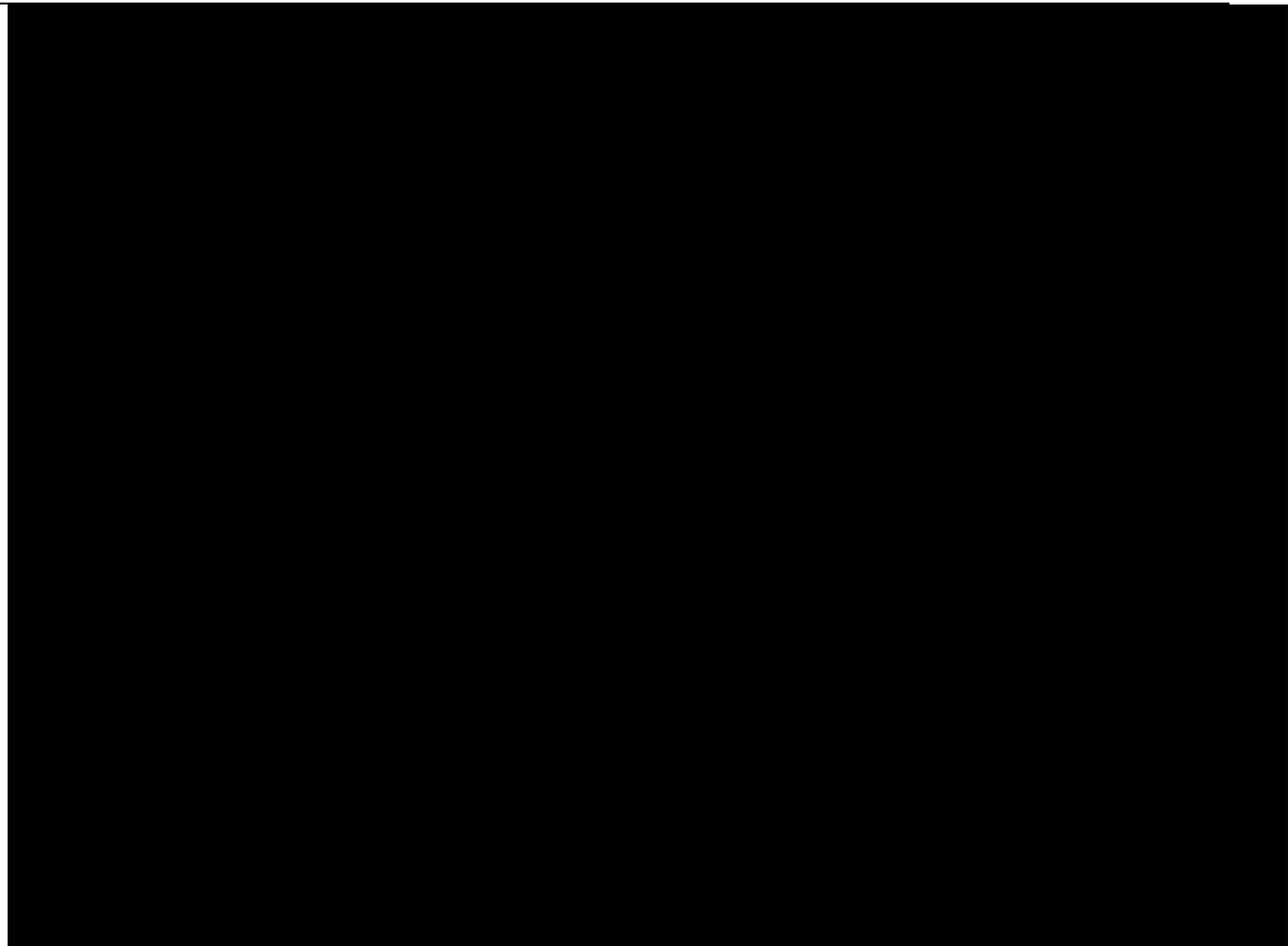
	Delivery Fleet	
2.9	Please list full details of your delivery fleet indicating types of vehicles, number, size, age, /operating base and fleet renewal programme that you would use to operate our contract. (Maximum of 500 words)	10



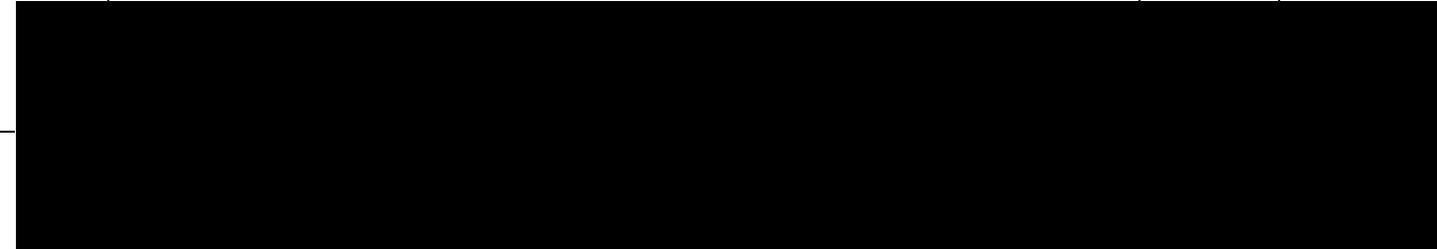


	Quality Control Procedure	
2.10	Please describe quality control procedures at different stages from the point of ordering through to delivery that you would use to operate our contract: (Maximum of 500 words)	50





	Complaints Procedure		
2.11	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: (Maximum of 500 words)	30	



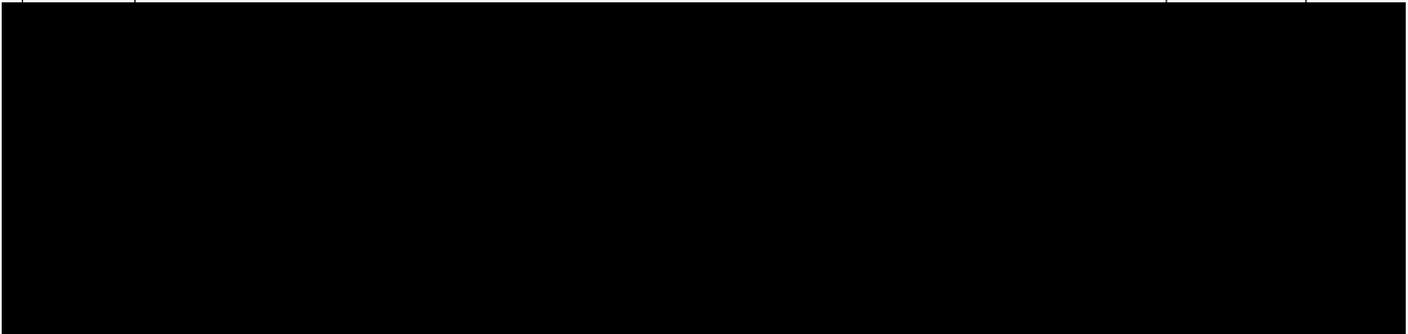
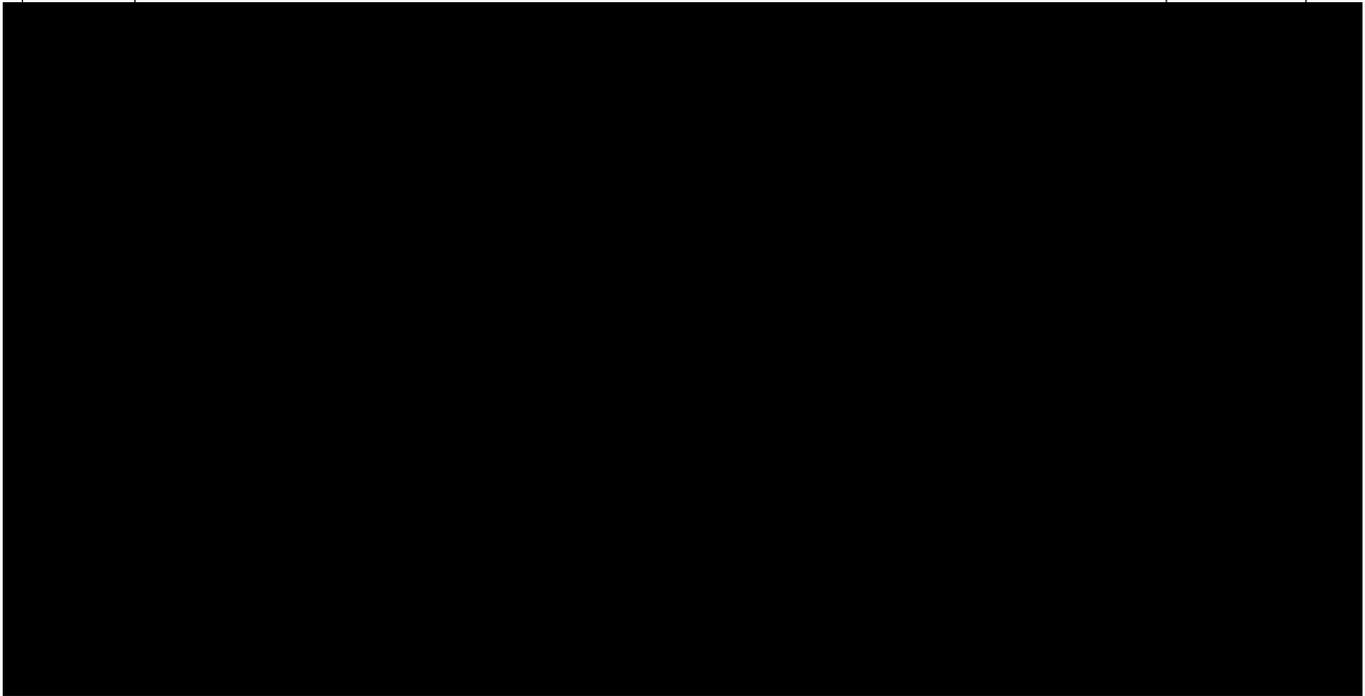
[Redacted content]

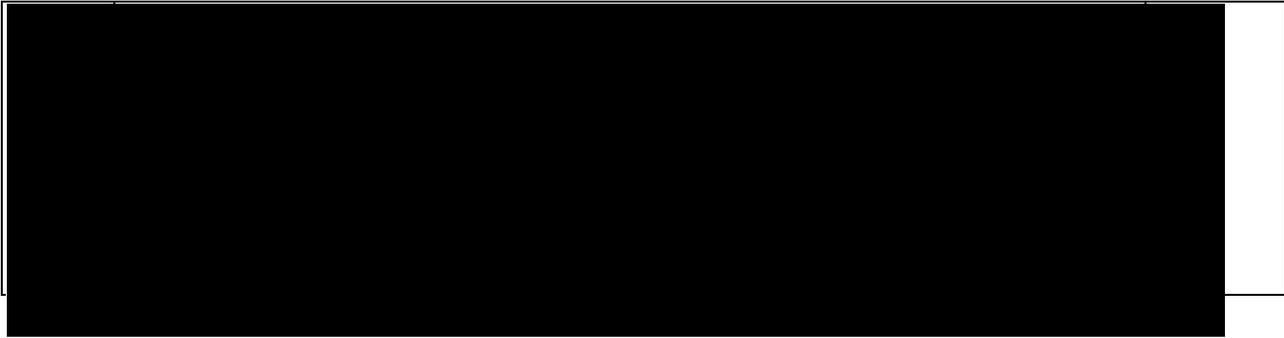
[Redacted content]

[Redacted content]

	Warranties Provided	
2.12	Please detail any policy you have regarding warranties (either manufacturer or otherwise) that you would apply to this contract and the process followed in the event of return due to product malfunction or of being in an unsatisfactory condition. (Maximum of 500 words)	30
[Redacted Content]		
[Redacted Content]		
[Redacted Content]		

	Social Value Proposals	
2.13	Deriving Social Value outcomes from our contracting is important for Shropshire Council. 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: (Maximum of 500 words)	20







Tender Response Document

RMCS 026 – SUPPLY & DELIVERY OF KITCHEN DISPOSABLES & LIGHT EQUIPMENT

Name of TENDERING
ORGANISATION
(please insert)

--	--

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

Shropshire Council Tender Response Document

Contract Description/Specification:

Shropshire Council for an initial period of 2 years commencing on 1st August 2019 with the option to extend for a further period of 3 years.

Kitchen disposables and light equipment are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, North Wales and the West Midlands in line with the requirements of the Council and the specifications included in the tender.

The contract will consist of two lots: -

Lot A: Kitchen Disposables

Lot B: Light Equipment

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

Contents

Section	Description	Page
A1	Form of Tender	8
A2	Non-Canvassing Certificate	9
A3	Non-Collusive Tendering Certificate	10
A4	Declaration of Connection with Officers or Elected Members of the Council	11
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	14
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	18
B Part 2 Section 3	Grounds for Discretionary Exclusion	21
Section C	Tender and Pricing Schedule	28

Evaluation Criteria

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

Selection Criteria Pass/Fail Questions (Section B)

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

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion

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

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

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

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

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

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

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Max Marks Available
Price 60% (600 marks)		
Section C / Q 1.1	On-cost	40 marks
Section C / Q 1.2	Settlement Terms	20 marks
Section C / Q 1.3	Delivery Cost/Min Order	20 marks
Section C / Q 1.4	Price Firm Period	20 marks
Section C / Q 1.5	Pricing Schedule	500 marks
Total for price		600 max marks
Quality 40% (400 marks)		
Section C / Q 2.1	Added Value	60 marks
Section C / Q 2.2	Managing Client Relationship	30 marks
Section C / Q 2.3	Placing Orders	30 marks
Section C / Q 2.4	Timescales	40 marks
Section C / Q 2.5	Mobilisation	30 marks
Section C / Q 2.6	Payment System	20 marks
Section C / Q 2.7	Distribution (location)	20 marks
Section C / Q 2.8	Distribution (location)	30 marks
Section C / Q 2.9	Distribution (vehicles)	10 marks
Section C / Q 2.10	Quality Control	50 marks
Section C / Q 2.11	Complaints Procedure	30 marks
Section C / Q 2.12	Warranty>Returns	30 marks
Section C / Q 2.13	Social Value Proposals	20 marks
Total for quality		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 initial mark for Quality Criteria overall will receive the full 400 marks available for Quality. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

Price Q1.1

This will be evaluated by using the 0-10 marking scheme described on page 6

Price Q1.2

This will be evaluated by using the 0-10 marking scheme described on page 6

Price Q1.3

This will be evaluated by using the 0-10 marking scheme described on page 6

Price Q1.4

This will be evaluated by using the 0-10 marking scheme described on page 6

Price Q1.5

This will be evaluated by using the total costs per pack tendered in Section C, question 1.5 'Pricing Schedule' multiplied by the approximate annual usage (based on the usage information contained in the pricing schedule) and totalled to give an overall basket cost. The most competitively priced tender will receive the maximum mark for price being **500. 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.

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

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

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for **RMCS 026 – Kitchen Disposables & Light Equipment**

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 provision of kitchen disposables and light equipment at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.

Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Non-collusive Tendering Certificate

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

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

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

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

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

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?

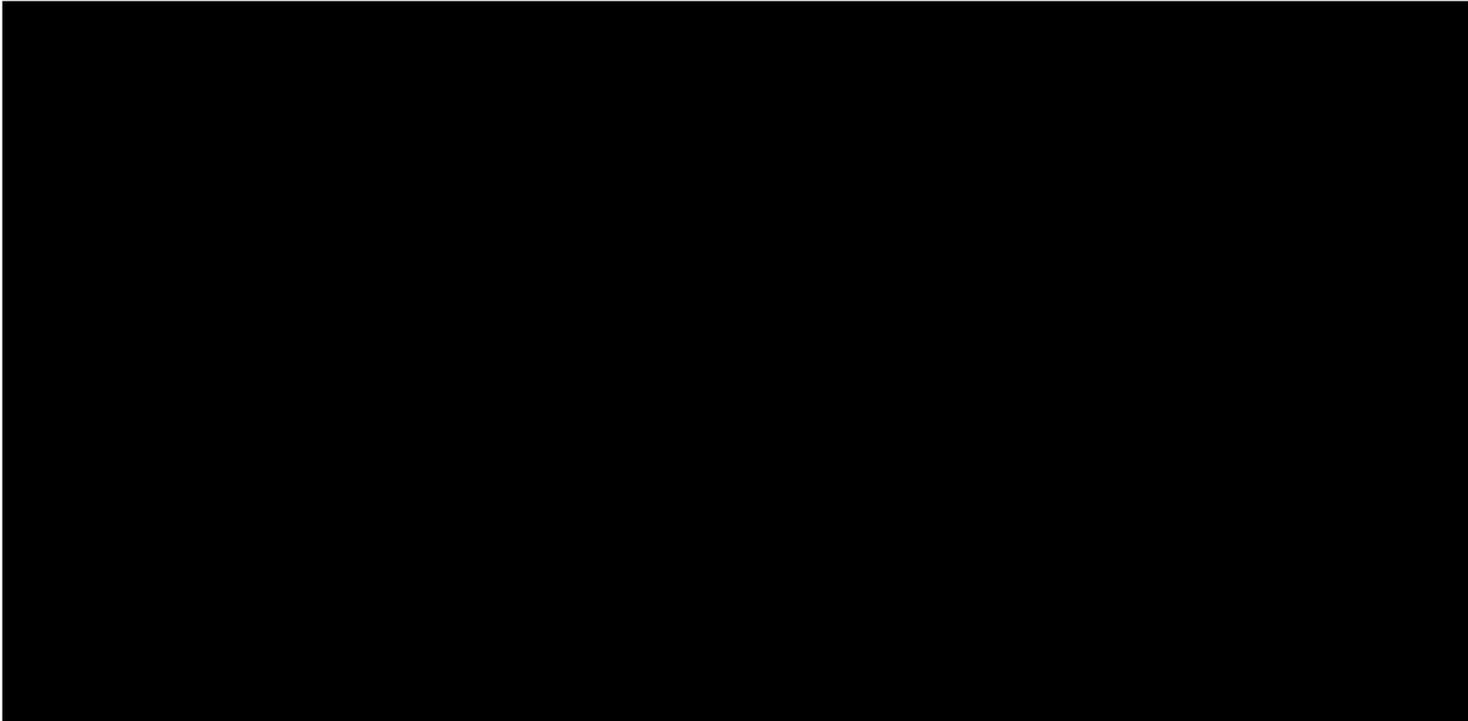
No

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.



SECTION B

Standard Selection Questionnaire

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

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

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

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

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

Supplier Selection Questions: Part 3

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

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

Consequences of misrepresentation

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

Notes for completion

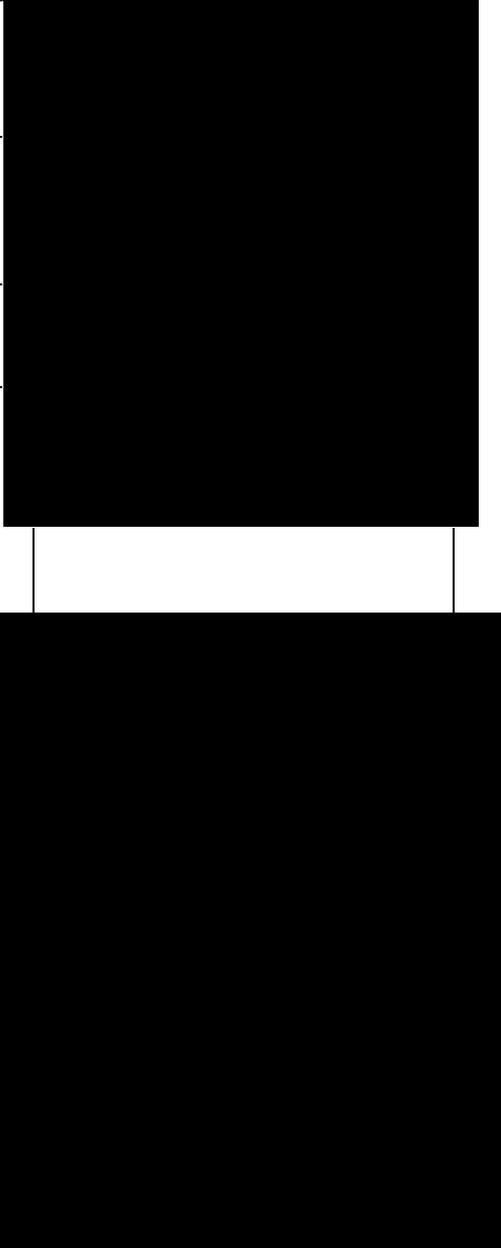
1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors. All sub-contractors are required to complete Part 1 and Part 2¹.**
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

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

¹ See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

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

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the memb state where it is established?	
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	

1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement.	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

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

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model				
Question number	Question	Response			
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?				
1.2(a) - (ii)	Name of group of economic operators (if applicable)				
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.				
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?				
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.				
	Name				
	Registered address				
	Trading status				
	Company registration number				
	Head Office DUNS number (if applicable)				
	Registered VAT number				
	Type of organisation				
	SME (Yes/No)				
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables				
	The approximate % of contractual obligations assigned to each sub-contractor				

Contact details and declaration

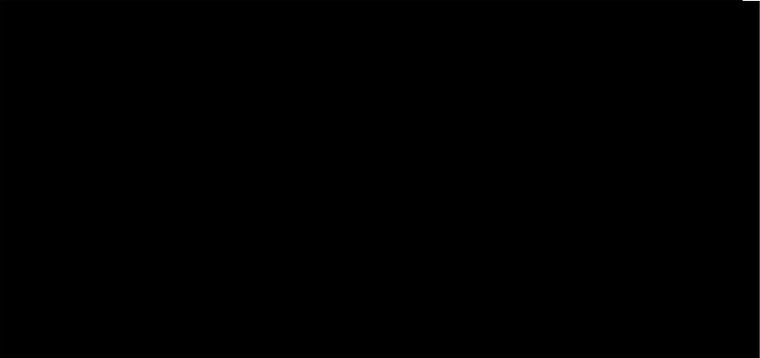
I declare that to the best of my knowledge the answers submitted, and information contained in this document are correct and accurate.

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

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

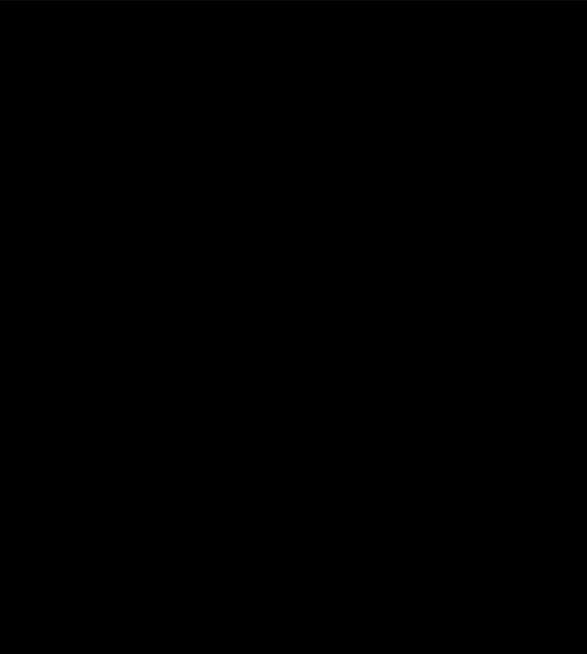
I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

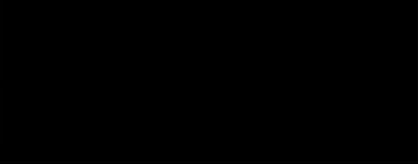
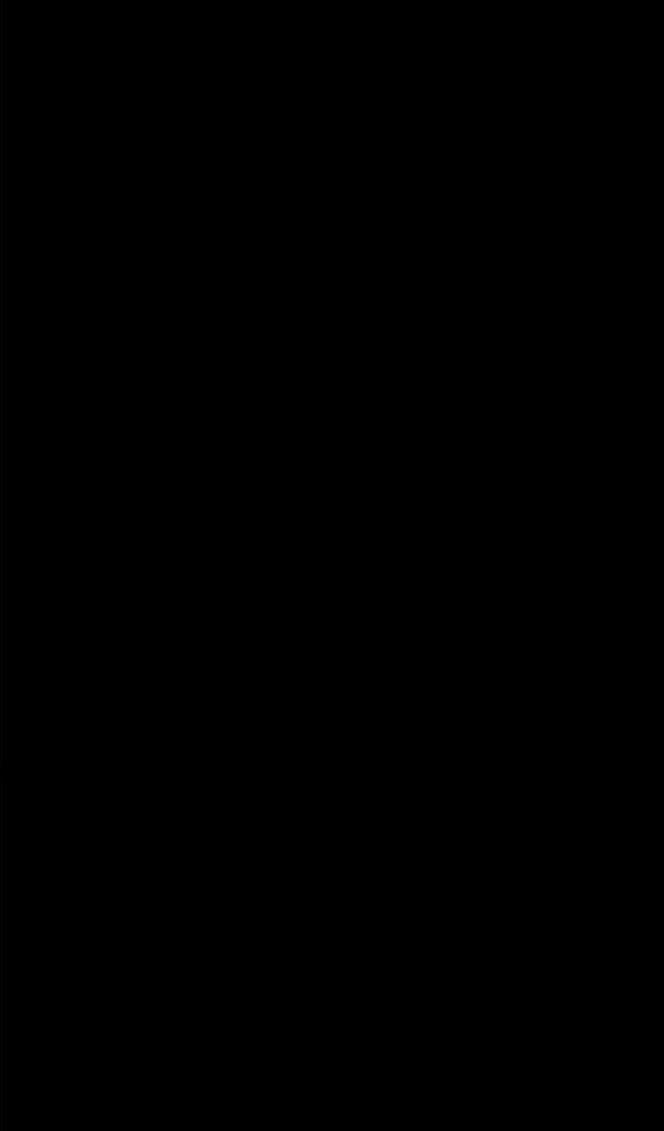
I am aware of the consequences of serious misrepresentation.

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

Part 2: Exclusion Grounds

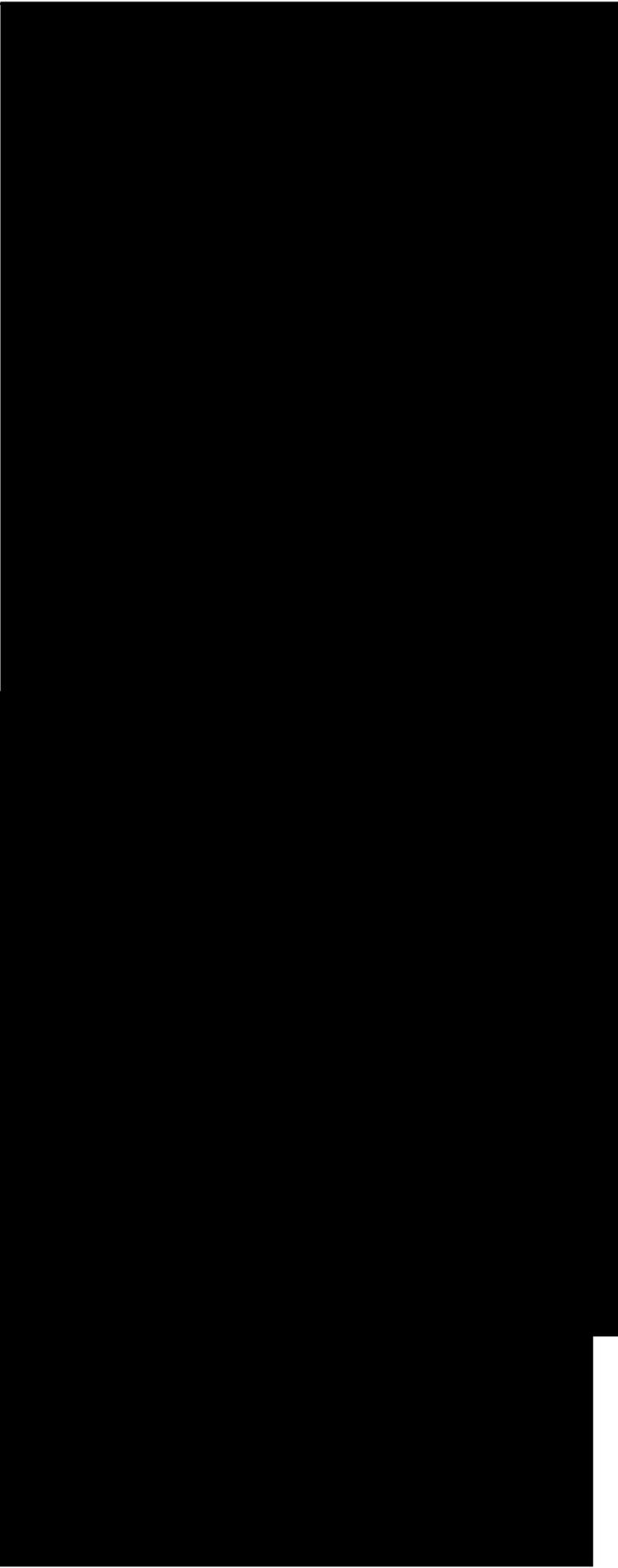
Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	
	Corruption.	
	Fraud.	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	<p>If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)</p>	

2.3(a)	<p>Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	
2.3(b)	<p>If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p>	N/A
2.4	<p>Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects</p>	Yes
2.4(a)	<p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> ○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; ○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; ○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; ○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place); ○ to maintain records of personal data processing activities; and ○ to regularly test, assess and evaluate the effectiveness of the above measures. 	

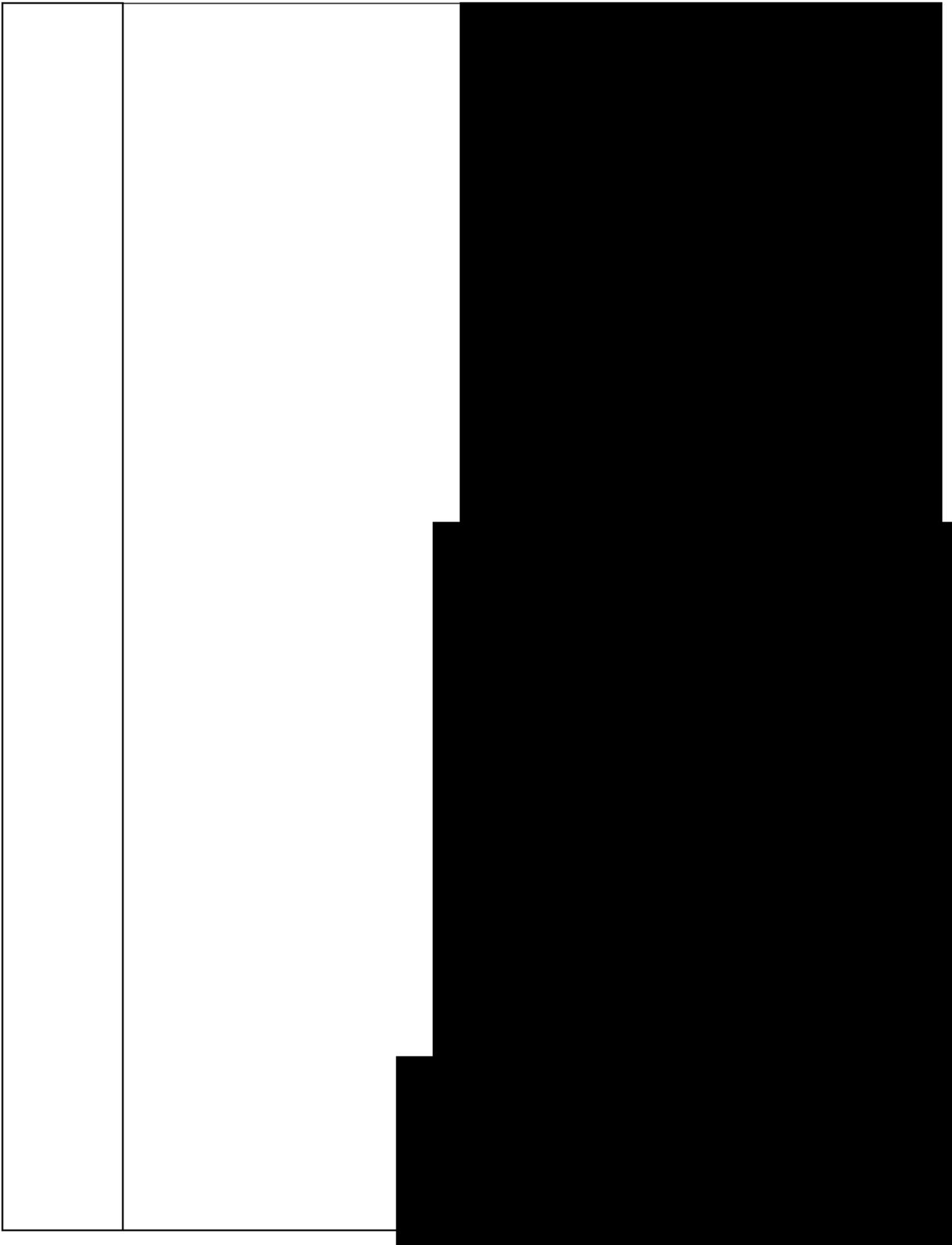
--	--	--

--	--



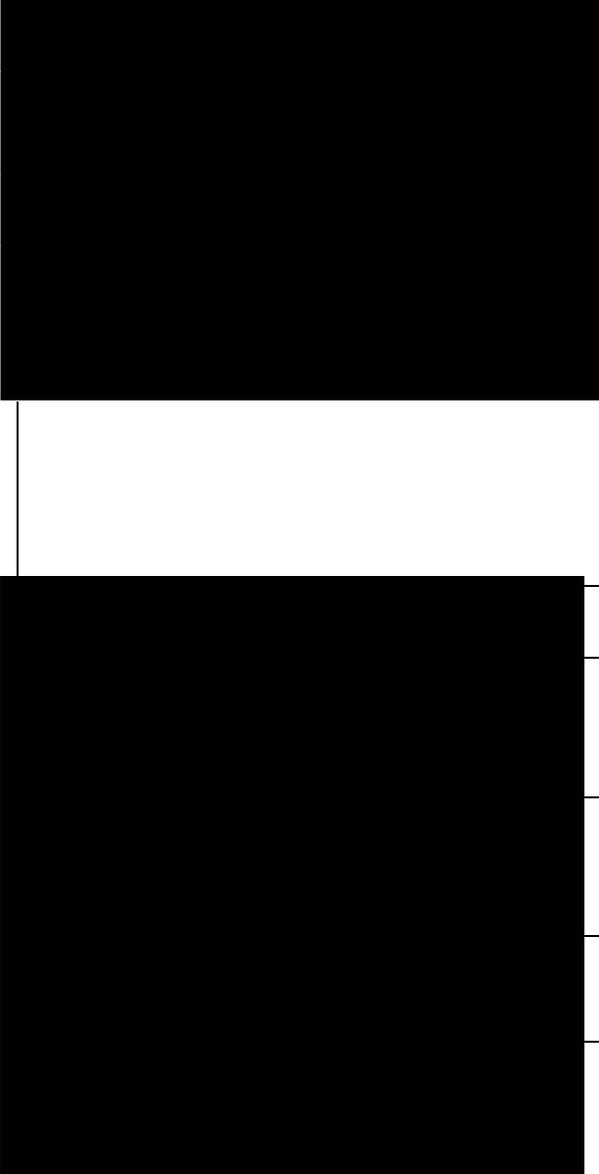
--	--

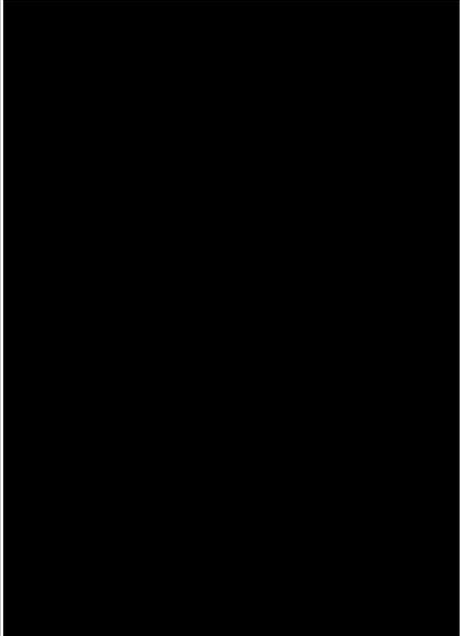




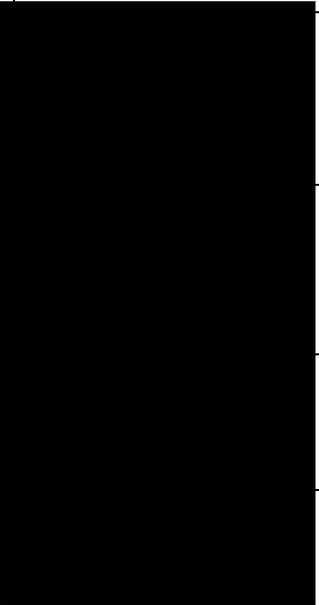
--	--	--

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

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	
3.1(b)	Breach of social obligations?	
3.1(c)	Breach of labour law obligations?	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	
3.1(e)	Guilty of grave professional misconduct?	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	
3.1(h)	Been involved in the preparation of the procurement procedure?	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	

3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	
3.1(j) - (ii)	The organisation has withheld such information.	
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	N/A
-----	---	-----

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or	

	an alternative means of demonstrating financial status).	
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	

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

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

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

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

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
-----	---

--	--

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

--	--

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

8. Additional Questions

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

Section 8	Additional Questions	
8.1	Insurance	
	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:	
	<div style="background-color: black; width: 50px; height: 15px; margin-bottom: 10px;"></div> <p>Employer's (Compulsory) Liability Insurance = £5 Million</p> <p>Public Liability Insurance = £5 Million</p> <p>Product Liability Insurance = £2 million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	

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

⁴ Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf

8.3 – Compliance with equality legislation

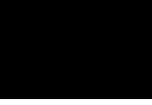
For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	██████
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	██████████
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	████████████████████

8.4 – Environmental Management

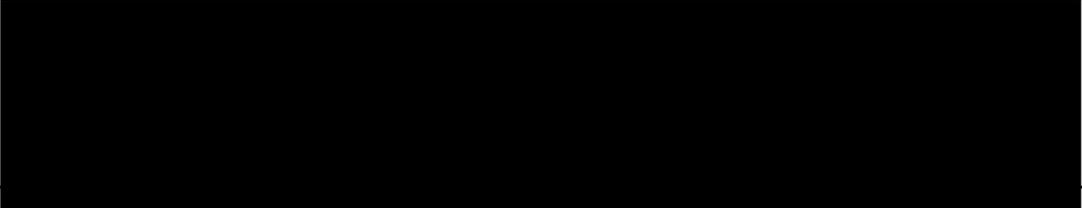
1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	████████████████████
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	████████████████████

8.5 – Health & Safety

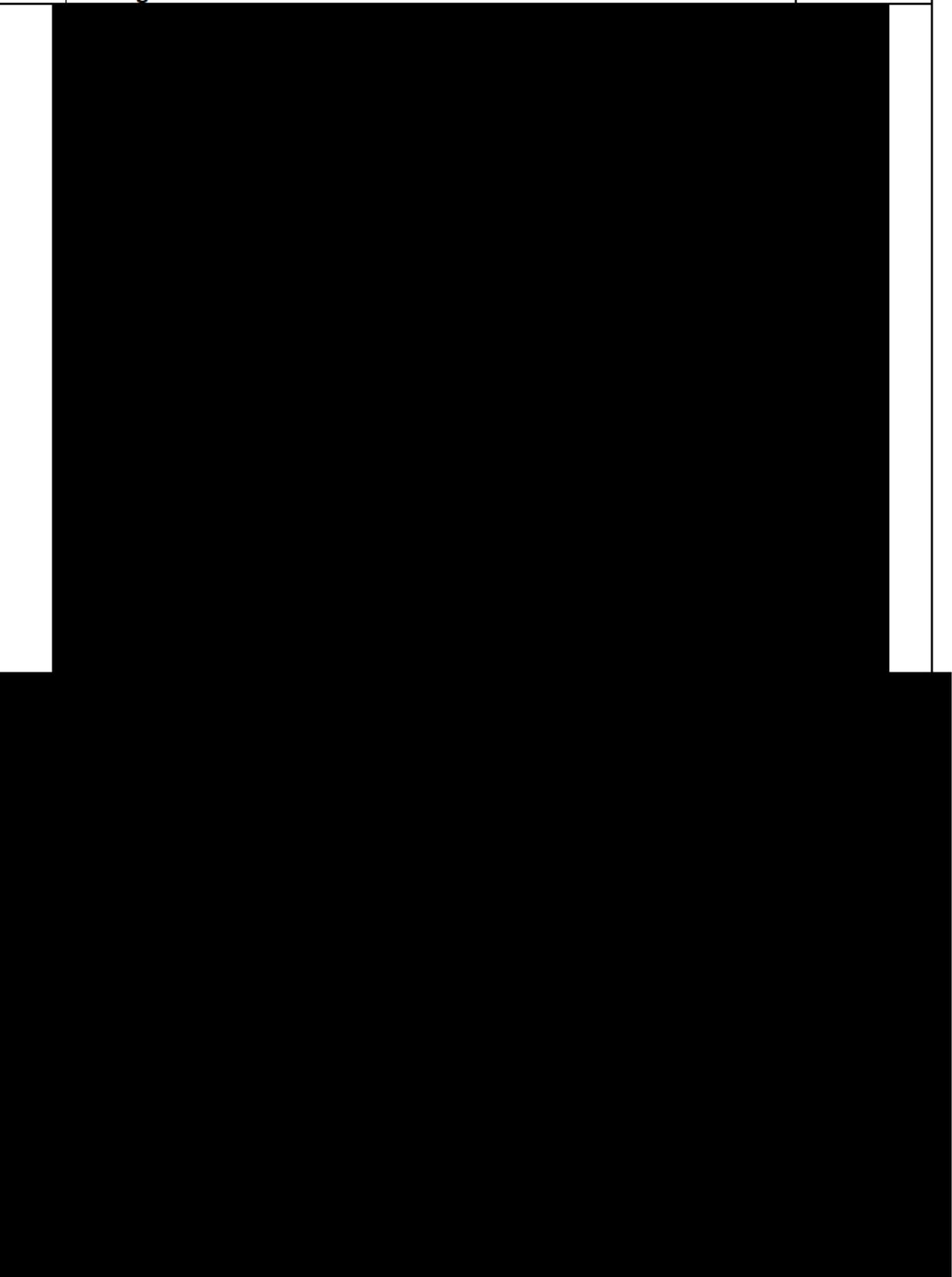
1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	████████████████████
----	--	----------------------

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

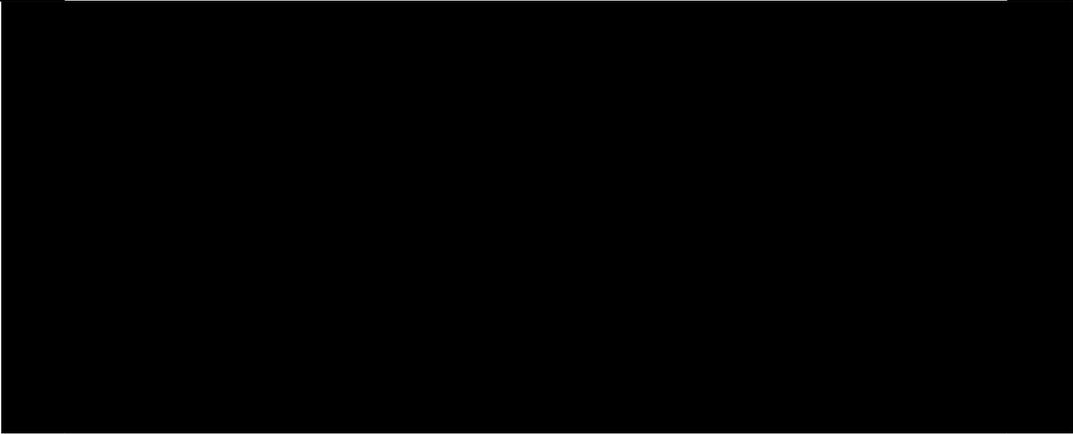
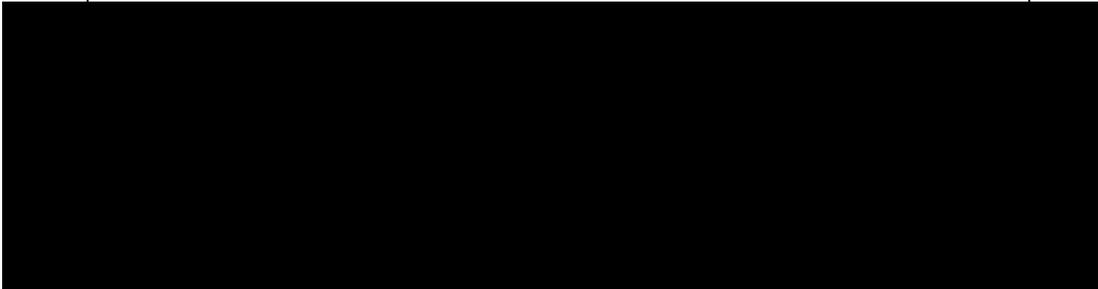
SECTION C – TENDER SCHEDULE

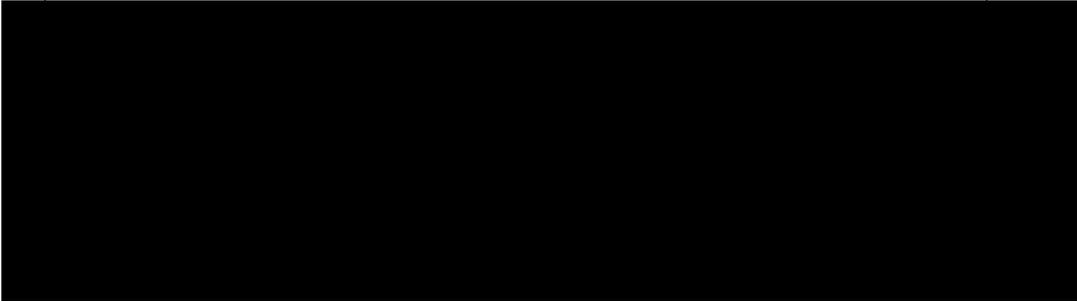
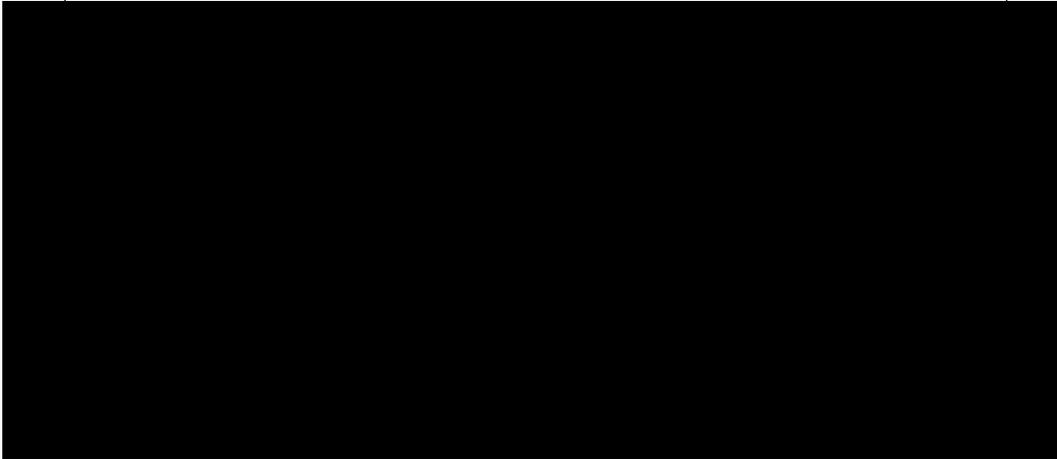
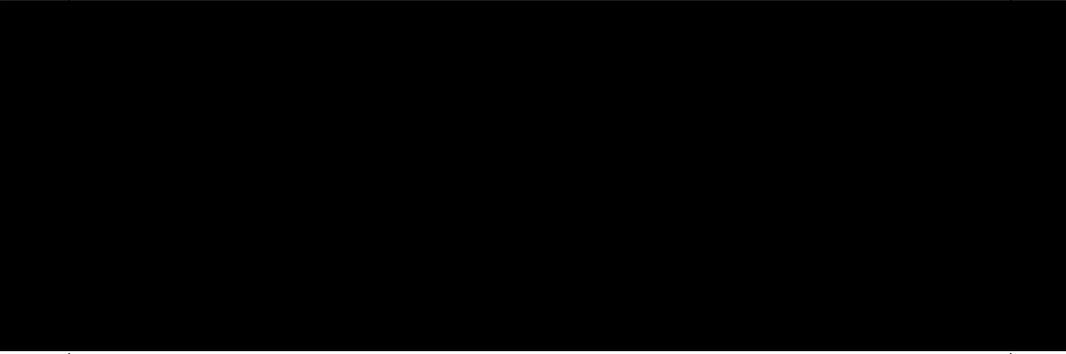
1.	Pricing Schedule	Max Marks
1.1	Please confirm the on cost % that you have applied to your tendered prices 	40
1.2	Settlement terms (additional discount):  % for payment within  days from invoice date.	20
1.3	Please detail any delivery cost and minimum order value: 	20
1.4	Please detail the price firm period: 	20
1.5	Detailed Prices Please fully complete the pricing schedule by inserting your tendered case size and delivered price in to the individual establishment. All tendered prices must include all packing and delivery costs and be exclusive of VAT. 	500

Quality Questions

2	Tender Quality of Service Response	Max Marks
	Added Value Products, Services and Client Relationship Management	
2.1		

2.2	<p>Please detail how your company would manage client relationships if you were successful in being awarded this contract. (Maximum of 500 words)</p> <div data-bbox="199 403 1364 1176" style="background-color: black; width: 100%; height: 345px;"></div>	30
	Placing of Orders, Order and Delivery Timescales	
2.3	<div data-bbox="263 1220 1268 1713" style="background-color: black; width: 100%; height: 220px;"></div>	30
2.4	<p>Please state what your timescales would be in operating this contract with respect to the placing of orders through to delivery of items to each of our individual sites. Also indicate minimum order times. (Maximum of 500 words)</p> <div data-bbox="263 1859 1308 2027" style="background-color: black; width: 100%; height: 75px;"></div>	40

		
	Mobilisation	
2.5	This contract is due to commence on the 1st August 2019 . Please outline what support you would offer to us and how you would manage the mobilisation of this contract. (Maximum of 500 words)	30
		
	Payment System	
2.6	Please give full details of your payment systems, and your capacity to deliver electronic invoicing to be applied to this contract. Please also include provision for the payment of a retrospective rebate on purchases. (Maximum of 500 words)	20
		
	Delivery and Distribution	

2.7	Please state from which locations our orders will be processed and distributed from? (Maximum of 500 words)	20
		
2.8	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. (Maximum of 500 words)	30
		
Delivery Fleet		
2.9	Please list full details of your delivery fleet indicating types of vehicles, number, size, age, /operating base and fleet renewal programme that you would use to operate our contract. (Maximum of 500 words)	10
		
Quality Control Procedure		
2.10	Please describe quality control procedures at different stages from the point of ordering through to delivery that you would use to operate our contract: (Maximum of 500 words) Please describe quality control procedures at different stages from the point of ordering through to delivery that you would use to	50

operate our contract:

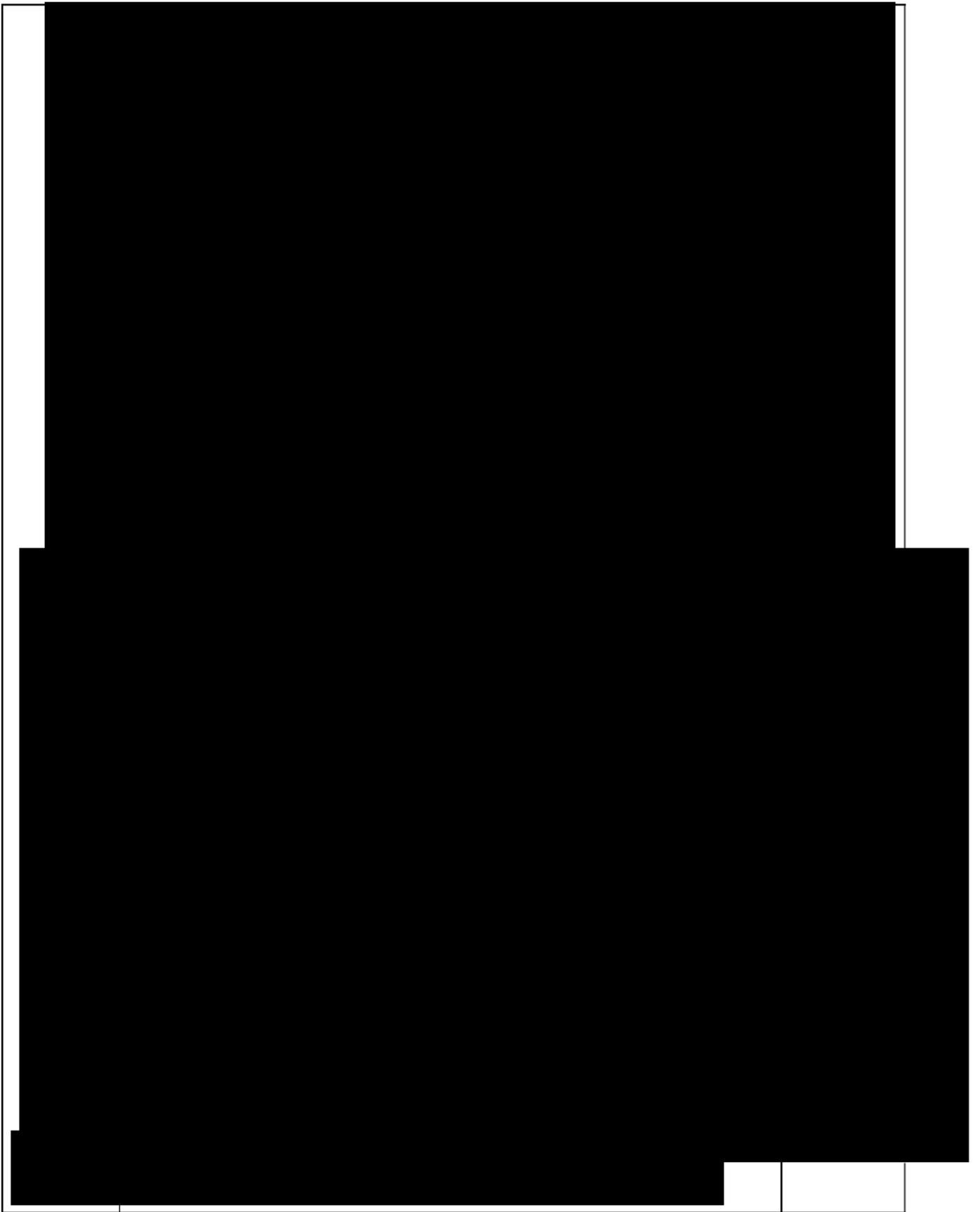
[REDACTED]

[REDACTED]

[REDACTED]

	Complaints Procedure	
2.11	<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: (Maximum of 500 words)</p> <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>	30

	Warranties Provided	
2.12	<p>Please detail any policy you have regarding warranties (either manufacturer or otherwise) that you would apply to this contract and the process followed in the event of return due to product malfunction or of being in an unsatisfactory condition. (Maximum of 500 words)</p> <p>Please detail any policy you have regarding warranties (either manufacturer or otherwise) that you would apply to this contract and the process followed in the event of return due to product malfunction or of being in an unsatisfactory condition.</p>	30
	Social Value Proposals	
2.13	<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: (Maximum of 500 words)</p>	20



Notes to this form:

Text highlighted in yellow is where details need to be inserted

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

If the Lots A & B are to be delivered by separate Contractors, this form will require amendment as indicated in the footnotes

DATED:

day of

2019

BETWEEN

SHROPSHIRE COUNCIL (1)

[.....] (2)¹

Contract Ref: RMCS 026

Contract for Supply & Delivery of Kitchen Disposables & Light Equipment



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

¹ Insert Contractor's name

'Authorised Officer'	partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council. means the representative appointed by the Council to manage the Contract on its behalf
'Best Practice'	means in accordance with the best practice within the industry of the Contractor
'Bribery Act'	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
'Commencement Date'	1 st August 2019
'Commercially Sensitive Information'	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
'Confidential Information'	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be

'Contractor'	confidential and the Commercially Sensitive Information; means the party named above and includes its employees, servants and agents acting on its behalf
'Contract Documents'	means all of the documents annexed to, contained and referred to within this Agreement
'Contractor Personnel'	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor paid or unpaid;
'Contractor's Representative'	means the representative appointed by the Contractor to manage the contract on its behalf
'Council'	means the party named above and includes its employees, officers, servants and agents acting on its behalf
'Data Protection Legislation'	<p>means:</p> <ul style="list-style-type: none"> <li data-bbox="824 909 1279 1031">i) all applicable Law about the processing of personal data and privacy; and <li data-bbox="824 1052 1385 1591">ii) 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 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and <li data-bbox="824 1612 1369 1877">iii) to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the GDPR, the (LED Law Enforcement Directive (Directive (EU) 2016/680) and any

	applicable national implementing Laws as amended from time to time including the DPA 2018
DPA 2018	Data Protection Act 2018
'Delivery Date'	means the date by or on which the Goods shall be delivered as specified in an Order
'Delivery Location'	means the address to which the Goods are to be delivered as specified in an Order
'EIR'	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
'Employment Checks'	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks disclosure and barring checks
'Estimated Contract Value'	means the estimated contract value relating to this Agreement
'Exempt Information'	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
'Expiry Date'	Shall be the later of either: i) the Initial Expiry Date; or ii) the last day of any agreed extension period further to clause 2 below; or iii) such other date as this Agreement is terminated in accordance with its terms
'FOIA'	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause

'FOIA notice'	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
GDPR	Means the General Data Protection Regulation in force in the UK with effect from 25 th May 2018
'Goods '	means Kitchen disposables and light equipment as more particularly described in the Specification
'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).
'Individual Sites'	means the sites listed in the Schedule of Delivery in Schedule 2 of this Agreement
'Initial Expiry Date'	means 31 st July 2021
'Initial Term'	means a period of two years commencing on the Commencement Date and expiring on the Initial Expiry Date
'Intellectual Property Rights'	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
Lot A	Means the Lot relating to the supply and delivery of Kitchen disposables as more particularly described in the Specification
Lot B	Means the Lot relating to the supply and delivery of Light Equipment as more particularly described in the Specification
LED:	Law Enforcement Directive (Directive (EU) 2016/680)
'Option to Extend'	means the Council's option to extend the Initial Term by a period of up to three years commencing from 1 st August 2021

‘Order’	means an official order placed by the Council or by Individual Sites to the Contractor for the supply of Goods to be supplied under Lot A [by the Council for the supply of Goods under Lot B] in accordance with the terms of this Agreement
‘Order Number’	means the reference number to be applied to an Order by the Contractor
‘Parties’	the Contractor and the Council and ‘Party’ shall mean either one of them
‘Prohibited Act’	the following constitute Prohibited Acts: <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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
‘Project Materials’	means all reports, the Specification, documents, papers, information, data, disks, drawings, samples, patterns, in whatever form, medium or format and wherever such Project Materials are located or stored together with all copies of Project Materials

'Receiving Party'	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
'Regulatory Bodies'	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
'Request for Information'	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
Services	Means the supply and delivery of the Goods
'Specification'	means the specific description of the Goods to be supplied by the Contractor as set out in Schedule 1 to this Agreement
'Standing Offer Arrangement'	means the arrangement created by this Agreement between the Council and the Contractor
'Sub-contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Goods or any part thereof, or facilities or services necessary for the provision of the Goods or any part of the Goods
'Sub-Contractor'	Means the third parties that enter into a Sub-Contract with the Contractor
'Tender'	means the tender dated [insert date] submitted by the Contractor and accepted by the Council annexed to this Agreement in Appendix 1
'Tender Response Document'	means the Contractor's response to the Council's instructions to Tender document annexed to this Agreement in Appendix [?] ⁷

⁷ Insert Appendix No.

'Term'	Means the period commencing on the Commencement Date and expiring on the Expiry Date
'Working Day'	means any day other than a Saturday, Sunday or public holiday in England and Wales

1.2 Interpretation

In this Agreement unless the context otherwise requires:

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- 1.2.1 words importing any gender include every gender
- 1.2.2 words importing the singular number include the plural number and vice versa
- 1.2.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
 - (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.2.6 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement
- 1.2.7 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule
- 1.2.8 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
- 1.2.9 the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation
- 1.2.10 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2.11 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'
- 1.2.10 Where any statement is qualified by the expression so far as the

Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

- 1.2.12 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.

2. Term:

- 2.1 It is agreed between the Parties that this Agreement will be for the Initial Term commencing on the Commencement Date and ending on the Initial Expiry Date.
- 2.2 It is further agreed between the Parties that the Council may exercise its Option to Extend this Agreement at the expiry of the Initial Term for a further period of up to three years commencing on 1st August 2021
- 2.3 If the Council decides to exercise its Option to Extend the Initial Term it shall notify the Contractor in writing at least 3 months in advance of the expiry date of the Initial Term. Where the Parties agree a further extension after the Initial Term the provisions of this Agreement between the Council and the Contractor shall be the terms of the extended Agreement, save for any variations agreed between the Parties to apply to the extended contract term.
- 2.4 If the Council decides that it does not wish to exercise its Option to Extend then this Agreement shall terminate on the Initial Expiry Date and the provisions of clause 32 (Consequences of Termination) shall apply

3. Estimated Contract Value:

- 3.1 The total Estimated Contract value of the Standing Order Arrangement is expected to be in the region of £670,000 (Six Hundred and Seventy Thousand Pounds) for the duration of the whole of the potential Term which includes the Initial Term and the maximum permitted extension periods of up to three years.
- 3.2 The Parties agree that the Council is not bound by the Estimated Contract Value and that there are no maximum or minimum limits to the Orders that may be placed by the Council to the Contractor
- 3.3 The Parties agree that the Council shall not give any guarantee as to the likely values to be seen under the terms of this Agreement

4. Standing Offer Arrangement

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

5. Orders and Goods

- 5.1 The Contractor shall provide the Goods to the Council in consideration of the Council paying the Agreed Price(s) to the Contractor, subject to the

- provisions of this Agreement
- 5.2** The Contractor shall supply the Goods in accordance with the Council's [Individual Site's] Order(s). Each Order shall:
- 5.2.1** be given in writing or, if given orally, shall be confirmed within three Working Days. If no such confirmation is received by the Contractor within three days, the Contractor should notify the Council accordingly
 - 5.2.2** specify the type and quantity of the Goods ordered
 - 5.2.3** (unless the Parties agree that the Council may specify the date and location after placing the Order) specify the Delivery Date Delivery Location. If the Delivery Date and/or the Delivery Location are to be specified after the placing of an Order, the Council [Individual Site] shall give the Contractor reasonable advance notice of the relevant information
 - 5.2.4** The Council shall not be responsible or be liable for payment for Goods unless they are requisitioned by an official Order signed by an authorised officer of the Council [Individual Site]
- 5.3** The Contractor shall provide the Goods in such places and locations as agreed with the Council in accordance with clause 5.2 above and the terms of this Agreement.
- 5.4** The Contractor shall assign an Order Number to each Order received from the Council [Individual Site] and notify such Order Numbers to the Council. Each Party shall use the relevant Order Number in all subsequent correspondence relating to the Order
- 5.5** The Council [Individual Site] may within 7 days of placing an Order amend or cancel an Order by written notice to the Contractor. If the Council [Individual Site] amends or cancels and Order, its liability to the Contractor shall be limited to payment to the Contractor of all costs reasonably incurred by the Contractor in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except that where an amendment or cancellation results from the Contractor's failure to comply with its obligations under this Agreement the Council shall have no liability to the Contractor in respect of it.
- 5.6** Goods supplied under the terms of this Agreement shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and be fit for the purpose for which they are to be employed and as held out by the Contractor or made known by the Contractor to the Council and:
- 5.6.1** conform to the Specification;
 - 5.6.2** comply with all applicable statutory and regulatory requirements;
 - 5.6.3** be free from defects in design, material and workmanship and remain so for 12 months after delivery
- 5.7** Goods supplied must conform as to quantity, quality and description with the particulars stated in the Standing Offer Arrangement and an Order.
- 5.8** All Goods supplied must be at least to the standard specified in any appropriate British Standard Specification or British Code of Practice. Where specifications or Codes of Practice are amended during the period

of this Agreement the Contractor must supply the Goods to the new standard.

- 5.9** All Goods shall only be supplied by the Contractor unless otherwise agreed in writing between the Parties
- 5.10** The Contractor shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition. All packages must:
 - 5.10.1** be marked with the correct description of the packaged item;
 - 5.10.2** not used
 - 5.10.3** not used
 - 5.10.4** not used
 - 5.10.5** not used
 - 5.10.6** Where a manufacturer has recommended a particular storage method, this shall be adhered to by the Contractor.
 - 5.10.7** not used
- 5.11** The Contractor shall obtain and maintain in force for the Term all licences, permissions, authorisations, consents and permits needed to supply the Goods in accordance with the terms of this Agreement and shall provide evidence of so doing to the Council upon request.
- 5.12** The Contractor shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the packing, packaging, marking, storage, handling and delivery of the Goods.
- 5.13** The Council shall have the right to enter the Contractor's premises to:
 - 5.13.1** not used
 - 5.13.2** not used
 - 5.13.3** inspect quality and/or quantity of Goods before dispatch or to inspect during transit or at the place of delivery. The Contractor shall give the Council all reasonable assistance to enable it to check the quantity and/or quality of the Goods or to inspect the Contractor's premises
- 5.14** Inspections carried out pursuant to clause 5.13 above shall be carried out during business hours on reasonable notice to the Contractor
- 5.15** If following an inspection the Council reasonably considers that the Goods are not or are not likely to be as warranted under clause 5.6, the Council shall inform the Contractor and the Contractor shall immediately take such action as is necessary to ensure that the Goods are or will be as warranted under clause 5.6. The Council shall have the right to reject the whole consignment from which samples were taken. The Council shall also have the right to re-conduct inspections and take further samples after the Contractor has carried out its remedial actions. The rights of the Council under the Standing Order Arrangement will not be prejudiced if analyses or tests are not carried out.
- 5.16** If any Goods supplied to the Council do not comply with clause 5.6 or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the Council may have, the Council may reject those Goods and:

- 5.16.1 require the Contractor to repair or replace the rejected Goods with those of the required quality and specification at the Contractor's expense and risk within 5 Working Days of being requested to do so; or
 - 5.16.2 require the Contractor to repay the price of the rejected Goods in full (whether or not the Council has previously required the Contractor to repair or replace the rejected Goods); and
 - 5.16.3 claim damages for any other costs, expenses or losses resulting from the Contractor's delivery of Goods that are not in conformity with the terms of this Agreement
 - 5.16.4 In the event that Goods are rejected, the Contractor will remove the rejected Goods at his own expense within 7 days of rejection. Where possible notice of rejection will be given on the Delivery Date.
 - 5.16.5 Any rejected Goods which have not been removed within 7 days will be disposed of by the Council and the Contractor will be re-charged for the costs of such disposal. The Council will not be liable for any loss or expenses suffered by the Contractor as a result of such disposal. Any replacement or removal of Goods shall not prejudice any other action that the Council may take.
- 5.17 The Council's right and remedies under this clause 5 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into this Agreement by the Sale of Goods Act 1979.
- 5.18 The terms of this Agreement shall apply to any repaired or replacement Goods supplied by the Contractor.
- 5.19 If the Contractor fails to promptly repair or replace rejected Goods in accordance with this clause 5, the Council may, without affecting its rights under clause 5.16.3 obtain substitute Goods from a third party supplier, or have the rejected Goods repaired by a third party and the Contractor shall reimburse the Council for the costs it incurs in doing so.
- 5.20 If the Parties dispute whether any Goods comply with clause 5.6 either Party may invoke the dispute resolution procedures set out in clause 33 (Disputes)
- 5.21 The Contractor shall not alter the specification of any Goods to be supplied, except as directed by the Council in writing but the Council reserves the right, from time to time, to add, omit or otherwise vary the nature/description of the Goods to be ordered under the terms of the Standing Offer Arrangement and the Contractor shall comply with such variations under the terms of this Agreement unless otherwise agreed in writing between the Parties

6 Hazardous Goods – Not used

7 Title/Risk

- 7.1 Property and risk in the Goods will remain with the Contractor until the

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

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

8. Delivery

- 8.1** The Contractor shall deliver the Goods in accordance with the following terms:
 - 8.1.1** The Council shall specify the time and place for the delivery of the Goods
 - 8.1.2** The Contractor shall use its best endeavours to deliver the Goods by the time and dates agreed by the Parties. The Contractor shall not deliver an Order more than 5 Working Days in advance of the Delivery Date without the prior written consent of the Council
 - 8.1.3** Deliveries may be required weekly, twice weekly or fortnightly as agreed.
 - 8.1.4** The Goods shall only be delivered by the Contractor
 - 8.1.5** Upon receipt of official Orders from the Individual Sites, the Contractor will supply and deliver the Goods required in accordance with the agreed prices and conditions under the terms of this Agreement. The Contractor must, at all times, comply with any statutory requirements in force at that time.
 - 8.1.6** Deliveries must be made fully in accordance with the requirements of the individual site. All vehicles used for the delivery of services should conform to Euro IV emission standards or be a low emission

vehicle (as defined by exemption from the London congestion charge). Use of pre Euro and Euro I & II vehicles will not be acceptable in any circumstances.

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

Council only at the Contractor's expense. There will be no liability on the part of the Council for any loss of, or damage to, containers or packaging and it will be the Contractor's responsibility to remove all containers or packaging on subsequent deliveries.

- 8.1.14** All containers, basket and trays etc used by the Contractor in the performance of this Agreement shall be capable of being sterilised before re-use where appropriate and shall be kept in a clean state to prevent the risk of contamination of the Goods being supplied.
- 8.1.15** For the purpose of this Agreement all deliveries of Goods made will be deemed to be retail sales
- 8.1.16** The personal hygiene of the driver must be of the highest standard and clean protective clothing must be worn. Smoking will not be permitted during the actual delivery. The vehicle interior shall be maintained in a clean hygienic condition as should all the storage equipment used in the vehicle. The Contractor shall ensure that the interior is cleaned daily.
- 8.1.17** All Contractor's Personnel entering a Delivery Location must be easily identifiable by way of an identity badge showing their name, photograph and which company they represent.
- 8.1.18** All deliveries, where required must comply with the Provision of the Food Safety (Temperature Control) Regulations 1995.
- 8.1.19** The Contractor shall provide Vehicle temperature and Product temperature recording print outs at the time of delivery upon request by the Council/Individual Site's representative taking delivery at the Delivery Location.
- 8.1.20** In the event of non-delivery of Goods identified as damaged at the time of receipt, or not delivered for any other reason, the driver will be required to issue an instant credit note in respect of the items concerned. This procedure will ensure that no delay in payment occurs to the Contractor whilst the Council is awaiting credit.

8.2 Delivery of Frozen Goods – Not Used

8.3 Deliveries to specific Delivery Locations:

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

during the term of this Agreement.

8.4. Delivery Notes:

- 8.4.1** All deliveries of Goods must be accompanied by a delivery note, in duplicate, from the Contractor stating:
- 8.4.1.1** The Contractor's name and address
 - 8.4.1.2** The delivery point address
 - 8.4.1.3** The Order Number
 - 8.4.1.4** The date of delivery
 - 8.4.1.5** A description of the Goods being delivered including where applicable the number or weight of each item and
 - 8.4.1.6** Where the Goods are being delivered by instalments, the outstanding balance of the Goods to be delivered
- 8.4.2** One copy of the delivery note is to be retained by the representative of the Council [Individual site] authorised to accept delivery. The other copy is to be signed and returned to the Contractor by the said representative.

9 Prices

- 9.1** All prices accepted under this Agreement will remain firm for the period indicated on the Tender Response Document or as agreed ('price firm period')
- 9.2** Any requests to increase prices for periods outside the price firm period, must be made in writing to the Council giving at least 28 days' notice. No increase can be implemented until accepted in writing by the Council. Quoted prices must be inclusive of all delivery charges and packing charges and be exclusive of VAT
- 9.3** All price decreases will be passed on immediately as and when they occur by the Contractor to the Council
- 9.4** The Council shall be entitled to the Contractor's standard discount for prompt payment.
- 9.5** The Contractor shall not breach any counter inflation or price legislation in force at any time
- 9.6** In order to verify any price movements the Council will notify the Contractor of those products it wishes to see invoices for both in terms of invoices issued by suppliers to the Contractor and discount statements and invoices issued to the Council and shall make arrangements to visit the Contractor by giving written notice for this purpose. The Contractor shall allow the Council to inspect and take copies of all relevant records and materials relating to the supply of Goods as may be reasonably required. All disputes concerning the price of Goods shall be resolved in accordance with clause 33 (Disputes).

10 Data to be supplied to the Council

In addition to the requirements of clause 9.7 and 9.8 above, the Contractor shall

also supply the following information to the Council:

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

11 Payment Terms:

- 11.1** Payment shall be made by the Council to the Contractor:
 - 11.1.1** within 30 days of receipt of an undisputed invoice; or
 - 11.1.2** where an electronic payment system has been implemented, within 7 days of the Delivery Date and acceptance of the Goods. Where an electronic payment system is implemented by the Contractor, this shall be in a format and in accordance with procedures acceptable by the Council
- 11.2** The Contractor shall not charge, and the Council shall not be liable, for any expenses, charges, costs, or fees except as set out in this Agreement
- 11.3** Unless otherwise agreed in writing by the Council, the Contractor will pay any of its appointed Sub-Contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.
- 11.4** If a Party fails to make any payment due to the other under this Agreement by the due date for payment (“due date”) then, without limiting the other Party’s remedies under clause 31 (Termination) the defaulting Party shall pay interest on the overdue amount at the prevailing statutory rate further to the Late Payment of Commercial Debts (Interest) Act 1998 above the National Westminster Bank base rate.. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after Judgment. The defaulting Party shall pay interest together with the overdue amount.
- 11.5** If the Council disputes any invoice or statement or monies due, the Council shall immediately notify the Contractor in writing. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Contractor shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the Parties have not resolved the dispute within 30 days of the Council giving notice to the Contractor, the dispute shall be resolved in accordance with clause 33 (Disputes). Where

only part of an invoice is disputed, the un-disputed amount shall be paid on the due date as set out in clause 11.1.

11.6 Not Used

11.7 All payments payable to the Contractor or the Council under this Agreement shall become due immediately on its termination. This clause 11.7 is without prejudice to any right to claim for interest under the law or under this Agreement

12 The Council's Obligations

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

- a) Co-operate with the Contractor and ensure that the Council's staff, agents and representatives co-operate with and assist the Contractor as is reasonable and appropriate;
- b) Provide the Contractor with any information reasonably required by the Contractor;
- c) Comply with such other requirements as may be otherwise agreed between the Parties.

12.2 Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Contractor by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

13. Authorised Officer and Contractor Representative:

13.1 The Authorised Officer shall be appointed by the Council to act in the name of the Council for the purposes of the contract evidenced by this Agreement.

13.2 The Contractor shall appoint a Contractor Representative to act in the name of the Contractor for the purposes of the contract evidenced by this Agreement

13.3 The Parties shall notify each other in writing of any replacement Authorised Officer or Contractor Representative or if any person ceases to be either the Authorised Officer or Contractor Representative.

13.4 The Authorised Officer shall monitor on behalf of the Council the supply of Goods by the Contractor and act as liaison officer with the Contractor's Representative in respect of the operation of the contract. Any issues raised by the Authorised Officer with regard to the supply of the Goods shall in the first instance be addressed and dealt with by the Contractor's Representative on the Contractor's behalf.

14. Insurance

14.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the

- Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS) for each and every claim..
- 14.2** If appropriate and requested in writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 14.3** The Contractor shall hold and maintain the insurances required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement
- 14.4** The Contractor warrants that it has complied with this clause 14 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term.
- 14.5** The Contractor shall:
- (a) do nothing to invalidate any insurance policy
 - (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change
- 14.6** For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Agreement.
- 14.7** Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":
- 14.7.1** if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall immediately submit to the Council:
- (i) details of the policy concerned; and
 - (ii) its proposed solution for maintaining the minimum limit of indemnity specified; and
- 14.7.2** if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Contractor shall:
- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement;
 - or
 - (ii) if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for

maintaining the minimum limit of indemnity specified.

15 Indemnity

- 15.1** The Contractor shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:
- (a) The performance, defective performance or otherwise of this Agreement by the Contractor or the Contractor Personnel
 - (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods
 - (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Contractor or the Contractor Personnel; and
 - (d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Contractor or the Contractor Personnel
- 15.2** The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.
- 15.3.** Nothing in this Agreement shall limit or exclude the liability of either Party for:
- (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) breach of section 2 of the Consumer Protection Act 1987; or
 - (c) the indemnities given in this clause 15

16 Confidentiality

- 16.1** The Contractor will keep confidential the Confidential Information and any other information it becomes aware of by reason of the operation of this Agreement and shall not use divulge or communicate the same to any third party without the consent in writing of the Council. The Contractor shall implement appropriate organisational and technical measures to ensure the integrity and security of information obtained and shall at all times comply with the provisions of the Data Protection Legislation and shall provide the Council with evidence of such measures upon request.

- The Contractor shall use its reasonable endeavours to prevent the unauthorized publication or disclosure of any such information or documents. The Contractor shall ensure that its Contractor Personnel are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 16.2** In the event that product specifications are required by the Council, the Contractor will provide the requested specifications upon receipt of a signed Data Use Agreement. The Contractor will not give any warranty in respect of product data received by it from third party manufacturers.⁸
- 16.3** All pricing, terms and conditions between the Council and the Contractor are confidential between the Parties and may not be disclosed to any third party without the express permission of both Parties.
- 16.4** Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party or to be implied from this Agreement. In particular, unless otherwise expressly agreed in this Agreement no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other Intellectual Property Right held, made, obtained or licensable by either Party now or in the future.
- 16.5** The provisions of this clause shall survive the expiration or termination of this Agreement.
- 17. Agreement and Transparency**
- 17.1** Further to the Local Government Transparency Code 2014 the Council is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 17.2** Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 17.3** The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 17.4** The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

⁸ Delete this sub-clause and mark "Not Used" if there is no Data Use Agreement required

18. Assignment, Transfer and Sub-Contracting

- 18.1** Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party PROVIDED that the Council may,
- (a) assign any of its rights under this Agreement; or
 - (b) transfer all of its rights or obligations by novation, to another person.
- without the Contractor's consent where such assignment, transfer or novation is to an Associated Person of the Council;
- 18.2** Any consent required under Clause 18.1 must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 18.3** The Contractor will not, without the written consent of the Council, sub-contract its right or obligations under this Agreement
- 18.4** In the event that consent is given by either Party to the other Party to the placing of Sub-Contracts, copies of each Sub-Contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 18.5** Subject to clause 18.1, in the event that either Party wishes to assign its rights and obligations under this Agreement, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Agreement.
- 18.6** Notwithstanding the Contractor's right to sub-contract pursuant to this clause 18, the Contractor shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Specification.

18. Publicity

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

19. Prevention of Bribery

- 19.1** 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.
- 19.2** 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 19 and provide such supporting evidence of compliance with this clause 19 by the Contractor as the Council may reasonably request.
- 19.3** If any breach of clause 19.1 is suspected or known, the Contractor must notify the Council immediately.
- 19.4** If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 19.1, 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.
- 19.5** 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 19.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 19.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:
- a) with the authority; or,
- b) with the actual knowledge;
of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
- c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 19.6** Any notice of termination under clause 19.5 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.
- 19.7** Despite clause 33 (Disputes), any dispute relating to:
- a) the interpretation of clause 19; 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.
- 19.8** Any termination under clause 19.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the

Council.

20 Warranties, liability and indemnities

The Contractor warrants, represents and undertakes that:

- 21.1 it will supply the Goods with all due skill and diligence and in a good and workmanlike manner, and in accordance with the Best Practice within the industry of the Contractor
- 21.2 the Contractor's employees and agents will have the necessary skill, professional qualifications and experience to deliver the Goods in accordance with the Specification and Best Practice
- 21.3 it has full capacity and authority to enter into this Agreement
- 21.4 it has obtained all necessary and required licences, consents and permits to provide the Goods
- 21.5 Not Used
- 21.6 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.
- 21.7 The Contractor will at all times in supplying the Goods to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.
- 21.8 The Contractor warrants that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions.
- 21.9 The Contractor agrees that where requested in writing during the term of this Agreement it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

22 Freedom of Information Act 2000 & Environmental Information Regulations 2004

- 22.1 The Council will have regard to the relevant provisions of the FOIA and EIR in considering Freedom of Information requests. If a Contractor considers any information it supplies is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. The Contractor however acknowledges that any lists or schedules so provided are of indicative value only and that the Council may nevertheless be obliged to disclose such confidential information.
- 22.2 When considering any response to a Request for Information the Council will consult with the Contractor before making a decision on disclosure or the application of any appropriate exemption but any such decision will be at the absolute discretion of the Council. The Contractor shall provide all necessary assistance requested by the Council (within any time scale specified as reasonable by the Council and at the Contractor's expense) to enable the Council to respond to a Request for Information within the time for compliance as set out in section 10 of the FOIA. In no circumstances shall the Contractor respond directly to the party making the Request for Information unless expressly authorised to do so by the Council or unless

the Contractor is also a Public Body (see below)

22.3 The Contractor shall ensure that all information required to be produced or maintained under the terms of the Agreement, or by law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.

22.4 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 of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

22.5 Where the Contractor is a Public Body it acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledges and agrees that:

- a). 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.
- b). they are required by law to consider each and every Request for Information made under FOIA.
- c). 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.

22.6 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.

22.7 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

22.8 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.

22.9 The other Party shall assist the Party receiving the request as reasonably necessary to enable the Party receiving the request to comply with its obligations under FOIA.

23. Equalities

23.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age

- a) in the supply and provision of Services under this Agreement, and
- b) in its employment practices.

23.2 Without prejudice to the generality of the foregoing, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or other relevant legislation, or any statutory modification or re-enactment thereof).

23.3 In addition, the Contractor and any Sub-Contractor or person(s) employed by or under the control of the Contractor in providing Services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it

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

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

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

24. Non-compliance

24.1. If the Council identifies areas of the Services which do not comply with the

requirements of this Agreement (including any Schedules to this Agreement) it may send the Contractor a non-compliance notice detailing

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

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

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

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

(a) to make arrangements to take its own corrective action either itself or through the appointment of another Contractor and to either:

- (i) deduct all costs in connection therewith from any sums due or to become due to the Contractor under the terms of this Agreement;

or

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

And/or

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

25 Waiver

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

26 Sustainability

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

27 Audit And Monitoring

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

28 Force Majeure

- 28.1** Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (“Force Majeure Event”), provided that:-
- 28.1.1** any delay by a Sub-Contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and
 - 28.1.2** staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.
- 28.2** If a Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-
- 28.2.1** it promptly notified the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
 - 28.2.2** it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible in which case the performance of that Party’s obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.
- 28.3** Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-
- 28.3.1** any costs arising from that delay will be borne by the Party incurring the same; and
 - 28.3.2** either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

29 Rights of Third Parties

The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment thereof).

30 Notices

- 30.1** Unless otherwise communicated to the Party in writing any notice to be given by either Party to the other may be served by fax, personal service or by post to the address of the other party that is the registered office or

main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury SY2 6ND

30.2 Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

31 Termination

31.1 Either Party may terminate this Agreement by giving to the other Party at least three months' notice in writing

31.2 Either Party may terminate this Agreement by notice in writing to the other if:

31.2.1 the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.

31.2.2 the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;

31.2.3 the other Party commits a series of minor breaches which, when taken together, amount to a material breach;

31.2.4 the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

31.2.5 the other Party ceases to carry on its business or substantially the whole of its business; or

31.2.6 the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

31.3 Where notice to terminate is given pursuant to this clause 31, this Agreement shall terminate with effect on the date specified in the notice

32. Consequences of Termination

32.1 Other than as set out in this Agreement, neither Party shall have any further obligations to the other under this Agreement after its termination

32.2 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect

32.3 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at

termination

32.4 Notwithstanding its obligations in this clause 32 if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.

32.5 upon termination of this Agreement for any reason, the Contractor shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all Project Materials, information and any other property of the Council which are in the possession or control of the Contractor or the Contractor's Personnel at the date of termination.

33. Disputes

33.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-

33.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute

33.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Chief Executive of the Council and the Contractor or other authorised officer whose details have been notified to the Council, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

33.1.3 If the dispute cannot be resolved in accordance with the preceding sub-clause then it shall be referred to a single arbitrator to be agreed between the Parties and failing such agreement within 14 days of the request of one Party to the other in writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed for that purpose on the written request of either Party by the President for the time being of the Law Society of England and Wales and any reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of the relevant Arbitration Acts and it is further agreed that if any matter is referred to arbitration then each Party will bear its own costs of such referral

34. Data Protection

Both parties will comply with all applicable requirements of the Data Protection Legislation and agree to take account of any guidance issued by the Information Commissioner's Office. This clause 34 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

35 Governing Law And Jurisdiction

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

36 Severance

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

37 Parent Company Guarantee

It is a condition of this Agreement that if the Contractor is a subsidiary company then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company.⁹

38 Amendments

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

39 Agency, Partnership etc

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

40 Conflict of Terms

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

41 Entire Agreement

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

IN WITNESS of this Agreement

⁹ Delete text if no parent company guarantee required and mark "not used"

Signed by and on behalf of
Shropshire Council

..... Director of Legal & Democratic
Services
..... Legal Services Manager

Signed by and on behalf of
(Contractor)

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

Or

.....

Director Director/Company Secretary

Print Name (s).....

Witness:

Name: -----

Signature: -----

Address: -----

Occupation: -----

SCHEDULE 1

Specification of Goods to be supplied and Delivered:

Lot A
Kitchen Disposables

Description	Indicative Case Usage*	Case Size	Comparable Item	Case size	Case Cost
4*6*14 BROWN KRAFT WINDOW BAG	22	PACK X 1000			
7x7 BROWN KRAFT WINDOW BAG	16	PACK X 1000			
8.5*8.5 BROWN KRAFT WINDOW BAG	46	PACK X 1000			
500CC OLIVINE COMBI PACK	4	150 PER PACK MEDIUM			
PRESS & DRESS LID & PORTION	14	POT - ULTRACLEAR PLUS CASE/500			
16OZ BLACK RIPPLE CONTAINER	66	CASE X 500			
LID TO SUIT DM8 CONTAINER	3	500 PER CASE			
DM16 DELI GOURMET CONTAINER	2	500 PER CASE			
GREASEPROOF TAKEAWAY BAG	7	4.5x6x4" WHIZZ PACK X 1000			
TORTILLA CUP KRAFT	4	CASE X 1000			
2 SECTION BIO BURGER BOX	12	250 PER CASE			
DOME LID NO HOLE TO FIT 16OZ	6	PLASTIC GLASS 1000/CASE TP			
TASTY N HOT CHICKEN BOX FC0	4	CASE X 500			
POLKA DOT BUN CASES	325	PACK X 1000			
BROWN TULIP MUFFIN CASE 160/50	43	2000 PER CASE			
ECOLIFE MEDIUM FOOD BOX	79	CASE X 250			
16OZ KRAFT RIPPLE CONTAINER	23	CASE X 500			
WHITE COTTON GLOVE 10 PAIRS	3				
SMALL OPEN KRAFT	13	CASE X 500			

TRAY		01/CSTCK			
LARGE OPEN KRAFT TRAY	31	CASE X 500			
9" SNOWSTAR CRACKER MIXED BOX	29	100/CASE 176318 RED & GREEN			
BLACK COMPACTOR SACKS HEAVY	55	20x34x48 CHSA 20KG 100/CASE			
BLACK REFUSE SACKS 18x29x39"	36.8	CONTRACT BCC LD39001 GR0006			
STANDARD TOILET ROLL 320 SHEET	18	2PLY WHITE 36 PER PACK			
BLUE C/FEED 2PLY 150M LENGTH	23	6 ROLLS PER PACK			
BLUE C / UNI LIXAL HAND TOWEL	48	3600/CASE C/UNI FOLD 25x21cm			
20" BLUE HYGIENE ROLLS 2PLY	9	CASE/12			
GREEN ECONOMY SCOURERS	1	10 PER PACK - MICROTRON			
HINGED SANDWICH BOXES SINGLE	86	500 PER BOX STANDARD WEDGE			
18INCH CLING FILM WITH CUTTER	109	BOX			
WHITE CHIP TRAYS 500 PER PACK	177				
YELLOW BURGER WRAPS 1000 PER	9	PACK			
RED BURGER WRAPS 1000 PER PACK	4				
BLUE BURGER WRAPS 1000 PER	2	PACK			
GREEN BURGER WRAPS 1000 PER	19	PACK			
WHITE CHIP TRAYS 500 PER PACK	20	C3			
BLUE VINYL DISP GLOVES MEDIUM	77	POWDER FREE 100/CASE GD13			
BLUE VINYL DISP GLOVES LARGE	44	POWDER FREE 100/CASE GD13			
LINED GLOVE - MEDIUM	6	YELLOW WASHING UP GLOVE			
BLUE VINYL DISPOSABLE GLOVES	8	MEDIUM 100/CASE GD11			
CLEAR VINYL DISP	1	100/BOX			

GLOVES SMALL		POWDER FREE GD09			
CLEAR VINYL DISP GLOVE MEDIUM	254	100/BOX POWDER FREE GD09			
CLEAR VINYL DISP GLOVES LARGE	7	100/BOX POWDER FREE GD09			
WHITE POLY APRONS	2	100 PER PACK DISPOSABLE			
CLEAR POLY BAGS 6x9" 250G	1				
FILM FRONT BAGS 10*10	18	(250*250)			
4*6*14 FILM FRONT BAG	29	(100*150*350)			
FILM FRONT BAG 8.5*8.5	43	(210*210)			
FILM FRONT BAGS 7*7" (175*175)	27				
FILM FRONT BAG 6X6	3	PACK 1000 (150x150)			
WHITE SULPHITE BAG 10*10	1	1000 PER PACK			
ECOLIFE LARGE FOOD BOX	8	CASE X 250 239x155x69mm			
GREASE PROOF PAPER 18x28"32GSM	1				
BANQUET ROLL 100 MTR WHITE	1	DAMASK PAPER			
BURGER AND FRIES BOX HP2 CHAMP	23	500 PER PACK			
BURGER & FRIES BOX HP2 WHITE	50	500 PER PACK			
DEEP FILL HINGED SANDWICH	29	WEDGE 500 PER BOX			
BROWN KRAFT DEEP FILL SANDWICH	12	WEDGE - 500 PER BOX			
FISH & CHIP BOX POLYSTYRENE	20	TT10 250 PER PACK - CHAMPAGNE			
FISH N CHIP NEWSPAPER CONE	8	1000 PER CASE			
BLOCK BOTTOM BAG - SMALL WHITE	7	250 / CASE 175*260*225 MM			
BROWN PAPER BLOCK BOTTOM BAG	124	SMALL 250/PK 7X10X8 70GSM			
NON PERFORATED BAG	5	DA002 2000 PER			

200X250MM		CASE			
NON PERFORATED BAG 150X350MM	10	DA008 2000 PER CASE			
PERFORATED BAG 200X250MM	1	DA005 2000 PER CASE			
EH430 FAIRY CAKE CASES 1.5X1	2	1000 PER CASE			
EW500 MUFFIN CASE 2x1.5	43	1000 PER SLEEVE			
HOTPAK BOX HP10 EPS 500 PER	3	BOX C8029			
HINGED EPS BOX HP6 500 PER BOX	2	CHAMPAGNE			
TWISTY BOWL 375CC CASE X 600	10				
TWISTY BOWL 500CC CASE X 200	2				
FRESCO SALAD CONTAINER 375CC	4	CASE x 500 - OVAL			
TORTILLA BOXES - STANDARD	14	600 PER CASE WRAP-PACK			
FRESCO SALAD CONTAINER 500CC	11	CASE X 500			
DUNISILK SLIPCOVER 183114	1	BORDEAUX 84X84CM 100/CASE			
FLEXI STRAWS BLACK 250 P/CASE	2	7.5INCH			
CREAM PLASTIC DESSERT SPOON	3	1000 PER PACK			
PLASTIC DESSERT SPOON - WHITE	23	1000 PER PACK			
PLASTIC FORKS WHITE	255	1000 PER PACK			
PLASTIC FORKS CREAM	23	1000 PER PACK			
PLASTIC KNIVES WHITE	53	1000 PER PACK			
PLASTIC KNIVES CREAM	3	1000 PER PACK			
PLASTIC TEASPOONS WHITE	71	1000 PER CASE			
WOODEN STIRRERS 19CM	13	1000 PER PACK			
WOODEN FORK - BIRCHWOOD	49	CASE X 1000			
KELSO TABLE FORK S/STEEL	18	12 PER PACK			
KELSO TEA SPOON	6	12 PER PACK			

S/STEEL					
KELSO DESSERT SPOON S/STEEL	4	12 PER PACK			
DOYLEY 8.5 ROUND - WHITE 250	2	INNER PER PACK			
DOYLEY 12.5 ROUND-WHITE 250	2	PER PACK			
RECTANGULAR DOYLEYS 12*18.1/2"	6	250 PER PACK			
RECTANGULAR DOYLEYS 10*14 INCH	3	250 PER PACK			
13IN/33CM 2PLY TISSUE WHITE	66	NAPKIN 2000/CASE - POPPIES			
NAPKIN - 30CM WHITE SOFT 1PLY	140	(WIPE UP) CASE/5000			
16OZ POLY FOOD CONTAINER	122	500/CASE - ROUND			
8oz RIPPLE WRAP HOT CUP	22	500/CASE KRAFT RUSTIC BROWN			
12OZ RIPPLE WRAP HOT CUPS	8	500 PER BOX RUSTIC KRAFT			
12OZ CULTURE DARK RIPPLE HOT	45	CUP 500/CASE			
8OZ CULTURE DARK RIPPLE HOT	21	CUP 500/CASE			
SAPPHIRE BOWL 4OZ - C86	27	CASE X 1000			
LARGE CLEAR LID TO SUIT LARGE	4	BLACK PLATTER 50/CASE			
LARGE BLACK PLATTER BASE	4	50/CASE			
LID TO SUIT 4OZ PORTION POT	6	CASE X 2500 "F"			
LID TO SUIT PORTION POT 2OZ	1	CASE X 2500			
PORTION POT CLEAR 4OZ	90	CASE X 2500			
DM8 CONTAINER	1	CASE X 500			
12IN CLING FILM WITH CUTTERBOX	45				
CATERING FOIL 18INCH x 75M	43	KITCHEN			
CATERING FOIL 12"x75M	5				
12IN WRAPMASTER	9	3 ROLLS PER			

3000 REFILL(3)		PACK - CLING FILM			
18IN WRAPMASTER 4500 REFILL(3)	337	3 ROLLS PER PACK - CLING FILM			
DISPENSER WRAPMASTER 3000 12"	1	CLING FILM / FOIL			
DISPENSER 4500 WRAPMASTER 18"	10	CLING FILM / FOIL			
BAKING PARCHMENT 12"x75M	164				
BAKING PARCHMENT 18INCH x 75M	161				
PLASTIC ICING/PIPING BAGS 18"	52	100 PER ROLL BAGS001			
9INCH MAIN MEAL PLATE EPS 600	2	PER BOX POLYSTYRENE			
6INCH PAPER PLATE SIDE	18	1000 PER BOX			
7INCH PAPER PLATE DESSERT 18CM	22	1000 PER CASE			
TP12 CLEAR PLASTIC GLASS -	3	1000 PER CASE			
TP16 CLEAR PLASTIC GLASS	7	1000 PER CASE			
16Oz DOME LID WITH HOLE 1000	2	PER CASE TP			
DOME LID WITHOUT HOLE TO FIT	16	9/12OZ 1000 PER CASE TP			
TP9R CLEAR PLASTIC GLASS 1000	30	PER CASE SQUAT			
SIP THROUGH LID - 8OZ	11	1000/CASE AMICI/RIPPLE LID			
SIP THROUGH LID 12OZ/16OZ FOR	16	NOBISCO RIPPLE CUP - 1000/CASE			
3OZ CHIP SCOOPS - SMALL 1000	9	PER BOX			
5OZ CHIP SCOOP - MEDIUM	6	1000 PER BOX			
8oz POLYSTYRENE BOWL 6INCH	2	600 PER CASE EPS			
PIZZA SLICE TRAY / WEDGE SS	2	1000 PER BOX			
XPRESS ONE NAPKIN 2PLY 15850	8	WHITE 2 FOLD 8,000 PER CASE			
DISPENSER NAPKINS	26	1 PLY			

6000/CASE					
7OZ NON VEND CUP WHITE	32	2000 PER CASE			
7OZ CLEAR NON VEND CUP	97	2000 PER CASE			
SAMPLES/CATALOGUES	1				
9INCH PAPER PLATE MAIN MEAL	6	23cm 1000 PER BOX			
WOODEN KNIFE - 1000 PER CASE	5	BIRCHWOOD			
TWISTY BOWL 250CC CASE x 600	2				
FLAT LID TO SUIT 9/12OZ	1	PLASTIC GLASS 1000/CASE TP			
CLEAR REFUSE SACKS 18x29x38	0.4	10 KILO			
JUNGLE LION/ANIMAL FRIENDS	2	CHILDRENS MEAL BOX 250/CASE			
FISH AND CHIP BOX POLYSTYRENE	30	TT10 250 PER PACK - WHITE			
WRAPMASTER DUO DISPENSER 18"	4	4500			
12INCH SNAPPY SEALER REPAIR	3	KIT			
FOILMASTER REFILL ROLL 18INCH	47	3 PER PACK 4500			
18IN PARCHMENT 4500 REFILL (3)	26	3/PACK - PARCHMENT MASTER			
EXCEL MOP HEAD YELLOW	50				
LOCAL AUTHORITY MAXI CLOTH	6	GREEN 5 PER PACK			
LOCAL AUTHORITY MAXI CLOTH RED	6	5 PER PACK			
WHITE CHIP TRAYS 500 PER PACK	6	7x5.25x1.5 C2			
DOMELID WITHOUT HOLE TO FIT	9	TP9R SQUAT CASE x 1000 DNR662			
FOIL CONTAINER NO6A 500 PER	1	BOX 70016			
FOIL LID NO6A 70017 500 PER	1	BOX			
13IN/33CM 2PLY TISSUE	8	NAPKIN			

RED		2000/CASE 180384			
SG1KR CHIP SCOOP - KRAFT	1	CASE X 1000 - MEDIUM			
4x6x14" GREASE PROOF BAG	1	500 PER PACK			
16"/40CM 2PLY TISSUE WHITE	1	NAPKIN 1250/CASE 178994			
GOLD FOIL CUPCAKE CASE	14	PACK X 500			
SILVER FOIL CUPCAKE CASES	14	PACK X 500			
CLEAR VINYL DISP GLOVE MEDIUM	14	100/BOX POWDERED GD48			
CLEAR FREEZER BAGS 9x13"	1	200 PER ROLL, 5 ROLLS PER PACK			
CLEAR RESEAL BAG 150x350	1	CASE X 2000 25MU OPP 40MM LIP			
BLOCK BOTTOM BAG - LARGE WHITE	1	250 / CASE 250*380*300 MM			
9OZ PLASTIC GLASS POLARITY	4	CASE X 1000 TALL CLEAR			
BROWN PAPER BLOCK BOTTOM BAG	3	MEDIUM 250/PK 8*13*10 70GSM			
FLEXI STRAWS 250 PER CASE MCFS	4	8IN JUMBO MULTICOLOURED 250-40			
DOME LID WITHOUT HOLE TO FIT	1	TP10 10OZ CASE/1000 DNR610			
DOME LID NO HOLE TO FIT 9OZ	2	PLASTIC GLASS 2000/CASE			
SANDALWOOD TEASPOON	1	CASE X 1000			
MEDIUM FUZIONE TRAY	1	KRAFT DESIGN 500/CASE			
DOME LID WITH HOLE FOR TP9/12	1	GLASS CASE x 1000 DLR662			
24" LAMBS WOOL FLICK DUSTER	4				
DISHWASHER SALT 10KG	1	GRANULAR			
SALT TABLETS 10KG	10				

YELLOW COTTON DUSTER 10 PER	4	PACK			
CLEAR COMPACTOR SACK	2	100 PER BOX			
RED TRIGGER ONLY	4				
EMPTY SPRAY BOTTLE ONLY	4				
LIXAL WHITE C/FEED 2PLY MINI	1	12/CASE CHSA 60M LONG			
CHICKEN NUGGET BOXES	1	500 PER BOX FC1WH			
BLUE VINYL DISP GLOVES SMALL	4	POWDER FREE 100/CASE GD13			
GREASEPROOF PAPER BAGS 7x7"	1				
8.1/2x8.1/2" BROWN KRAFT BAG	1				
SAFETY MATCHES	2				
HINGED EPS BOX HP6	1	500 PER BOX WHITE			
WOODEN TEASPOON - 1000/CASE	1				
TP9D TALL CLEAR PLASTIC GLASS	1	1000 PER CASE			

Lot B – Light Equipment¹⁰

Product Description	Indicative Item Usage*	Comparable Item	Size	Cost
STEP LADDER 3 TREAD (TRADE EN131)	2			
DISH LARGE MEALTIME WHITE	7			
PIE SERVER BLACK HANDLE	2			
BAKEPAN & LID 40.9 x 26.7 x 8.3 cm	14			
BAKEPAN & LID 40.9 x 26.7 x 3.2 cm	44			

¹⁰ Delete Lot B if being let to a separate contractor

MILKPAN GROUND BASE 1.1 Ltr (15 cm)	2			
SAUCEPAN & LID G/B 2.2 Ltr (16 cm)	2			
SAUCEPAN & LID G/B 2.8 Ltr (18 cm)	2			
SAUCEPAN & LID G/B 5.7 Ltr (22 cm)	1			
FRYPAN GROUND BASE 20/24 cm	2			
FOOD BIN MOBILE PLASTIC & LID LARGE 118 Ltr	11			
FOOD BIN MOBILE PLASTIC & LID SMALL 72 Ltr	9			
REFUSAC HOLDER & LID	13			
DISPLAY JAR CLEAR SQUARE 20 cm	15			
COFFEE MAKER BRAVILOR NOVO 2	1			
TONGS FLAT POLYCARB BLACK 23 cm	14			
TONGS SMALL BLACK 15 cm	22			
SPOON SALAD BLACK 20 cm	2			
SPOON BUFFET BLACK 25 cm	10			
SPOON POLYCARB. PLAIN BLACK 28 cm	8			
BOWL TULIP (SAN) SWIRL CLEAR 160 ml	75			
SERVICE CART	4			
SERVICE CART LARGE	1			
GASTRONORM CLEAR 1/1 x 65 mm	9			
GASTRONORM CLEAR 1/1 x 100 mm	2			
GASTRONORM CLEAR 1/2 x 65 mm	2			
GASTRONORM BLACK 1/3 x 65 mm	28			
GASTRONORM CLEAR 1/3 x 65 mm	17			

GASTRONORM BLACK 1/3 x 100 mm	8			
GASTRONORM BLACK 1/6 x 65 mm	4			
GASTRONORM LID P/CARB. 1/1 SIZE	5			
GASTRONORM LID P/CARB. 1/2 SIZE	2			
GASTRONORM LID P/CARB. 1/3 SIZE	35			
STORAGE CONTAINER SQUARE POLYCARBONATE CLEAR 1.9 Ltr	5			
STORAGE CONTAINER SQUARE POLYCARBONATE CLEAR 7.6 Ltr	2			
STORAGE CONTAINER SQUARE POLYCARBONATE CLEAR 17.2 Ltr	6			
CONTAINER LID FOR 1.9 & 3.8 Ltr	5			
CONTAINER LID FOR 5.7 & 7.6 Ltr	2			
CONTAINER LID FOR 11.4 & 17.2 Ltr	2			
CONTAINER LID ROUND FOR 17.2 Ltr	4			
TRAY FAST FOOD BLUE 36 x 25 cm	95			
TRAY FAST FOOD BLACK 36 x 25 cm	604			
TRAY FAST FOOD GREEN 36 x 25 cm	450			
TRAY FAST FOOD RED 36 x 25 cm	6			
TRAY FAST FOOD BLUE 41 x 30 cm	80			
TRAY FAST FOOD BLACK 41 x 30 cm	52			
TRAY FAST FOOD BLACK 46 x 36 cm	31			
DREDGER FLOUR/SUGAR SET POLYCARBONATE	5			

DISHWASHER CUP RACK	2			
DISHWASHER PLATE RACK	22			
DISHWASHER FLATWARE CUTLERY RACK	6			
DISHWASHER CUTLERY RACK 8 SECTION NO HANDLES	12			
DISH TULIP DELI CROCK BLACK 1.1 Kg	15			
DISH TULIP DELI CROCK BLACK 2.3 Kg	44			
LID CLEAR FOR 2.3 Kg DELI DISH	19			
DISH TULIP DELI CROCK RED 2.3 Kg	15			
DISH TULIP DELI CROCK WHITE 2.3 Kg	2			
DISH TULIP DELI CROCK BLACK 4.5 Kg	18			
LID CLEAR FOR 4.5 Kg DELI DISH	6			
DISH TULIP DELI CROCK RED 4.5 kg	12			
DISH FLAN FESTIVAL BLUE 28.3 (Dia.) x 4.3 cm	2			
DISH FLAN FESTIVAL WHITE 28.3 (Dia.) x 4.3 cm	27			
PASTRY TRAY WIRE 56 x 33 cm	21			
SKIMMER WIRE 20 cm Dia.	2			
PLATE CARIBBEAN BLOCK 23 cm	50			
PLATE SPANISH TILE 23 cm	607			
GRAPEFRUIT BOWL CARIBBEAN BLOCK 15 cm	80			
GRAPEFRUIT BOWL SPANISH TILE 15	355			

cm				
PLATE BLACK TILE 23 cm	210			
GRAPEFRUIT BOWL BLACK TILE 15 cm	48			
PLATE DUO-LINE BLACK 22.7 cm	150			
MODULAR DELI PAN LID MED CLEAR	6			
MODULAR DELI PAN MED WHITE	6			
THERMO BOX BLACK (1/1 SIZE) 217/280 mm DEEP	10			
THERMO BOX BLACK (1/1 SIZE) 257/320 mm DEEP	3			
PIPING TUBE POLY PLAIN (No. 8) 13 mm	3			
PIPING TUBE POLY 7 STAR (No. 4) 8 mm	2			
PIPING TUBE POLY 7 STAR (No. 8) 13 mm	11			
PIPING TUBE POLY 8 STAR (No.12) 17 mm	2			
CHEESE BOARD DELUXE (c/w 12 x 60 cm WIRES)	7			
CHEESE WIRES (PAIR) 90 cm c/w 2 HANDLES	2			
BOWL MELAMINE RECT. GREEN 25 cm	8			
AIRER CLOTHES 3- TIER P/COATED 15 M	7			
TOASTER DUALIT COMMERCIAL 6- SLOT WHITE	4			
THERMOMETER DIGITAL FRIDGE/FREEZER	4			
PEELER FIXED EASY GRIP	2			

GASTRONORM MELAMINE WHITE 1/1 x 20 mm	2			
GASTRONORM MELAMINE BLACK 1/1 x 20 mm	6			
GASTRONORM MELAMINE WHITE 2/4 x 20 mm	2			
SPOON MELAMINE 30 cm	30			
SPOON MELAMINE 38 cm	24			
SPOON MELAMINE 45 cm	16			
PLATE MELAMINE VALENCIA 23 cm	400			
OATMEAL BOWL MELAMINE VALENCIA	340			
CUTTER CHRISTMAS TREE 12.5 cm	2			
CUTTER HEART 11 cm	2			
EGG SLICER H/D DUPLEX	1			
DUSTBIN & LID BLACK STANDARD 94 Ltr	17			
KNIFE PALETTE S/STEEL 15 cm	1			
KNIFE PALETTE S/STEEL 18 cm	1			
KNIFE PALETTE S/STEEL 20 cm	1			
SLICER GRANTON RED 25 cm	1			
KNIFE COOKS GRANTON BLACK 20 cm	1			
KNIFE COOKS GRANTON BLACK 15 cm	8			
KNIFE UTILITY SERRATED GRANTON BLACK 13 cm	1			
KNIFE COOKS GRANTON BLACK	1			

25 cm				
GASTRONORM ST.STEEL 1/1 x 20 mm	39			
GASTRONORM ST.STEEL 1/1 x 40 mm	11			
GASTRONORM ST.STEEL 1/1 x 65 mm	35			
GASTRONORM ST.STEEL (PERFORATED) 1/1 x 65 mm	51			
GASTRONORM ST.STEEL 1/1 x 150 mm	11			
GASTRONORM ST.STEEL 1/2 x 20 mm	12			
GASTRONORM ST.STEEL 1/2 x 40 mm	53			
GASTRONORM ST.STEEL 1/2 x 65 mm	169			
GASTRONORM ST.STEEL (PERFORATED) 1/2 x 65 mm	32			
GASTRONORM ST.STEEL 1/2 x 100 mm	33			
GASTRONORM ST.STEEL 1/2 x 150 mm	6			
GASTRONORM ST.STEEL 1/3 x 65 mm	85			
GASTRONORM ST.STEEL 1/3 x 100 mm	34			
GASTRONORM ST.STEEL 1/3 x 150 mm	26			
GASTRONORM ST.STEEL 1/4 x 65 mm	4			
GASTRONORM ST.STEEL 1/6 x 65	6			

mm				
GASTRONORM ST.STEEL 1/9 x 65 mm	2			
GASTRONORM ST.STEEL 1/9 x 100 mm	2			
LID G/N ST.STEEL 1/1 SIZE	37			
LID G/N ST.STEEL 1/2 SIZE	183			
LID G/N ST.STEEL 1/3 SIZE	123			
LID G/N ST.STEEL 1/6 SIZE	6			
LID G/N ST.STEEL 1/9 SIZE	4			
SHEET BAKING ALUM. (XL) 65 x 45 x 2.5 cm	5			
TROLLEY S/STEEL FULLY WELDED 3 TIER	19			
TONGS SERVING ST/STEEL GREEN HANDLE	2			
TONGS SERVING ST/STEEL RED HANDLE	2			
TONGS SERVING ST/STEEL WHITE HANDLE	2			
TONGS SERVING ST/STEEL YELLOW HANDLE	2			
LADLE SOUP S/STEEL BLACK HANDLE 192 ml	2			
SPOON PERFORATED ST.STEEL 35 cm	1			
TUMBLER COPOLYESTER TRANS ORANGE 200 ml	125			
TUMBLER COPOLYESTER TRANS PURPLE 200 ml	225			
TUMBLER	200			

COPOLYESTER TRANS YELLOW 200 ml				
JUG COPOLYESTER TRANS ORANGE 1.1 Ltr	30			
JUG COPOLYESTER TRANS RED 1.1 Ltr	20			
JUG COPOLYESTER TRANS YELLOW 1.1 Ltr	31			
TUMBLER POLYCARB. BLUE 150 ml	50			
TUMBLER POLYCARB. RED 150 ml	80			
TUMBLER POLYCARB. TRANS RED 150 ml	200			
BOWL POLYCARBONATE APPLE GREEN 10 cm	245			
BOWL POLYCARBONATE GREEN 10 cm	24			
BOWL POLYCARBONATE ORANGE 10 cm	50			
BOWL POLYCARBONATE PURPLE-SPARKLE 10 cm	50			
BOWL POLYCARBONATE RED 10 cm	180			
BOWL POLYCARBONATE WHITE 10 cm	1280			
BOWL POLYCARBONATE YELLOW 10 cm	265			
BOWL HARFIELD RED 24 cm	6			
TRAY HARFIELD ROYAL BLUE 41 x	40			

30 cm				
TRAY HARFIELD BLACK 41 x 30 cm	12			
TRAY HARFIELD LIME 41 x 30 cm	13			
TRAY HARFIELD PURPLE 41 x 30 cm	2			
SERVING PLATTER APPLE GREEN 28 x 13 cm	140			
SERVING PLATTER BLUE 28 x 13 cm	25			
SERVING PLATTER GREEN 28 x 13 cm	40			
SERVING PLATTER ORANGE 28 x 13 cm	50			
SERVING PLATTER PURPLE SPARKLE 28 x 13 cm	119			
SERVING PLATTER RED 28 x 13 cm	116			
SERVING PLATTER YELLOW 28 x 13 cm	106			
MULTI-POT/PASTA BOWL APPLE GREEN 445 ml	240			
MULTI-POT/PASTA BOWL GREEN 445 ml	30			
MULTI-POT/PASTA BOWL LIME GREEN 445 ml	67			
MULTI-POT/PASTA BOWL ORANGE 445 ml	17			
MULTI-POT/PASTA BOWL PURPLE- SPARKLE 445 ml	56			
MULTI-POT/PASTA BOWL RED 445 ml	115			
MULTI-POT/PASTA BOWL ROYAL BLUE 445 ml	6			
MULTI-POT/PASTA BOWL YELLOW 445 ml	30			
MULTI-DISH POLYCARBONATE APPLE GREEN	241			
MULTI-DISH	15			

POLYCARBONATE BLUE				
MULTI-DISH POLYCARBONATE BLACK	20			
MULTI-DISH POLYCARBONATE PURPLE-SPARKLE	40			
MULTI-DISH POLYCARBONATE RED	90			
MULTI-DISH POLYCARBONATE TRANSLUCENT AQUA	50			
MULTI-DISH POLYCARBONATE YELLOW	60			
TUMBLER POLYCARB. CLEAR 200 ml	110			
TUMBLER POLYCARB. BLUE 200 ml	250			
TUMBLER POLYCARB. LIME GREEN 200 ml	600			
TUMBLER PURPLE SPARKLE 200 ml	50			
TUMBLER POLYCARB TRANS RED 200 ml	250			
JUG POLYCARBONATE CLEAR 2 Ltr	2			
JUG POLYCARBONATE BLUE 1.1 Ltr	12			
JUG POLYCARBONATE BLACK 1.1 Ltr	25			
JUG POLYCARBONATE RED 1.1 Ltr	3			
MEAL TRAY HARFIELD SMALL RED	130			
SPOON LARGE POLYCARB. APPLE GREEN	4			

SPOON LARGE POLYCARBONATE RED	15			
SPOON LARGE POLYCARBONATE YELLOW	4			
TONGS HARFIELD RED	13			
TONGS HARFIELD YELLOW	4			
TONGS BLUE 18 cm	19			
TONGS BLACK 18 cm	15			
TONGS GREEN 18 cm	51			
TONGS LIME GREEN 18 cm	30			
TONGS PURPLE 18 cm	40			
TONGS RED 18 cm	20			
TONGS YELLOW 18 cm	16			
PLATE NEW DUO N/RIM GREEN/WHITE 23 cm	200			
PLATE NEW DUO PURPLE/WHITE 23 cm	140			
PLATE NEW DUO RED/WHITE 23 cm	200			
OATMEAL NEW DUO GREEN/WHITE 17 cm	200			
OATMEAL NEW DUO PURPLE/WHITE 17 cm	140			
OATMEAL NEW DUO RED/WHITE 17 cm	200			
PLATE ABSTRACT MULTI 23 cm	70			
PLATE LIME & BLACK ABSTRACT SQUARES 23 cm	400			
OATMEAL BOWL ABSTRACT MULTI 17 cm	50			
OATMEAL BOWL	400			

LIME & BLACK ABSTRACT 17 cm				
PLATE PEBBLES 23 cm	300			
OATMEAL BOWL PEBBLES 17 cm	300			
PLATE SWIRLS BLUE 17 cm	100			
PLATE SWIRLS BLUE 23 cm	350			
OATMEAL BOWL SWIRLS BLUE 17 cm	250			
PLATE STRIPES LIME/BLACK 17 cm	100			
TRAY LAMINATED ANTI-SLIP BLUE 37 x 26 cm	80			
TRAY LAMINATED ANTI-SLIP GREEN 37 x 26 cm	206			
TRAY LAMINATED ANTI-SLIP YELLOW 37 x 26 cm	150			
THERMOMUG INSULATED WHITE 250 ml	30			
TUMBLER ROLTEX CLEAR 250 ml (117)	100			
KETTLE ELECTRIC GLOSS WHITE SABICHI 1.7 Ltr	1			
KETTLE ELECTRIC 360 WHITE DEGREE SABICHI 1.7 Ltr	1			
KNIFE SHARPENER CHANTRY	6			
12 CUP BUN TIN NON STICK 31.5 x 23.8 x 1.3 cm	15			
12 CUP MUFFIN PAN NON STICK 35 x 26.2 x 2.9 cm	93			
PIZZA PAN PERFORATED NON STICK 32.9 (dia.) x 0.5 cm	164			
COOLING RACK NON STICK 41 x 25 x 1.5 cm	1			
URN ST.STEEL	1			

ELECTRIC 10 Ltr				
URN ST. STEEL ELECTRIC 30 Ltr	1			
AUTO FILL BOILER 11.5 Ltr DRAW BURCO	1			
PLATE SCRAPER PLASTIC	29			
SPATULA PLASTIC	17			
FRYPAN (INDUCTION) PREMIUM ST. STEEL 24 cm	10			
MILKPAN (INDUCTION) PREMIUM ST. STEEL 14 cm	1			
SAUCEPAN (INDUCTION) WITH LID PREMIUM ST. STEEL 18 cm (2.2 Ltr)	1			
GRATER RECTANGULAR ST. STEEL 20 cm	5			
GRATER RECTANGULAR ST. STEEL 23 cm	10			
PIZZA CUTTER LARGE 10 cm	16			
FLAN SERVER EMPIRE S/STEEL	11			
TONGS SANDWICH EMPIRE S/STEEL	43			
INDUCTION HOB (2.7 kW)	8			
PLATE VENUS WHITE 24 cm	200			
PLATE VENUS WHITE 18 cm	100			
FORK DESSERT STAINLESS STEEL (Pk 12)	798			
KNIFE DESSERT STAINLESS STEEL (Pk 12)	594			
SPOON DESSERT STAINLESS STEEL (Pk 12)	673			
FORK TABLE	55			

STAINLESS STEEL (Pk 12)				
SPOON TABLE STAINLESS STEEL (Pk 12)	1			
SPOON TEA STAINLESS STEEL (Pk 12)	37			
KNIFE INFANTS STAINLESS STEEL (Pk 12)	49			
FORK INFANTS STAINLESS STEEL (Pk 12)	62			
SPOON INFANTS STAINLESS STEEL (Pk 12)	52			
DREDGER FLOUR STAINLESS STEEL	3			
DREDGER SUGAR STAINLESS STEEL	7			
BASIN S/STEEL EMPIRE 1 Ltr 20 cm	1			
FISH SLICE EMPIRE S/STEEL	14			
CHIP SCOOP EMPIRE S/STEEL	4			
SPOON PLAIN EMPIRE S/STEEL 30 cm	40			
SPOON PERF. EMPIRE S/STEEL 30 cm	8			
LADLE EMPIRE S/STEEL 113 ml (4 oz)	13			
COLANDER ST/STEEL EMPIRE 30 cm	5			
COLANDER ST/STEEL EMPIRE 38 cm	11			
BOILING POT (INDUCTION) WITH LID ST.STEEL 5 Ltr (22 cm)	1			
BOILING POT (INDUCTION) WITH LID ST.STEEL 7 Ltr (24 cm)	2			

BOILING POT (INDUCTION) WITH LID ST.STEEL 11 Ltr (28 cm)	6			
KNIFE COOKS BLACK 20 cm	8			
KNIFE PARING BLACK 8 cm	2			
KNIFE TOMATO/UTILITY BLACK 11 cm	31			
KNIFE BREAD/CARVING (SERRATED) BLACK 20 cm	1			
KNIFE COOKS BLACK 16 cm	2			
KNIFE COOKS BLACK 20 cm	5			
KNIFE COOKS RED 21 cm	1			
KNIFE COOKS WHITE 21 cm	2			
KNIFE PARING BLACK 10 cm	14			
PARING KNIFE RED 7.5 cm	1			
KNIFE UTILITY SERRATED BLACK 10 cm	2			
KNIFE COOKS BLACK 25 cm	1			
KNIFE COUNTER WHITE 20 cm	4			
PALETTE KNIFE WHITE 20 cm	8			
SCISSORS KITCHEN BLACK HANDLE	35			
SCISSORS KITCHEN RED HANDLE	1			
STOCKPOT H/D ST/STEEL 24 x 20 cm (8 Ltr)	1			
SAUCEPAN H/D ST/STEEL 16 cm (1.9 Ltr)	1			
LID FOR SAUCEPAN H/D ST/ST. 16 cm	1			

DOUBLE BOILER STAINLESS STEEL 9 Ltr	1			
SPATULA ELVEO 350mm	2			
SPATULA ELVEO 450mm	2			
PORTIONER BONZER SIZE 16 ROYAL (59 ml)	23			
TIN OPENER & CLAMP BONZER CLASSIC 41 cm	11			
TIN OPENER & CLAMP BONZER CLASSIC 62 cm	1			
KNIFE BREAD SERRATED VICTORINOX 21 cm	4			
KNIFE UTILITY BLACK VICTORINOX 11 cm	2			
KNIFE PARING BLACK VICTORINOX 10 cm	5			
SPARE LID FOR STOCKPOT H/D S/ST. 24 cm	1			
CLOCK KITCHEN	1			
PASTRY CUTTERS FLUTED 10 cm (Pk 11)	1			
PLATFORM TRUCK - FOLDING	1			
FLOOR MAT FATIGUE RELIEF 91 x 122 cm	1			
BRUSH PASTRY PLASTIC H/D 2.5 cm	13			
BRUSH PASTRY LARGE PLASTIC H/D 5 cm	2			
BRUSH PASTRY (BLUE BRISTLE) 2.5 cm	6			
BRUSH PASTRY SILICONE BRISTLE 2.5 cm	1			
HAND MIXER KENWOOD HM520	1			

(250W)				
COFFEE POT INSULATED BLACK 1.1 Ltr	3			
COFFEE POT INSULATED WHITE 1.1 Ltr	7			
COFFEE POT INSULATED BLACK 2.0 Ltr	25			
COFFEE POT INSULATED WHITE 2.0 Ltr	32			
STRAINER CONICAL S/STEEL 18 cm	1			
SCOOP ALUMINIUM 682 ml (24 oz)	5			
SCOOP PLASTIC 23 cm	8			
STRAINER ROUND WIRE MESH 23 cm	1			
CHOPPING BOARD GREEN 35 x 25 cm	15			
CHOPPING BOARD RED 35 x 25 cm	15			
CHOPPING BOARD WHITE 35 x 25 cm	25			
TONGS HAMBURGER 23.5 cm	16			
TONGS ALL PURPOSE ST./ST. (GREEN HANDLE) 23 cm	4			
TONGS ALL PURPOSE ST./ST. (RED HANDLE) 23 cm	1			
TONGS ALL PURPOSE ST./ST. (BLACK HANDLE) 30 cm	2			
G/NORM CERAMIC RED 1/1 x 60 mm	1			
G/NORM CERAMIC RED 1/2 x 60 mm	2			
G/NORM CERAMIC RED 1/3 x 60 mm	4			
GASTRONORM LID	2			

HALF SIZE RED				
GASTRONORM LID THIRD SIZE RED	4			
WHISK BALLOON S/STEEL 25 cm	13			
WHISK BALLOON S/STEEL 30 cm	1			
WHISK BALLOON S/STEEL 36 cm	4			
WHISK BALLOON S/STEEL 46 cm	15			
DISPLAY CLIP ADJUSTABLE ARM 10 x 8 cm (PK 5)	10			
RACK/STAND PIZZA (11 SHELF)	13			
FRYPAN (INDUCTION) STAINLESS STEEL 20 cm	1			
BOILING POT (TALL) WITH LID ST/STEEL 16 ltr	1			
BOILING POT (TALL) WITH LID ST/STEEL 24 Ltr	1			
SPOON HIGH HEAT 30 cm	10			
GASTRONORM PERF. EMPIRE 1/1 x 20 mm	2			
GASTRONORM EMPIRE 1/1 x 65 mm	8			
GASTRONORM PERF. EMPIRE 1/1 x 65 mm	2			
GASTRONORM EMPIRE 1/1 x 100 mm	3			
GASTRONORM EMPIRE 1/2 x 65 mm	7			
GASTRONORM EMPIRE (PERFORATED) 1/2 x 65 mm	3			
GASTRONORM EMPIRE 1/2 x 100 mm	8			
GASTRONORM	4			

EMPIRE (PERFORATED) 1/2 x 100 mm				
GASTRONORM EMPIRE 1/3 x 65 mm	2			
GASTRONORM EMPIRE 1/3 x 100 mm	4			
GASTRONORM EMPIRE 1/6 x 65 mm	35			
GASTRONORM EMPIRE 1/9 x 65 mm	8			
LID G/NORM EMPIRE 1/6 SIZE	25			
LID G/NORM EMPIRE 1/9 SIZE	4			
CUTTERS PASTRY FLUTED (Pk 3)	16			
TIN OPENER BUTTERFLY	2			
BOILING POT MEDIUM DUTY WITH LID 22 cm 5.5 Ltr	1			
BOILING POT MEDIUM DUTY WITH LID 28 cm 11.5 Ltr	1			
BOILING POT MEDIUM DUTY WITH LID 36 cm 24.5 Ltr	6			
BOILING POT GROUND BASE WITH LID 22 cm 5.5 Ltr	2			
BOILING POT GROUND BASE WITH LID 24 cm 7.0 Ltr	7			
BOILING POT GROUND BASE WITH LID 28 cm 11.5 Ltr	1			
BOILING POT GROUND BASE WITH LID 30 cm 14.0 Ltr	10			
PORRINGER M/D &	1			

SPOUT 9.0 Ltr				
PORRINGER M/D & SPOUT 13.6 Ltr	5			
PORRINGER GROUND BASE 6.8 Ltr	1			
PORRINGER GROUND BASE 13.6 Ltr	2			
SCALES SALTER DISC ELECTRONIC GREEN 1046 (5 kg)	10			
SCALES CATERING ELECTRONIC (405) 15 kg	107			
TRAY BLACK PLASTIC 30 x 23 cm	233			
TRAY WHITE PLASTIC 36 x 25 cm	20			
RINSING BASKET NYLON FOR 12 PLATES	5			
RINSING BASKET B/C LARGE WITH LID	9			
STOCKPOT LID H/D ST/STEEL 24 cm	1			
CUTLERY BASKET PLASTIC SQUARE WHITE	12			
STOCKPOT H/D ST/STEEL 24 x 24 cm (10.5 Ltr)	1			
STICK BLENDER ROBOT COUPE MINI MP 240 V.V. 270W	1			
CART UTILITY X-TRA RUBBERMAID GREY	2			
SPATULA RUBBER 24 cm	10			
SPATULA RUBBER 35 cm	2			
SPATULA RUBBER 41 cm	7			
SPOON-SHAPED SPATULA HI-HEAT 36 cm	4			
ROLLING PIN	15			

PLASTIC 15 cm				
CHOPPING BOARD PREMIER GREEN 30 x 23 x 1.2 cm	2			
CHOPPING BOARD PREMIER RED 30 x 23 x 1.2 cm	1			
CHOPPING BOARD PREMIER WHITE 30 x 23 x 1.2 cm	3			
CHOPPING BOARD HIGH DENSITY BLUE 46 x 30 x 1.2 cm	5			
CHOPPING BOARD HIGH DENSITY BROWN 46 x 30 x 1.2 cm	7			
CHOPPING BOARD HIGH DENSITY GREEN 46 x 30 x 1.2 cm	37			
CHOPPING BOARD HIGH DENSITY RED 46 x 30 x 1.2 cm	15			
CHOPPING BOARD HIGH DENSITY WHITE 46 x 30 x 1.2 cm	35			
CHOPPING BOARD HIGH DENSITY YELLOW 46 x 30 x 1.2 cm	12			
CHOPPING BOARD PREMIER GREEN 61 x 46 x 1.2 cm	5			
CHOPPING BOARD PREMIER RED 61 x 46 x 1.2 cm	1			
CHOPPING BOARD PREMIER WHITE 61 x 46 x 1.2 cm	5			
CHOPPING BOARD PREMIER YELLOW 61 x 46 x 1.2 cm	2			
CHOPPING BOARD PREMIER YELLOW 46 x 30 x 1.2 cm	1			
CHOPPING BOARD WALL CHART SELF	2			

ADHESIVE				
ROLLING PIN PLASTIC 41 cm	7			
CHOPPING BOARD STAND DELUXE	7			
MOORWOOD VULCAN M LINE FRYER BASKET	2			
CHOPPING BOARD RED/WHITE 35 cm	10			
LEMON SQUEEZER STEWART	5			
JUG MEASURING PLASTIC STEWART 0.5 Ltr	1			
JUG MIXER/MEASURING STEWART 2.0 Ltr	12			
TRAY CUTLERY H/D GREY 4 SECTION	12			
TRAY CUTLERY H/D BLACK 4 SECTION	2			
JUG MEASURING PLASTIC STEWART 2.2 Ltr	6			
KETTLE AUTO ST. STEEL 4.1 Ltr	2			
GARLIC PRESS WITH STONER	3			
BASKET FRUIT CURVED 36x16x43cm	1			
BASKET FRUIT 3 TIER 30.5 x 30.5 x 42cm	5			
BOWL MELAMINE BLACK 380x125x40 mm	4			
BOWL MELAMINE LIGHT GREEN 380x125x40 mm	1			
BOWL MELAMINE WHITE 380x125x40 mm	1			
BOWL MELAMINE YELLOW 380x125x40 mm	8			
BOWL MELAMINE WHITE 305x250x76 mm	16			

BOWL MELAMINE BLACK 125x125x75 mm	4			
BOWL MELAMINE LIGHT GREEN 125x125x75 mm	4			
BOWL MELAMINE ORANGE 125x125x75 mm	4			
BOWL MELAMINE RED 125x125x75 mm	5			
BOWL MELAMINE WHITE 125x125x75 mm	5			
BOWL MELAMINE YELLOW 255x255x40 mm	1			
BOWL MELAMINE BLACK 225x125x75 mm	1			
BOWL MELAMINE LIGHT GREEN 225x125x75 mm	5			
BOWL MELAMINE GREY 225x125x75 mm	3			
BOWL MELAMINE YELLOW 225x125x75 mm	1			
BOWL MELAMINE BLACK 380x125x75 mm	2			
BOWL MELAMINE LIGHT GREEN 380x125x75 mm	8			
BOWL MELAMINE GREY 380x125x75 mm	1			
BOWL MELAMINE YELLOW 380x125x75 mm	1			
BOWL MELAMINE BLACK 250x250x75 mm	1			
BOWL MELAMINE GREY 250x250x75 mm	1			
BOWL MELAMINE ORANGE	2			

250x250x75 mm				
BOWL MELAMINE YELLOW 250x250x75 mm	2			
TRAY MELAMINE WHITE 1/1 x 20 mm	10			
TRAY MELAMINE BLACK 1/1 x 20 mm	4			
STAINLESS STEEL BEVERAGE DISPENSER WITH INFUSER 9.5 Ltr	5			
THERMOMETER FRIDGE/FREEZER	22			
THERMOMETER FRIDGE/FREEZER HEAVY DUTY	1			
CLING FILM REFILL 45 cm (w) x 300 M	8			
LADLE MELAMINE BLACK	18			
LADLE MELAMINE GREEN	2			
LADLE MELAMINE RED	3			
LADLE MELAMINE WHITE	2			
LADLE MELAMINE YELLOW	20			
SPATULA TURNER MELAMINE BLACK	18			
SPATULA TURNER MELAMINE GREEN	8			
SPATULA TURNER MELAMINE RED	3			
SPATULA TURNER MELAMINE WHITE	2			
SPATULA TURNER MELAMINE YELLOW	14			
SPOON PLAIN MELAMINE BLACK	18			
SPOON PLAIN MELAMINE GREEN	2			
SPOON PLAIN MELAMINE RED	3			
SPOON PLAIN MELAMINE WHITE	2			
SPOON PLAIN MELAMINE YELLOW	20			
SPOON	18			

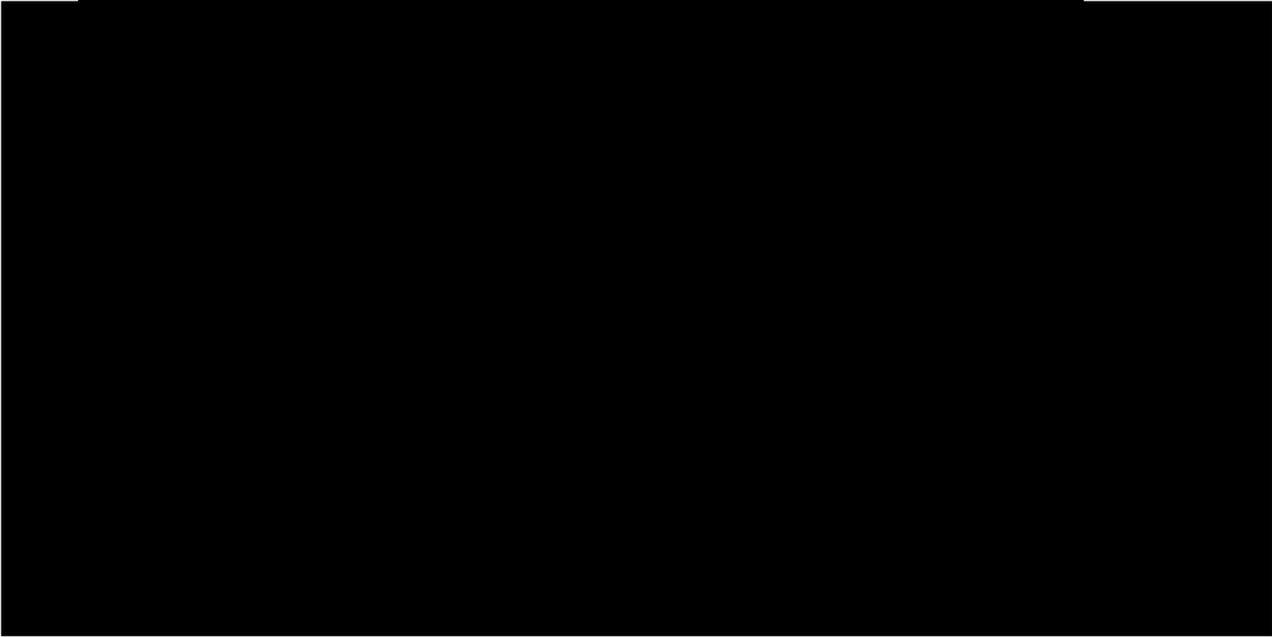
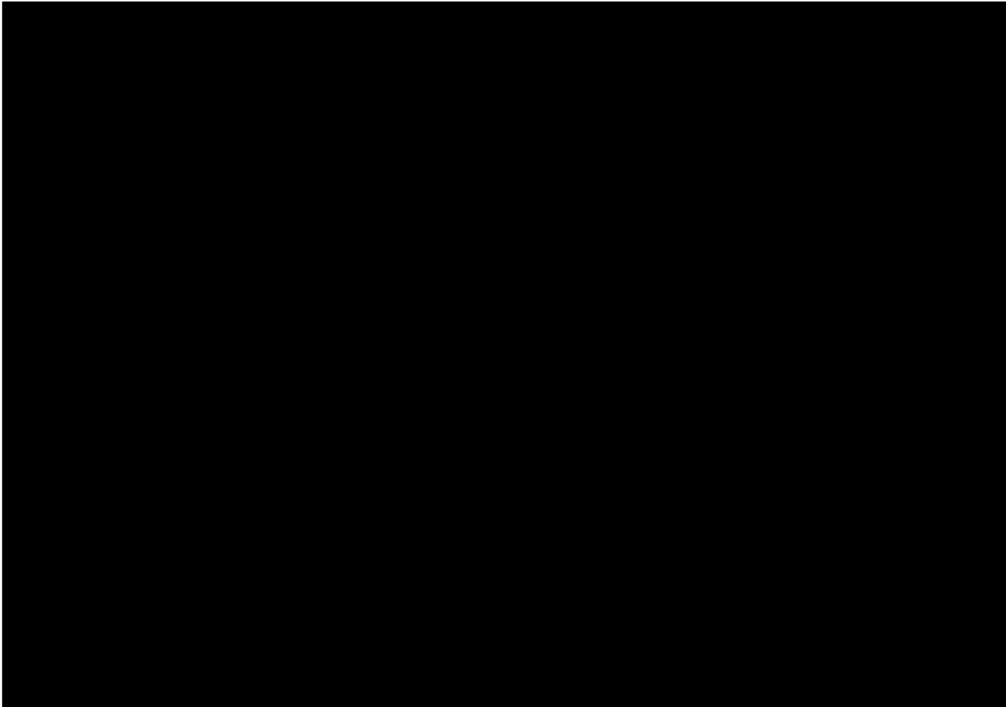
PERFORATED MELAMINE BLACK				
SPOON PERFORATED MELAMINE GREEN	8			
SPOON PERFORATED MELAMINE RED	3			
SPOON PERFORATED MELAMINE WHITE	2			
SPOON PERFORATED MELAMINE YELLOW	14			
STORAGE BOX LARGE 59 x 29 x 41 cm	10			
LID FOR LARGE STORAGE BOX	11			
STORAGE BOX MEDIUM 50 x 25 x 35 cm	18			
LID FOR MEDIUM STORAGE BOX	13			
BOX STORAGE SMALL 40 x 20 x 28 cm	6			
LID FOR SMALL STORAGE BOX	2			
BOX FRIDGE FREEZER 27 x 20 x 11 cm (4 Ltr)	66			
BOX FRIDGE FREEZER 21 x 15 x 8 cm (1.5 Ltr)	11			
BOX FRIDGE FREEZER 24 x 10 x 17 cm (2 Ltr)	2			
BOX FRIDGE FREEZER 30 x 30 x 18 cm (10 Ltr)	113			
JUG MIXER/MEASURING 2 Ltr (3.5 Pt)	13			
MIXING BOWL PLASTIC 15 cm (1.0 Ltr)	10			
MIXING BOWL PLASTIC 20 cm (2.2 Ltr)	65			

MIXING BOWL PLASTIC 25 cm (4.0 Ltr)	41			
MIXING BOWL PLASTIC 30 cm	41			
JUG MEASURING PLASTIC 0.5 Ltr	4			
JUG MEASURING PLASTIC 1.1 Ltr	21			
COLANDER PLASTIC CREAM 23 cm	5			
MARKER PENS ASSORTED FAT 15 mm NIB (Pk 8)	4			
WHISK HEAVY DUTY WIRE 46 cm	1			
POTATO MASHER H/D WIRE 34 cm	1			
SAUCEPAN & LID (M/D) 25 cm (7.0 Ltr)	1			
SAUCEPAN & LID (M/D) 28 cm (11.5 Ltr)	1			
PEELER SWIVEL (U- SHAPED) ALL METAL	6			
STRAINER NYLON MESH 22 cm	1			
PORTIONER ECONOMY S/STEEL SIZE 12 (82 ml)	1			
PORTIONER ECONOMY S/STEEL SIZE 16 (60 ml)	4			
CHOPPING BOARD LOW DENSITY BLUE 46 cm	1			
CHOPPING BOARD LOW DENSITY GREEN 46 cm	3			
CHOPPING BOARD LOW DENSITY RED 46 cm	2			
CHOPPING BOARD LOW DENSITY WHITE 46 cm	4			
CHOPPING BOARD LOW DENSITY YELLOW 46 cm	1			

TONGS SPAGHETTI S/STEEL	5			
PEA-LADLE S/STEEL 6.5 cm	15			
FRYPAN NON- STICK 32 cm	1			

Schedule 2
Individual Sites

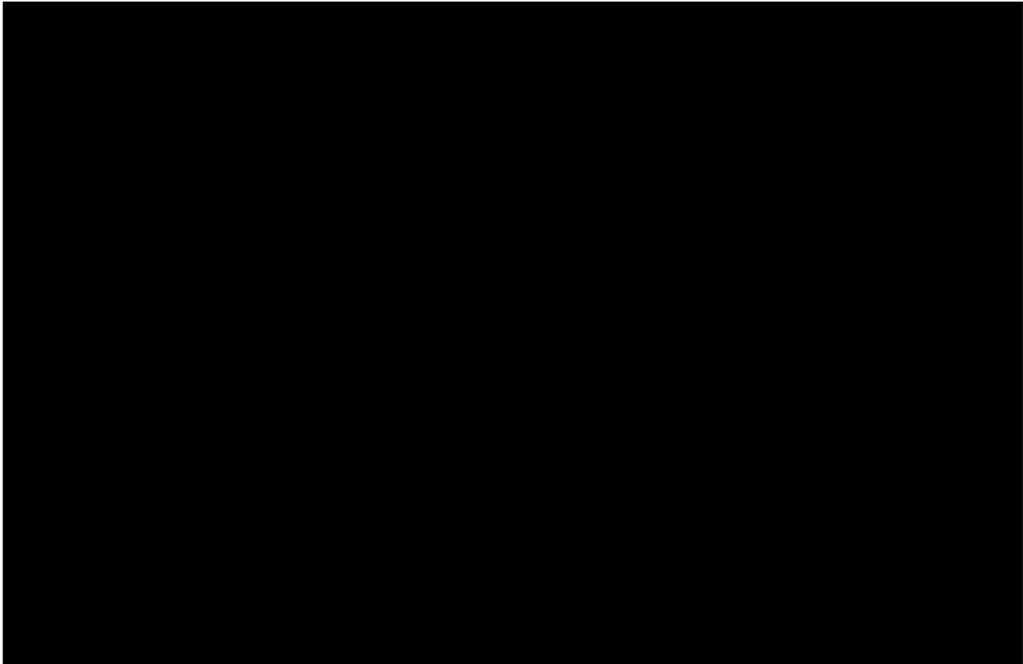
SHROPSHIRE PRIMARIES



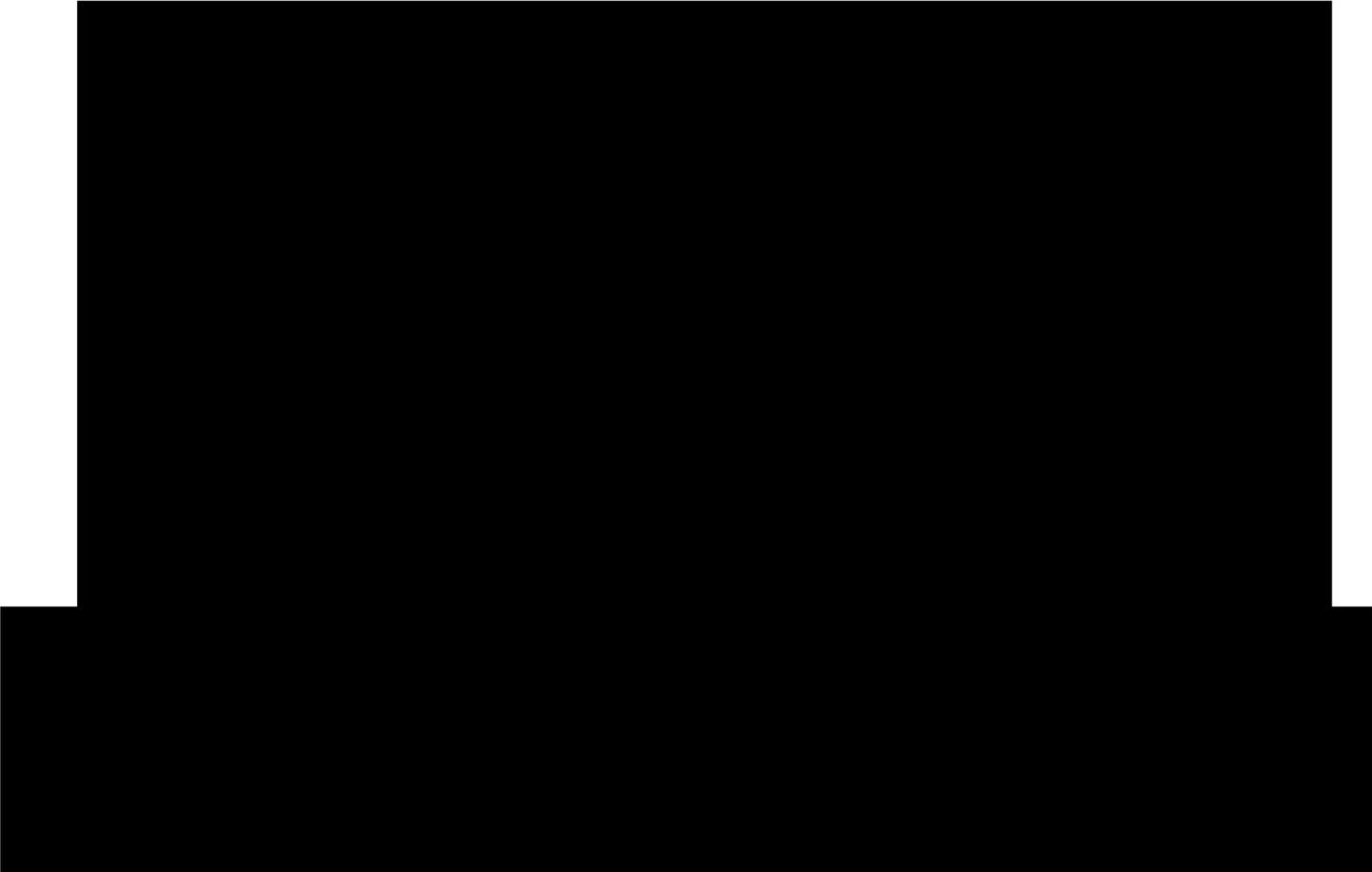


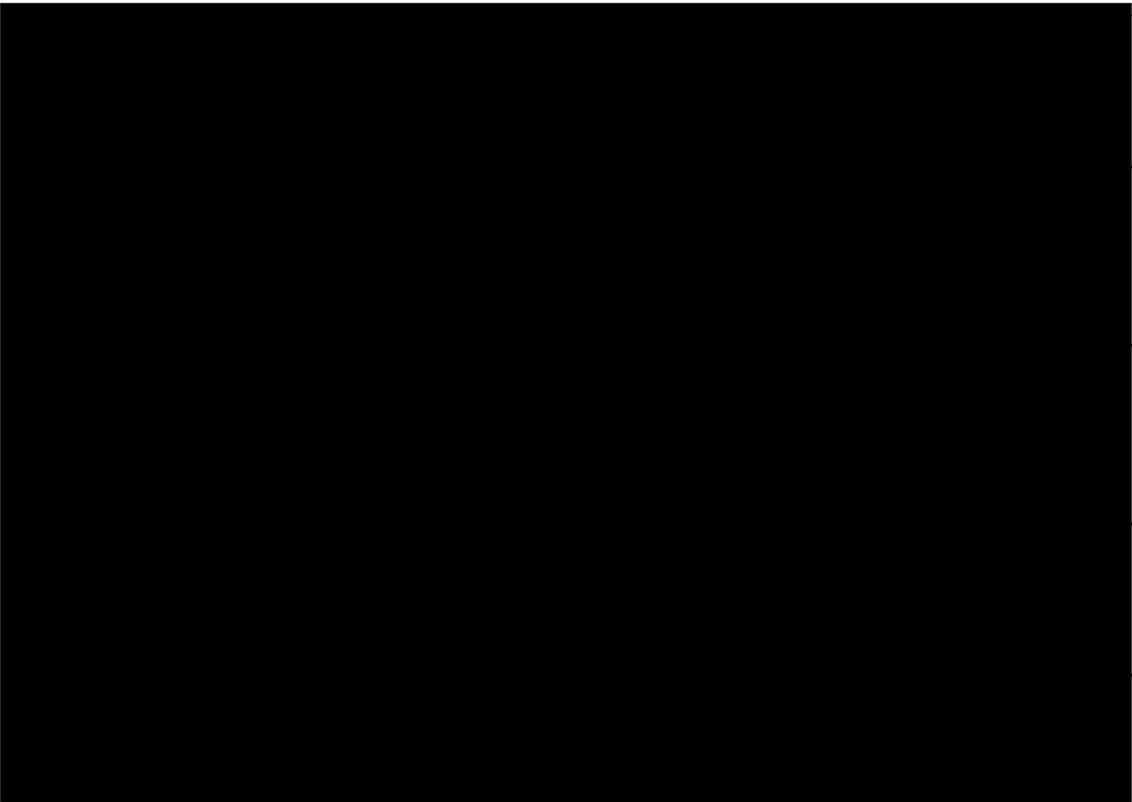
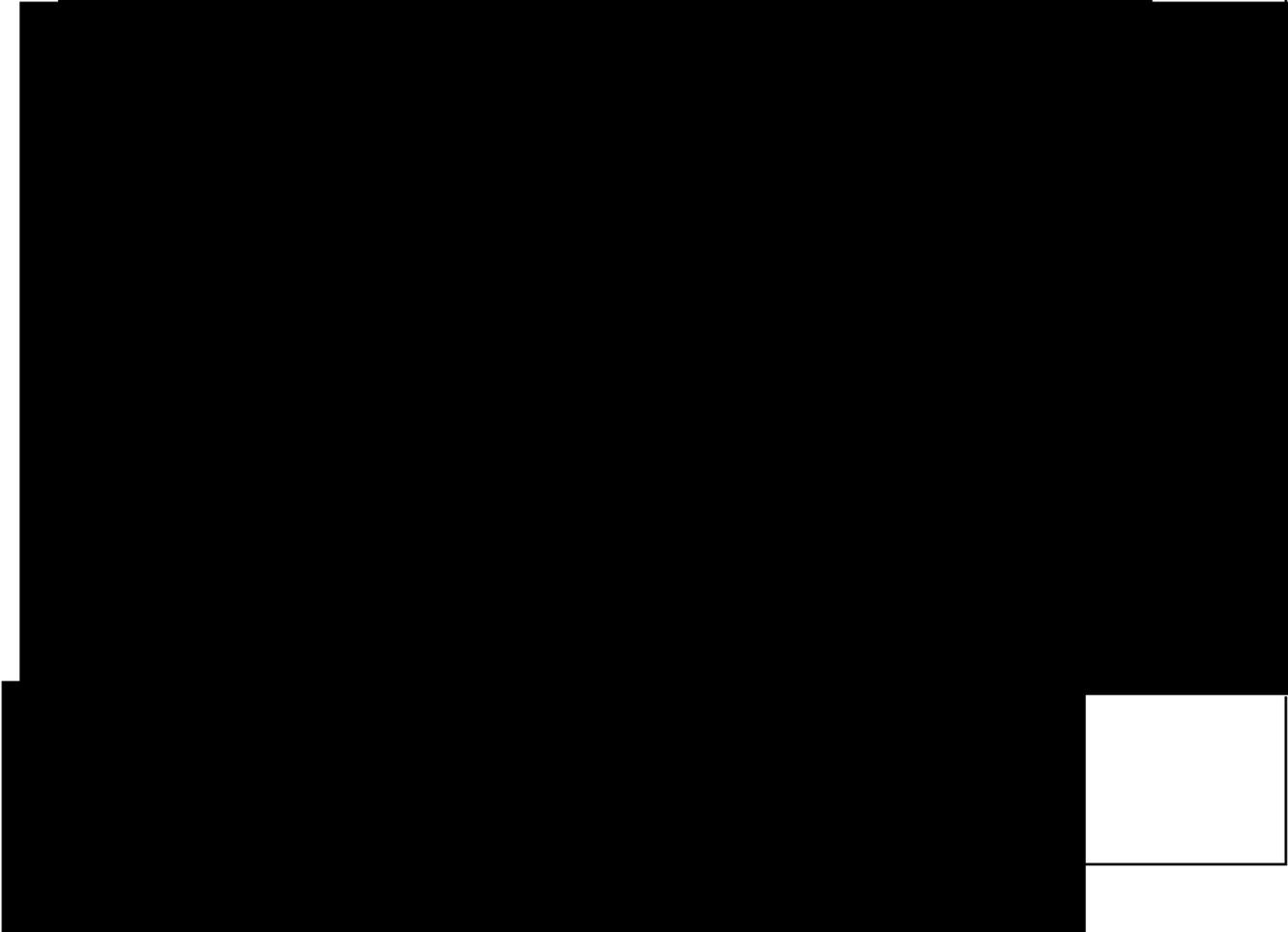


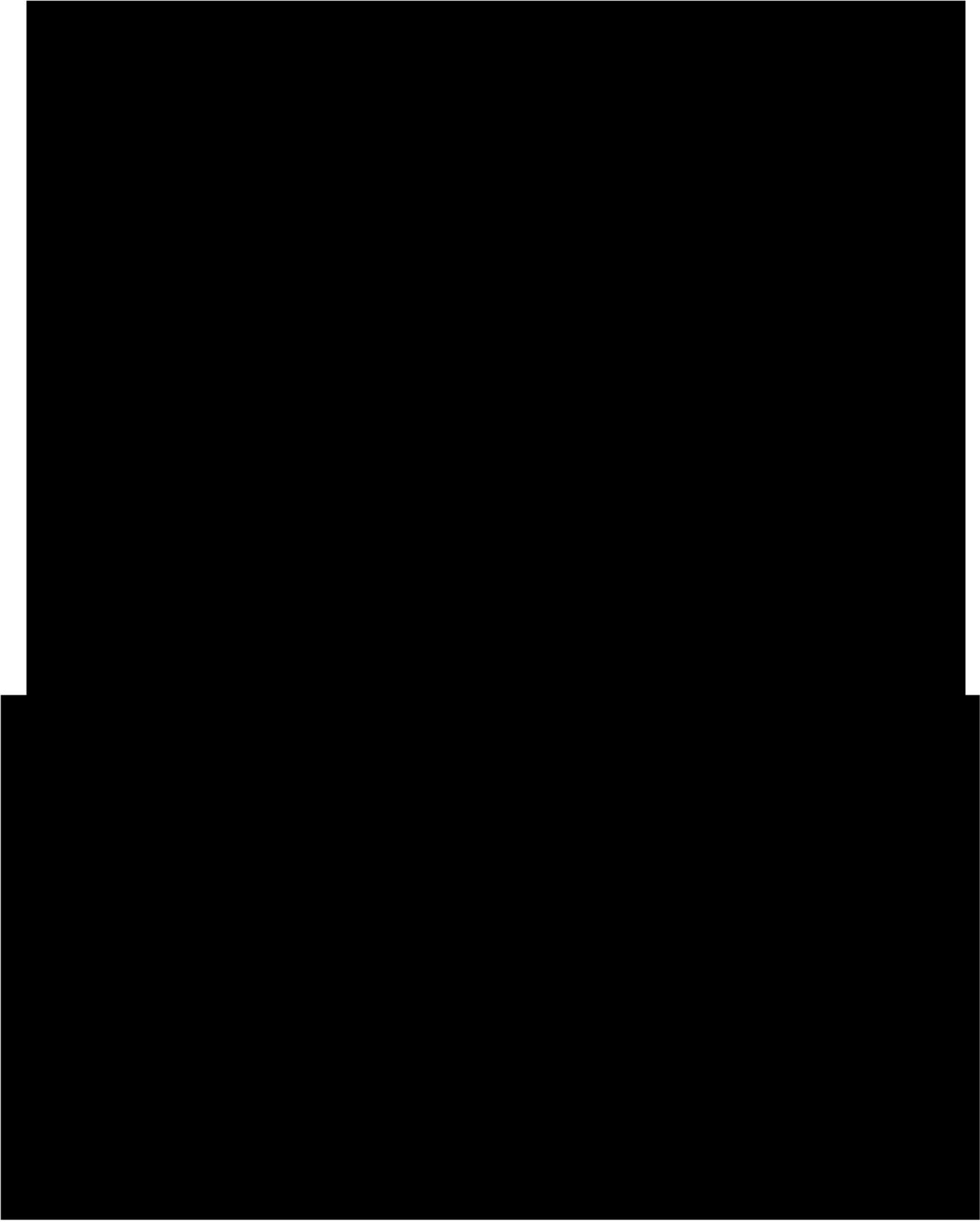


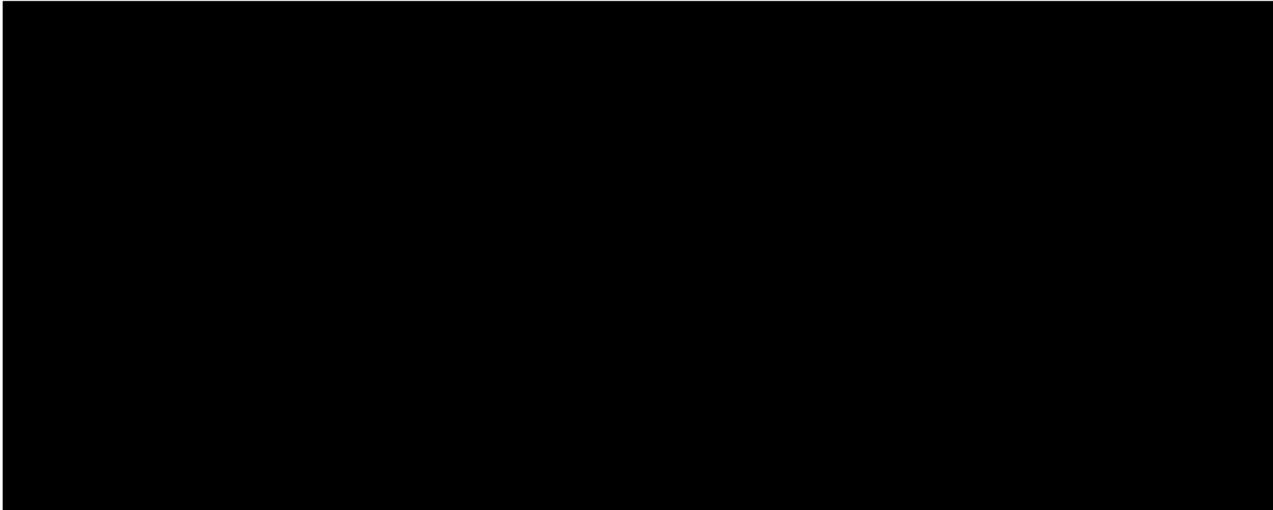


COMMERCIAL PRIMARY SCHOOL KITCHENS EXCLUDING HEREFORD & WORCS

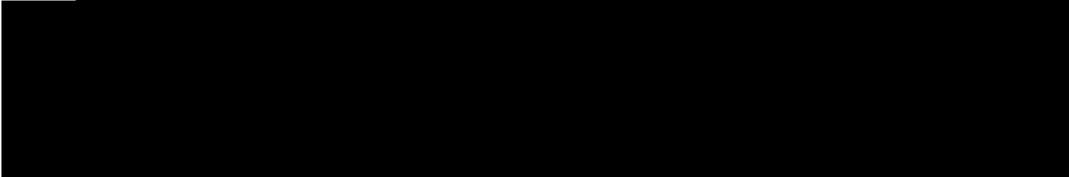
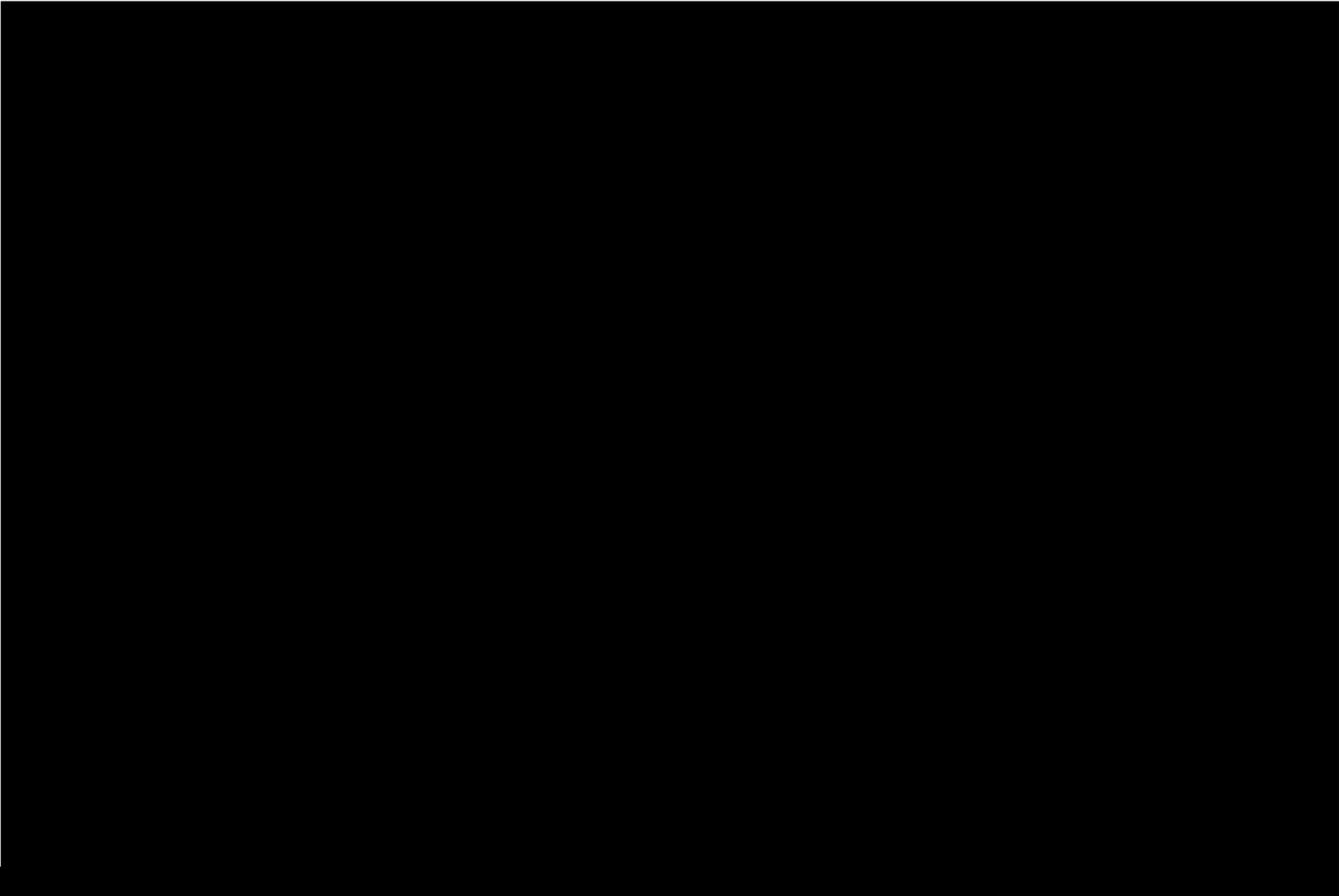






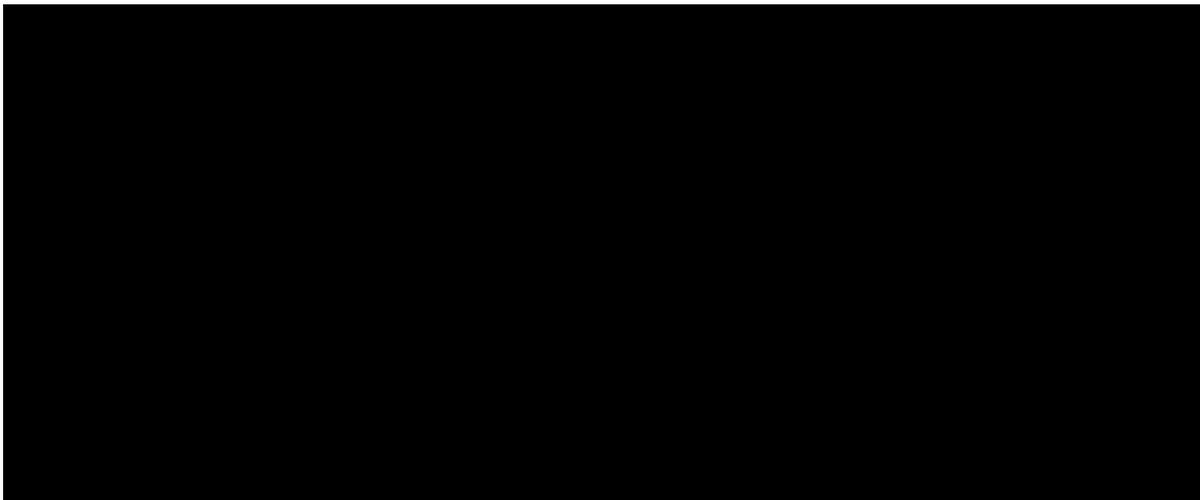
SHROPSHIRE SECONDARY SCHOOLS/SITES

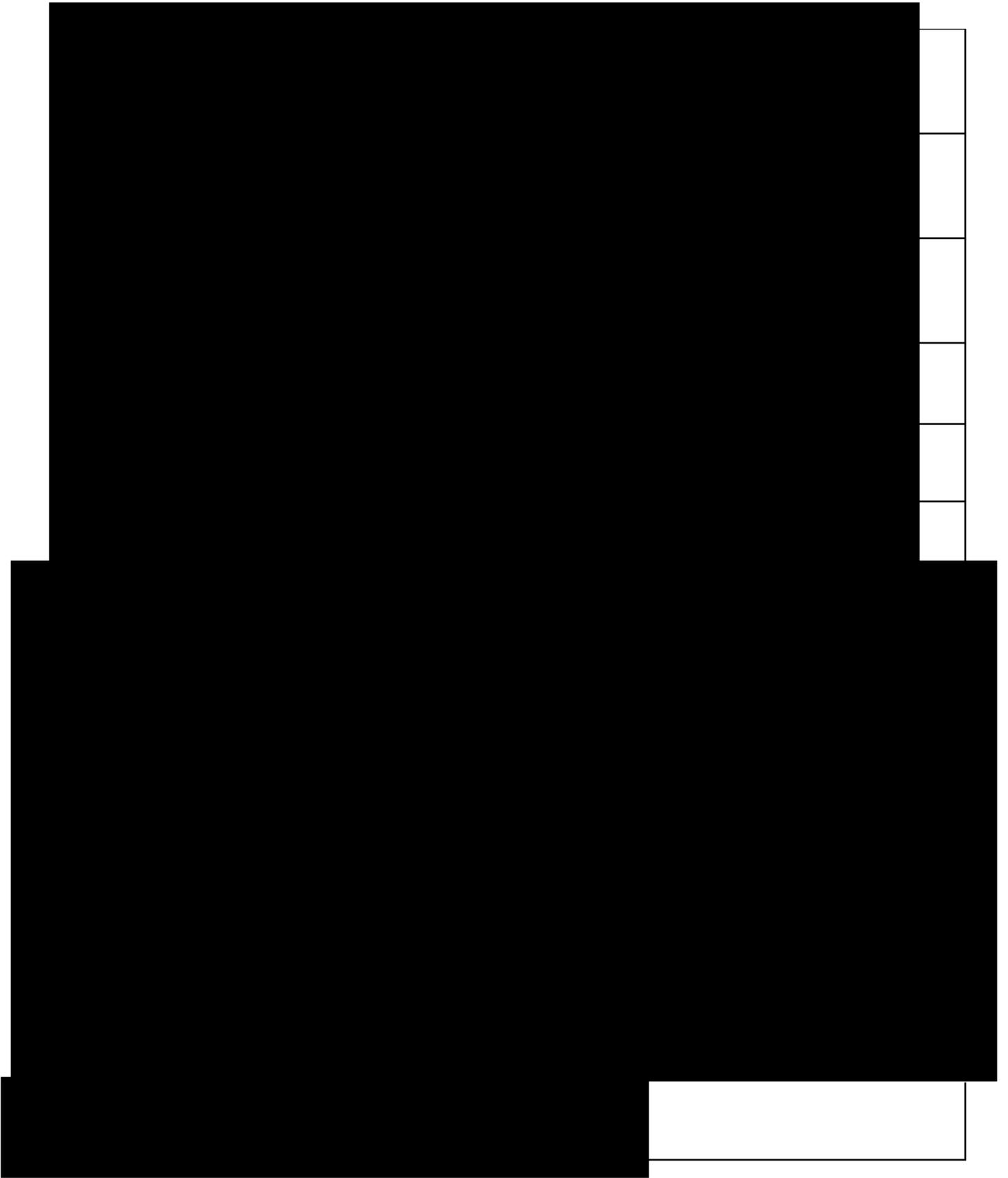


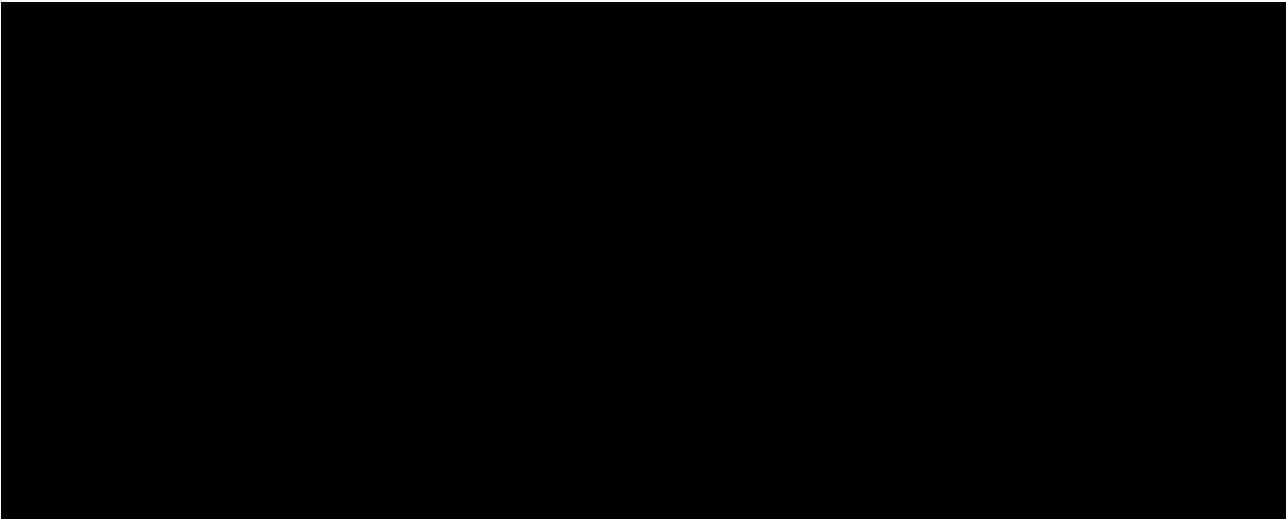
COMMERCIAL SECONDARY SCHOOLS/SITES EXCLUDING HEREFORD & WORCS.



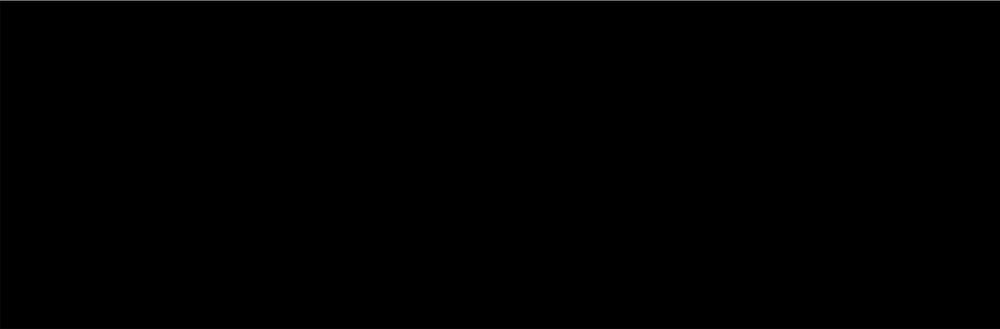
HEREFORD AND WORCESTER SCHOOLS





OUTSIDE CATERING SITES



Appendix 1

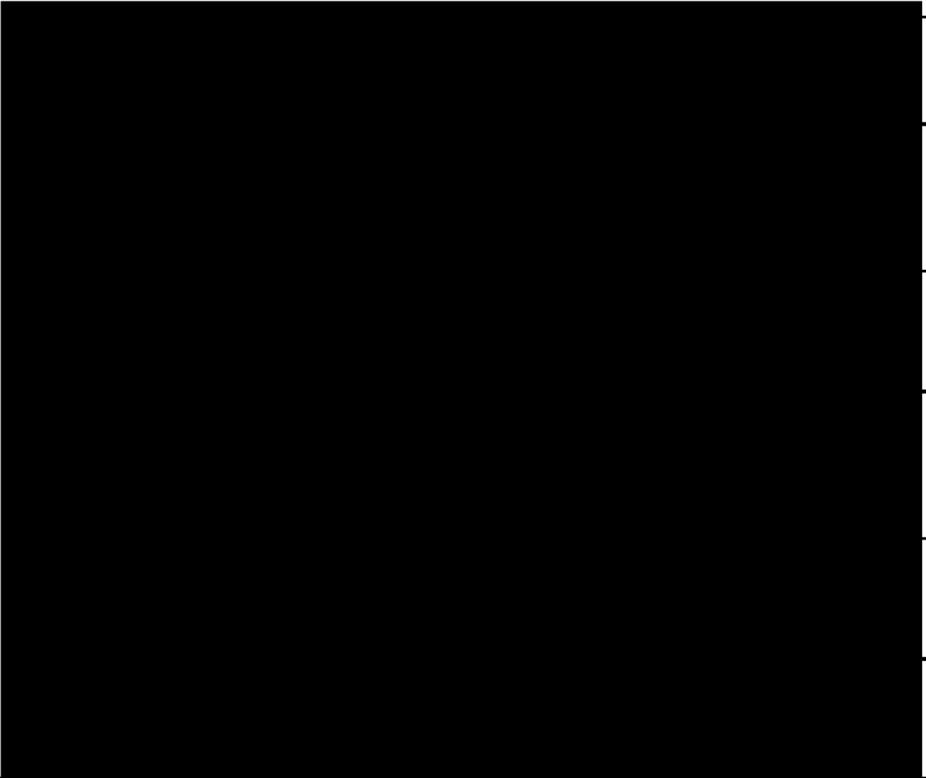
Tender and Tender Response Document¹¹

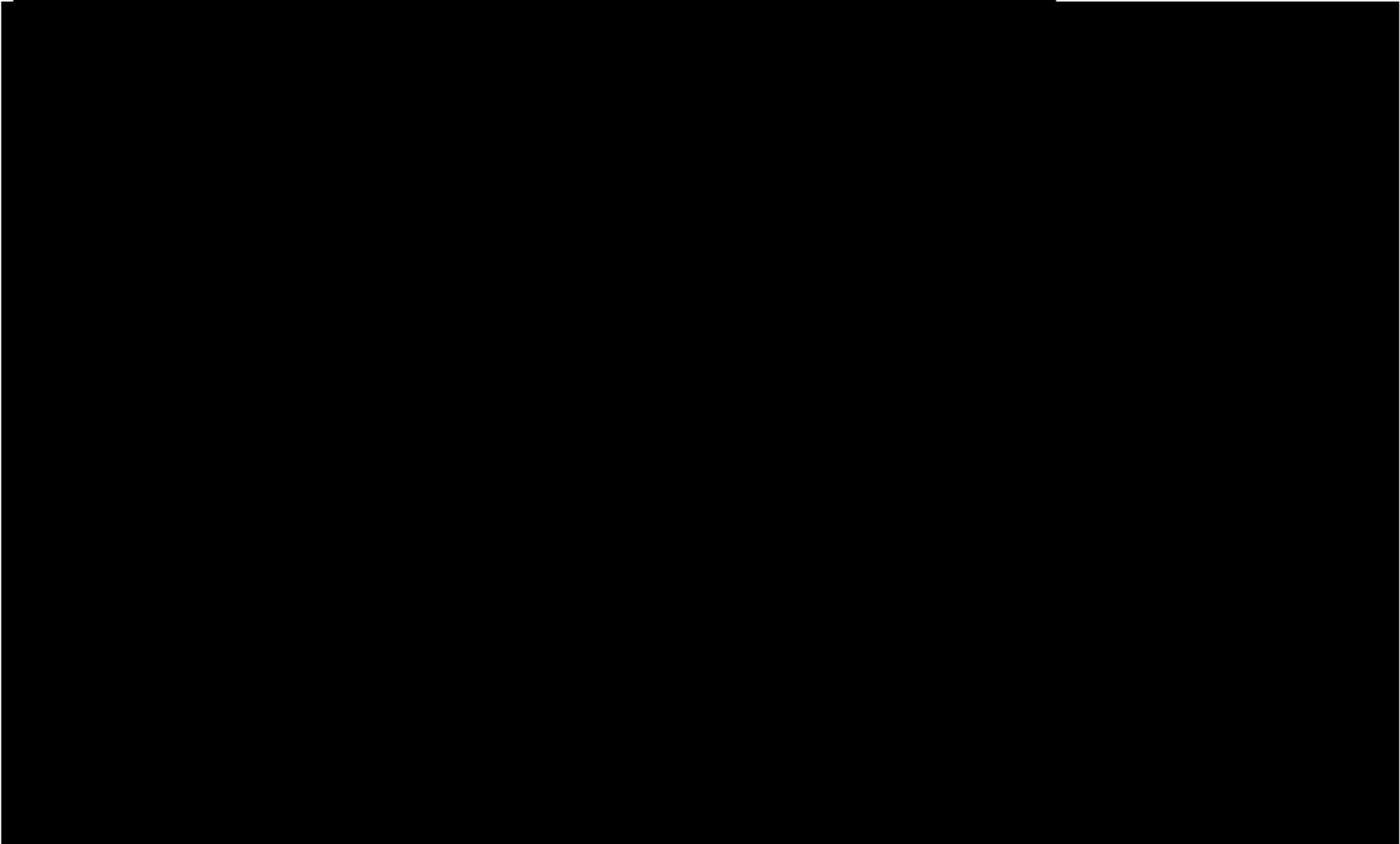
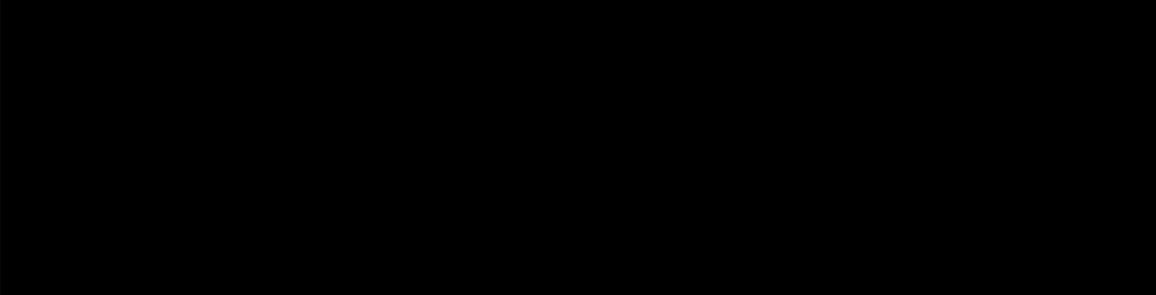
¹¹ Insert tender response document if applicable

SHIRE SERVICES LIST OF SCHOOL KITCHENS FOR TENDERS AS AT APRIL 2019

SHROPSHIRE PRIMARIES



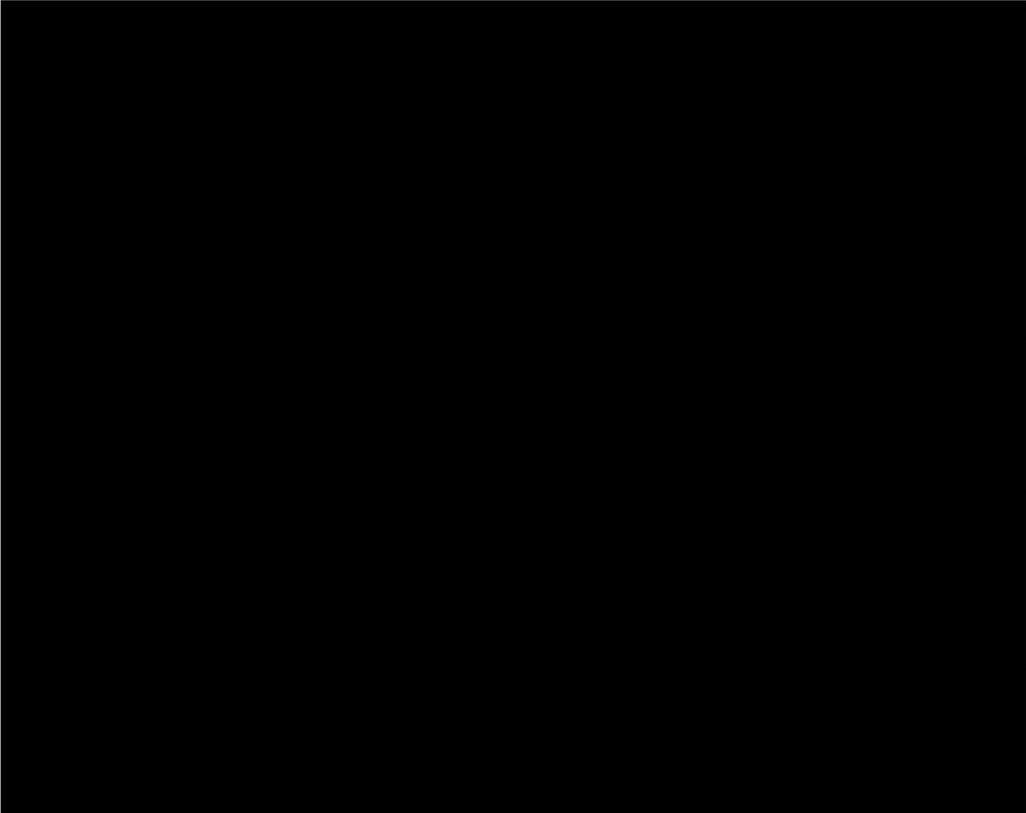
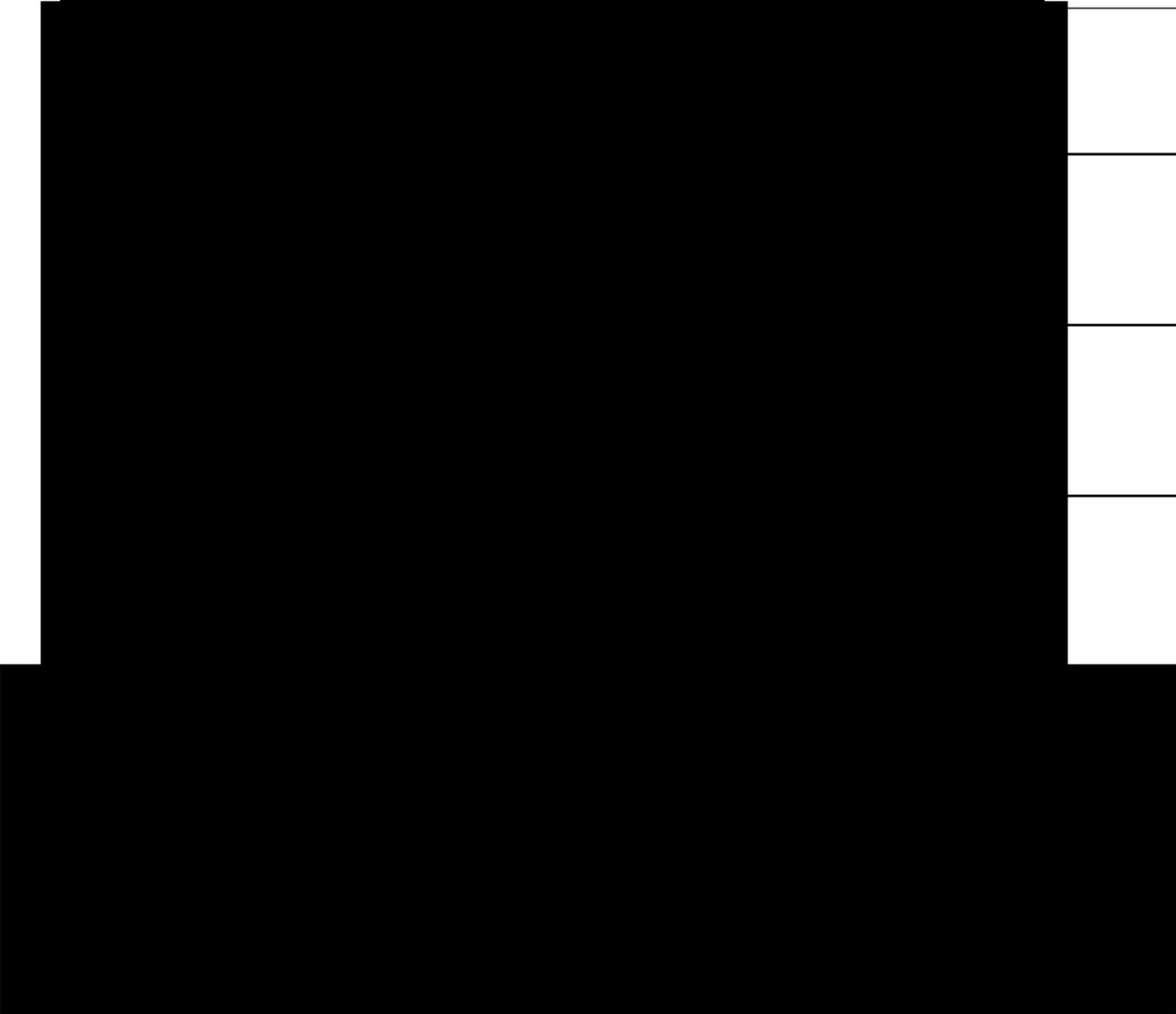






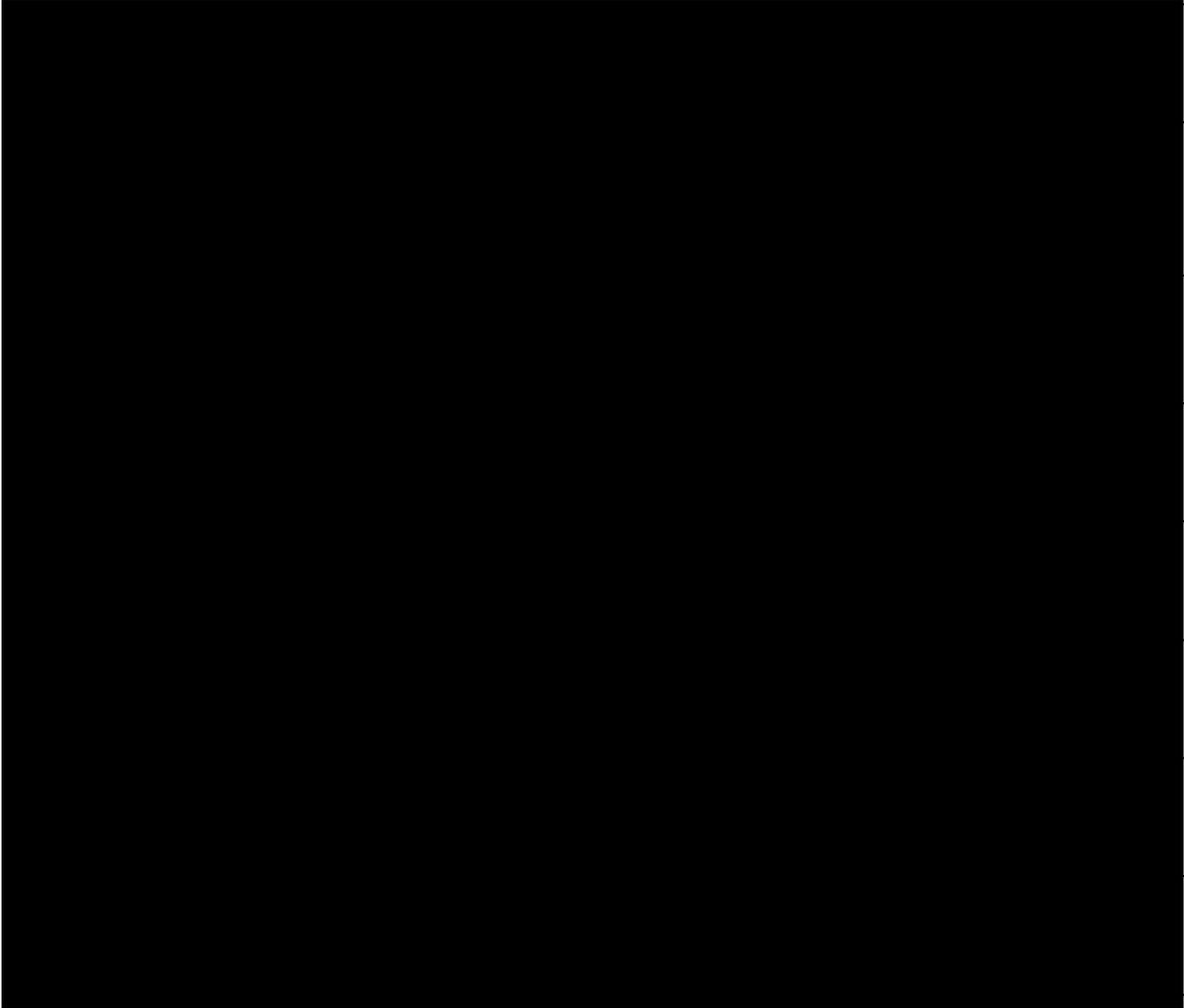
COMMERCIAL PRIMARY SCHOOL KITCHENS EXCLUDING HEREFORD & WORCS

[Redacted]	
[Redacted]	

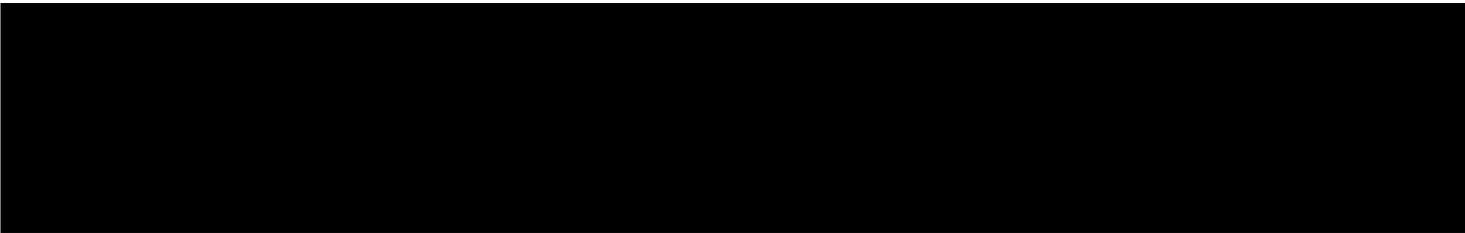
	
	



SHROPSHIRE SECONDARY SCHOOLS/SITES

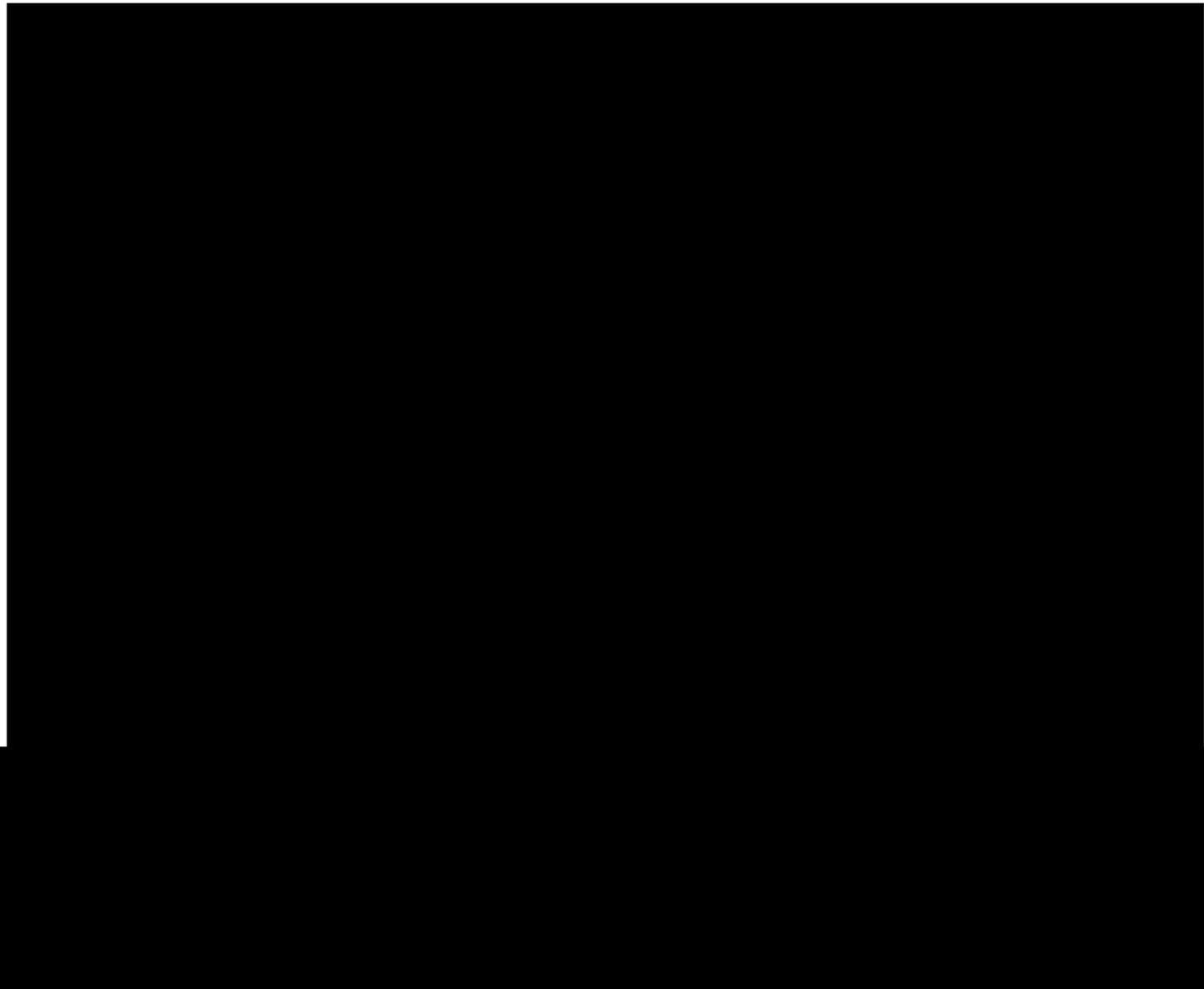


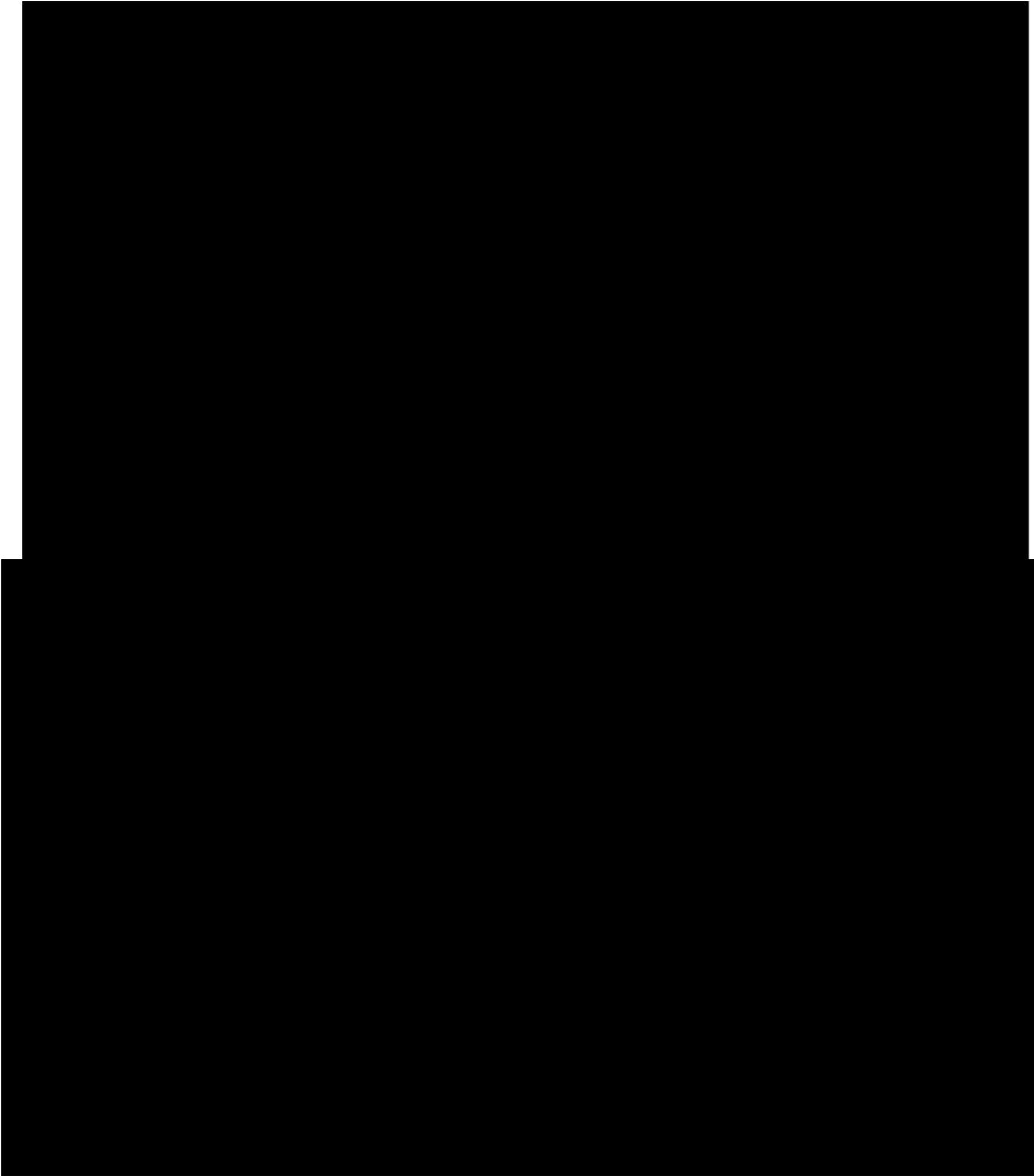
COMMERCIAL SECONDARY SCHOOLS/SITES EXCLUDING HEREFORD & WORCS.





HEREFORD AND WORCESTER SCHOOLS





OUTSIDE CATERING SITES



Description	Indicative Case Usage*
4*6*14 BROWN KRAFT WINDOW BAG	22
7x7 BROWN KRAFT WINDOW BAG	16
8.5*8.5 BROWN KRAFT WINDOW BAG	46
500CC OLIVINE COMBI PACK	4
PRESS & DRESS LID & PORTION	14
16OZ BLACK RIPPLE CONTAINER	66
LID TO SUIT DM8 CONTAINER	3
DM16 DELI GOURMET CONTAINER	2
GREASEPROOF TAKEAWAY BAG	7
TORTILLA CUP KRAFT	4
2 SECTION BIO BURGER BOX	12
DOME LID NO HOLE TO FIT 16OZ	6
TASTY N HOT CHICKEN BOX FC0	4
POLKA DOT BUN CASES	325
BROWN TULIP MUFFIN CASE 160/50	43
ECOLIFE MEDIUM FOOD BOX	79
16OZ KRAFT RIPPLE CONTAINER	23
WHITE COTTON GLOVE 10 PAIRS	3
SMALL OPEN KRAFT TRAY	13
LARGE OPEN KRAFT TRAY	31
9" SNOWSTAR CRACKER MIXED BOX	29
BLACK COMPACTOR SACKS HEAVY	55
BLACK REFUSE SACKS 18x29x39"	36.8
STANDARD TOILET ROLL 320 SHEET	18
BLUE C/FEED 2PLY 150M LENGTH	23
BLUE C / UNI LIXAL HAND TOWEL	48
20" BLUE HYGIENE ROLLS 2PLY	9
GREEN ECONOMY SCOURERS	1
HINGED SANDWICH BOXES SINGLE	86
18INCH CLING FILM WITH CUTTER	109
WHITE CHIP TRAYS 500 PER PACK	177
YELLOW BURGER WRAPS 1000 PER	9
RED BURGER WRAPS 1000 PER PACK	4
BLUE BURGER WRAPS 1000 PER	2
GREEN BURGER WRAPS 1000 PER	19
WHITE CHIP TRAYS 500 PER PACK	20
BLUE VINYL DISP GLOVES MEDIUM	77
BLUE VINYL DISP GLOVES LARGE	44
LINED GLOVE - MEDIUM	6
BLUE VINYL DISPOSABLE GLOVES	8
CLEAR VINYL DISP GLOVES SMALL	1
CLEAR VINYL DISP GLOVE MEDIUM	254
CLEAR VINYL DISP GLOVES LARGE	7
WHITE POLY APRONS	2
CLEAR POLY BAGS 6x9" 250G	1
FILM FRONT BAGS 10*10	18
4*6*14 FILM FRONT BAG	29
FILM FRONT BAG 8.5*8.5	43

FILM FRONT BAGS 7*7" (175*175)	27
FILM FRONT BAG 6X6	3
WHITE SULPHITE BAG 10*10	1
ECOLIFE LARGE FOOD BOX	8
GREASE PROOF PAPER 18x28"32GSM	1
BANQUET ROLL 100 MTR WHITE	1
BURGER AND FRIES BOX HP2 CHAMP	23
BURGER & FRIES BOX HP2 WHITE	50
DEEP FILL HINGED SANDWICH	29
BROWN KRAFT DEEP FILL SANDWICH	12
FISH & CHIP BOX POLYSTYRENE	20
FISH N CHIP NEWSPAPER CONE	8
BLOCK BOTTOM BAG - SMALL WHITE	7
BROWN PAPER BLOCK BOTTOM BAG	124
NON PERFORATED BAG 200X250MM	5
NON PERFORATED BAG 150X350MM	10
PERFORATED BAG 200X250MM	1
EH430 FAIRY CAKE CASES 1.5X1	2
EW500 MUFFIN CASE 2x1.5	43
HOTPAK BOX HP10 EPS 500 PER	3
HINGED EPS BOX HP6 500 PER BOX	2
TWISTY BOWL 375CC CASE X 600	10
TWISTY BOWL 500CC CASE X 200	2
FRESCO SALAD CONTAINER 375CC	4
TORTILLA BOXES - STANDARD	14
FRESCO SALAD CONTAINER 500CC	11
DUNISILK SLIPCOVER 183114	1
FLEXI STRAWS BLACK 250 P/CASE	2
CREAM PLASTIC DESSERT SPOON	3
PLASTIC DESSERT SPOON - WHITE	23
PLASTIC FORKS WHITE	255
PLASTIC FORKS CREAM	23
PLASTIC KNIVES WHITE	53
PLASTIC KNIVES CREAM	3
PLASTIC TEASPOONS WHITE	71
WOODEN STIRRERS 19CM	13
WOODEN FORK - BIRCHWOOD	49
KELSO TABLE FORK S/STEEL	18
KELSO TEA SPOON S/STEEL	6
KELSO DESSERT SPOON S/STEEL	4
DOYLEY 8.5 ROUND - WHITE 250	2
DOYLEY 12.5 ROUND- WHITE 250	2
RECTANGULAR DOYLEYS 12*18.1/2"	6
RECTANGULAR DOYLEYS 10*14 INCH	3
13IN/33CM 2PLY TISSUE WHITE	66
NAPKIN - 30CM WHITE SOFT 1PLY	140
16OZ POLY FOOD CONTAINER	122
8oz RIPPLE WRAP HOT CUP	22
12OZ RIPPLE WRAP HOT CUPS	8
12OZ CULTURE DARK RIPPLE HOT	45

8OZ CULTURE DARK RIPPLE HOT	21
SAPPHIRE BOWL 4OZ - C86	27
LARGE CLEAR LID TO SUIT LARGE	4
LARGE BLACK PLATTER BASE	4
LID TO SUIT 4OZ PORTION POT	6
LID TO SUIT PORTION POT 2OZ	1
PORTION POT CLEAR 4OZ	90
DM8 CONTAINER	1
12IN CLING FILM WITH CUTTERBOX	45
CATERING FOIL 18INCH x 75M	43
CATERING FOIL 12"x75M	5
12IN WRAPMASTER 3000 REFILL(3)	9
18IN WRAPMASTER 4500 REFILL(3)	337
DISPENSER WRAPMASTER 3000 12"	1
DISPENSER 4500 WRAPMASTER 18"	10
BAKING PARCHMENT 12"x75M	164
BAKING PARCHMENT 18INCH x 75M	161
PLASTIC ICING/PIPING BAGS 18"	52
9INCH MAIN MEAL PLATE EPS 600	2
6INCH PAPER PLATE SIDE	18
7INCH PAPER PLATE DESSERT 18CM	22
TP12 CLEAR PLASTIC GLASS -	3
TP16 CLEAR PLASTIC GLASS	7
16Oz DOME LID WITH HOLE 1000	2
DOME LID WITHOUT HOLE TO FIT	16
TP9R CLEAR PLASTIC GLASS 1000	30
SIP THROUGH LID - 8OZ	11
SIP THROUGH LID 12OZ/16OZ FOR	16
3OZ CHIP SCOOPS - SMALL 1000	9
5OZ CHIP SCOOP - MEDIUM	6
8oz POLYSTYRENE BOWL 6INCH	2
PIZZA SLICE TRAY / WEDGE SS	2
XPRESS ONE NAPKIN 2PLY 15850	8
DISPENSER NAPKINS 6000/CASE	26
7OZ NON VEND CUP WHITE	32
7OZ CLEAR NON VEND CUP	97
SAMPLES/CATALOGUES	1
9INCH PAPER PLATE MAIN MEAL	6
WOODEN KNIFE - 1000 PER CASE	5
TWISTY BOWL 250CC CASE x 600	2
FLAT LID TO SUIT 9/12OZ	1
CLEAR REFUSE SACKS 18x29x38	0.4
JUNGLE LION/ANIMAL FRIENDS	2
FISH AND CHIP BOX POLYSTYRENE	30
WRAPMASTER DUO DISPENSER 18"	4
12INCH SNAPPY SEALER REPAIR	3
FOILMASTER REFILL ROLL 18INCH	47
18IN PARCHMENT 4500 REFILL (3)	26
EXCEL MOP HEAD YELLOW	50
LOCAL AUTHORITY MAXI CLOTH	6

LOCAL AUTHORITY MAXI CLOTH RED	6
WHITE CHIP TRAYS 500 PER PACK	6
DOME LID WITHOUT HOLE TO FIT	9
FOIL CONTAINER NO6A 500 PER	1
FOIL LID NO6A 70017 500 PER	1
13IN/33CM 2PLY TISSUE RED	8
SG1KR CHIP SCOOP - KRAFT	1
4x6x14" GREASE PROOF BAG	1
16"/40CM 2PLY TISSUE WHITE	1
GOLD FOIL CUPCAKE CASE	14
SILVER FOIL CUPCAKE CASES	14
CLEAR VINYL DISP GLOVE MEDIUM	14
CLEAR FREEZER BAGS 9x13"	1
CLEAR RESEAL BAG 150x350	1
BLOCK BOTTOM BAG - LARGE WHITE	1
9OZ PLASTIC GLASS POLARITY	4
BROWN PAPER BLOCK BOTTOM BAG	3
FLEXI STRAWS 250 PER CASE MCFS	4
DOME LID WITHOUT HOLE TO FIT	1
DOME LID NO HOLE TO FIT 9OZ	2
SANDALWOOD TEASPOON	1
MEDIUM FUZIONE TRAY	1
DOME LID WITH HOLE FOR TP9/12	1
24" LAMBS WOOL FLICK DUSTER	4
DISHWASHER SALT 10KG	1
SALT TABLETS 10KG	10
YELLOW COTTON DUSTER 10 PER	4
CLEAR COMPACTOR SACK	2
RED TRIGGER ONLY	4
EMPTY SPRAY BOTTLE ONLY	4
LIXAL WHITE C/FEED 2PLY MINI	1
CHICKEN NUGGET BOXES	1
BLUE VINYL DISP GLOVES SMALL	4
GREASEPROOF PAPER BAGS 7x7"	1
8.1/2x8.1/2" BROWN KRAFT BAG	1
SAFETY MATCHES	2
HINGED EPS BOX HP6	1
WOODEN TEASPOON -1000/CASE	1
TP9D TALL CLEAR PLASTIC GLASS	1

Case Size	Comparable Item	Case size
PACK X 1000		
PACK X 1000		
PACK X 1000		
150 PER PACK MEDIUM		
POT - ULTRACLEAR PLUS CASE/500		
CASE X 500		
500 PER CASE		
500 PER CASE		
4.5x6x4" WHIZZ PACK X 1000		
CASE X 1000		
250 PER CASE		
PLASTIC GLASS 1000/CASE TP		
CASE X 500		
PACK X 1000		
2000 PER CASE		
CASE X 250		
CASE X 500		
CASE X 500 01/CSTCK		
CASE X 500		
100/CASE 176318 RED & GREEN		
20x34x48 CHSA 20KG 100/CASE		
CONTRACT BCC LD39001 GR0006		
2PLY WHITE 36 PER PACK		
6 ROLLS PER PACK		
3600/CASE C/UNI FOLD 25x21cm		
CASE/12		
10 PER PACK - MICROTRON		
500 PER BOX STANDARD WEDGE		
BOX		
PACK		
PACK		
PACK		
C3		
POWDER FREE 100/CASE GD13		
POWDER FREE 100/CASE GD13		
YELLOW WASHING UP GLOVE		
MEDIUM 100/CASE GD11		
100/BOX POWDER FREE GD09		
100/BOX POWDER FREE GD09		
100/BOX POWDER FREE GD09		
100 PER PACK DISPOSABLE		
(250*250)		
(100*150*350)		
(210*210)		

PACK 1000 (150x150)		
1000 PER PACK		
CASE X 250 239x155x69mm		
DAMASK PAPER		
500 PER PACK		
500 PER PACK		
WEDGE 500 PER BOX		
WEDGE - 500 PER BOX		
TT10 250 PER PACK - CHAMPAGNE		
1000 PER CASE		
250 / CASE 175*260*225 MM		
SMALL 250/PK 7X10X8 70GSM		
DA002 2000 PER CASE		
DA008 2000 PER CASE		
DA005 2000 PER CASE		
1000 PER CASE		
1000 PER SLEEVE		
BOX C8029		
CHAMPAGNE		
CASE x 500 - OVAL		
600 PER CASE WRAP-PACK		
CASE X 500		
BORDEAUX 84X84CM 100/CASE		
7.5INCH		
1000 PER PACK		
1000 PER PACK		
1000 PER PACK		
1000 PER PACK		
1000 PER PACK		
1000 PER PACK		
1000 PER CASE		
1000 PER PACK		
CASE X 1000		
12 PER PACK		
12 PER PACK		
12 PER PACK		
INNER PER PACK		
PER PACK		
250 PER PACK		
250 PER PACK		
NAPKIN 2000/CASE - POPPIES		
(WIPE UP) CASE/5000		
500/CASE - ROUND		
500/CASE KRAFT RUSTIC BROWN		
500 PER BOX RUSTIC KRAFT		
CUP 500/CASE		

CUP 500/CASE		
CASE X 1000		
BLACK PLATTER 50/CASE		
50/CASE		
CASE X 2500 "F"		
CASE X 2500		
CASE X 2500		
CASE X 500		
KITCHEN		
3 ROLLS PER PACK - CLING FILM		
3 ROLLS PER PACK - CLING FILM		
CLING FILM / FOIL		
CLING FILM / FOIL		
100 PER ROLL BAGS001		
PER BOX POLYSTYRENE		
1000 PER BOX		
1000 PER CASE		
1000 PER CASE		
1000 PER CASE		
PER CASE TP		
9/12OZ 1000 PER CASE TP		
PER CASE SQUAT		
1000/CASE AMICI/RIPPLE LID		
NOBISCO RIPPLE CUP - 1000/CASE		
PER BOX		
1000 PER BOX		
600 PER CASE EPS		
1000 PER BOX		
WHITE 2 FOLD 8,000 PER CASE		
1 PLY		
2000 PER CASE		
2000 PER CASE		
23cm 1000 PER BOX		
BIRCHWOOD		
PLASTIC GLASS 1000/CASE TP		
10 KILO		
CHILDRENS MEAL BOX 250/CASE		
TT10 250 PER PACK - WHITE		
4500		
KIT		
3 PER PACK 4500		
3/PACK - PARCHMENT MASTER		
GREEN 5 PER PACK		

5 PER PACK		
7x5.25x1.5 C2		
TP9R SQUAT CASE x 1000 DNR662		
BOX 70016		
BOX		
NAPKIN 2000/CASE 180384		
CASE X 1000 - MEDIUM		
500 PER PACK		
NAPKIN 1250/CASE 178994		
PACK X 500		
PACK X 500		
100/BOX POWDERED GD48		
200 PER ROLL, 5 ROLLS PER PACK		
CASE X 2000 25MU OPP 40MM LIP		
250 / CASE 250*380*300 MM		
CASE X 1000 TALL CLEAR		
MEDIUM 250/PK 8*13*10 70GSM		
8IN JUMBO MULTICOLOURED 250-40		
TP10 10OZ CASE/1000 DNR610		
PLASTIC GLASS 2000/CASE		
CASE X 1000		
KRAFT DESIGN 500/CASE		
GLASS CASE x 1000 DLR662		
GRANULAR		
PACK		
100 PER BOX		
12/CASE CHSA 60M LONG		
500 PER BOX FC1WH		
POWDER FREE 100/CASE GD13		
500 PER BOX WHITE		
1000 PER CASE		
	TOTAL BASKET COST	

Product Description	Indicative Item Usage*
STEP LADDER 3 TREAD (TRADE EN131)	2
DISH LARGE MEALTIME WHITE	7
PIE SERVER BLACK HANDLE	2
BAKEPAN & LID 40.9 x 26.7 x 8.3 cm	14
BAKEPAN & LID 40.9 x 26.7 x 3.2 cm	44
MILKPAN GROUND BASE 1.1 Ltr (15 cm)	2
SAUCEPAN & LID G/B 2.2 Ltr (16 cm)	2
SAUCEPAN & LID G/B 2.8 Ltr (18 cm)	2
SAUCEPAN & LID G/B 5.7 Ltr (22 cm)	1
FRYPAN GROUND BASE 20/24 cm	2
FOOD BIN MOBILE PLASTIC & LID LARGE 118 Ltr	11
FOOD BIN MOBILE PLASTIC & LID SMALL 72 Ltr	9
REFUSAC HOLDER & LID	13
DISPLAY JAR CLEAR SQUARE 20 cm	15
COFFEE MAKER BRAVILOR NOVO 2	1
TONGS FLAT POLYCARB BLACK 23 cm	14
TONGS SMALL BLACK 15 cm	22
SPOON SALAD BLACK 20 cm	2
SPOON BUFFET BLACK 25 cm	10
SPOON POLYCARB. PLAIN BLACK 28 cm	8
BOWL TULIP (SAN) SWIRL CLEAR 160 ml	75
SERVICE CART	4
SERVICE CART LARGE	1
GASTRONORM CLEAR 1/1 x 65 mm	9
GASTRONORM CLEAR 1/1 x 100 mm	2
GASTRONORM CLEAR 1/2 x 65 mm	2
GASTRONORM BLACK 1/3 x 65 mm	28
GASTRONORM CLEAR 1/3 x 65 mm	17
GASTRONORM BLACK 1/3 x 100 mm	8
GASTRONORM BLACK 1/6 x 65 mm	4
GASTRONORM LID P/CARB. 1/1 SIZE	5
GASTRONORM LID P/CARB. 1/2 SIZE	2
GASTRONORM LID P/CARB. 1/3 SIZE	35
STORAGE CONTAINER SQUARE POLYCARBONATE CLEAR 1.9 Ltr	5
STORAGE CONTAINER SQUARE POLYCARBONATE CLEAR 7.6 Ltr	2
STORAGE CONTAINER SQUARE POLYCARBONATE CLEAR 17.2 Ltr	6
CONTAINER LID FOR 1.9 & 3.8 Ltr	5
CONTAINER LID FOR 5.7 & 7.6 Ltr	2
CONTAINER LID FOR 11.4 & 17.2 Ltr	2
CONTAINER LID ROUND FOR 17.2 Ltr	4
TRAY FAST FOOD BLUE 36 x 25 cm	95
TRAY FAST FOOD BLACK 36 x 25 cm	604
TRAY FAST FOOD GREEN 36 x 25 cm	450
TRAY FAST FOOD RED 36 x 25 cm	6
TRAY FAST FOOD BLUE 41 x 30 cm	80
TRAY FAST FOOD BLACK 41 x 30 cm	52
TRAY FAST FOOD BLACK 46 x 36 cm	31
DREDGER FLOUR/SUGAR SET POLYCARBONATE	5
DISHWASHER CUP RACK	2

DISHWASHER PLATE RACK	22
DISHWASHER FLATWARE CUTLERY RACK	6
DISHWASHER CUTLERY RACK 8 SECTION NO HANDLES	12
DISH TULIP DELI CROCK BLACK 1.1 Kg	15
DISH TULIP DELI CROCK BLACK 2.3 Kg	44
LID CLEAR FOR 2.3 Kg DELI DISH	19
DISH TULIP DELI CROCK RED 2.3 Kg	15
DISH TULIP DELI CROCK WHITE 2.3 Kg	2
DISH TULIP DELI CROCK BLACK 4.5 Kg	18
LID CLEAR FOR 4.5 Kg DELI DISH	6
DISH TULIP DELI CROCK RED 4.5 kg	12
DISH FLAN FESTIVAL BLUE 28.3 (Dia.) x 4.3 cm	2
DISH FLAN FESTIVAL WHITE 28.3 (Dia.) x 4.3 cm	27
PASTRY TRAY WIRE 56 x 33 cm	21
SKIMMER WIRE 20 cm Dia.	2
PLATE CARIBBEAN BLOCK 23 cm	50
PLATE SPANISH TILE 23 cm	607
GRAPEFRUIT BOWL CARIBBEAN BLOCK 15 cm	80
GRAPEFRUIT BOWL SPANISH TILE 15 cm	355
PLATE BLACK TILE 23 cm	210
GRAPEFRUIT BOWL BLACK TILE 15 cm	48
PLATE DUO-LINE BLACK 22.7 cm	150
MODULAR DELI PAN LID MED CLEAR	6
MODULAR DELI PAN MED WHITE	6
THERMO BOX BLACK (1/1 SIZE) 217/280 mm DEEP	10
THERMO BOX BLACK (1/1 SIZE) 257/320 mm DEEP	3
PIPING TUBE POLY PLAIN (No. 8) 13 mm	3
PIPING TUBE POLY 7 STAR (No. 4) 8 mm	2
PIPING TUBE POLY 7 STAR (No. 8) 13 mm	11
PIPING TUBE POLY 8 STAR (No.12) 17 mm	2
CHEESE BOARD DELUXE (c/w 12 x 60 cm WIRES)	7
CHEESE WIRES (PAIR) 90 cm c/w 2 HANDLES	2
BOWL MELAMINE RECT. GREEN 25 cm	8
AIRER CLOTHES 3-TIER P/COATED 15 M	7
TOASTER DUALIT COMMERCIAL 6-SLOT WHITE	4
THERMOMETER DIGITAL FRIDGE/FREEZER	4
PEELER FIXED EASY GRIP	2
GASTRONORM MELAMINE WHITE 1/1 x 20 mm	2
GASTRONORM MELAMINE BLACK 1/1 x 20 mm	6
GASTRONORM MELAMINE WHITE 2/4 x 20 mm	2
SPOON MELAMINE 30 cm	30
SPOON MELAMINE 38 cm	24
SPOON MELAMINE 45 cm	16
PLATE MELAMINE VALENCIA 23 cm	400
OATMEAL BOWL MELAMINE VALENCIA	340
CUTTER CHRISTMAS TREE 12.5 cm	2
CUTTER HEART 11 cm	2
EGG SLICER H/D DUPLEX	1
DUSTBIN & LID BLACK STANDARD 94 Ltr	17
KNIFE PALETTE S/STEEL 15 cm	1

KNIFE PALETTE S/STEEL 18 cm	1
KNIFE PALETTE S/STEEL 20 cm	1
SLICER GRANTON RED 25 cm	1
KNIFE COOKS GRANTON BLACK 20 cm	1
KNIFE COOKS GRANTON BLACK 15 cm	8
KNIFE UTILITY SERRATED GRANTON BLACK 13 cm	1
KNIFE COOKS GRANTON BLACK 25 cm	1
GASTRONORM ST.STEEL 1/1 x 20 mm	39
GASTRONORM ST.STEEL 1/1 x 40 mm	11
GASTRONORM ST.STEEL 1/1 x 65 mm	35
GASTRONORM ST.STEEL (PERFORATED) 1/1 x 65 mm	51
GASTRONORM ST.STEEL 1/1 x 150 mm	11
GASTRONORM ST.STEEL 1/2 x 20 mm	12
GASTRONORM ST.STEEL 1/2 x 40 mm	53
GASTRONORM ST.STEEL 1/2 x 65 mm	169
GASTRONORM ST.STEEL (PERFORATED) 1/2 x 65 mm	32
GASTRONORM ST.STEEL 1/2 x 100 mm	33
GASTRONORM ST.STEEL 1/2 x 150 mm	6
GASTRONORM ST.STEEL 1/3 x 65 mm	85
GASTRONORM ST.STEEL 1/3 x 100 mm	34
GASTRONORM ST.STEEL 1/3 x 150 mm	26
GASTRONORM ST.STEEL 1/4 x 65 mm	4
GASTRONORM ST.STEEL 1/6 x 65 mm	6
GASTRONORM ST.STEEL 1/9 x 65 mm	2
GASTRONORM ST.STEEL 1/9 x 100 mm	2
LID G/N ST.STEEL 1/1 SIZE	37
LID G/N ST.STEEL 1/2 SIZE	183
LID G/N ST.STEEL 1/3 SIZE	123
LID G/N ST.STEEL 1/6 SIZE	6
LID G/N ST.STEEL 1/9 SIZE	4
SHEET BAKING ALUM. (XL) 65 x 45 x 2.5 cm	5
TROLLEY S/STEEL FULLY WELDED 3 TIER	19
TONGS SERVING ST/STEEL GREEN HANDLE	2
TONGS SERVING ST/STEEL RED HANDLE	2
TONGS SERVING ST/STEEL WHITE HANDLE	2
TONGS SERVING ST/STEEL YELLOW HANDLE	2
LADLE SOUP S/STEEL BLACK HANDLE 192 ml	2
SPOON PERFORATED ST.STEEL 35 cm	1
TUMBLER COPOLYESTER TRANS ORANGE 200 ml	125
TUMBLER COPOLYESTER TRANS PURPLE 200 ml	225
TUMBLER COPOLYESTER TRANS YELLOW 200 ml	200
JUG COPOLYESTER TRANS ORANGE 1.1 Ltr	30
JUG COPOLYESTER TRANS RED 1.1 Ltr	20
JUG COPOLYESTER TRANS YELLOW 1.1 Ltr	31
TUMBLER POLYCARB. BLUE 150 ml	50
TUMBLER POLYCARB. RED 150 ml	80
TUMBLER POLYCARB. TRANS RED 150 ml	200
BOWL POLYCARBONATE APPLE GREEN 10 cm	245
BOWL POLYCARBONATE GREEN 10 cm	24
BOWL POLYCARBONATE ORANGE 10 cm	50

BOWL POLYCARBONATE PURPLE-SPARKLE 10 cm	50
BOWL POLYCARBONATE RED 10 cm	180
BOWL POLYCARBONATE WHITE 10 cm	1280
BOWL POLYCARBONATE YELLOW 10 cm	265
BOWL HARFIELD RED 24 cm	6
TRAY HARFIELD ROYAL BLUE 41 x 30 cm	40
TRAY HARFIELD BLACK 41 x 30 cm	12
TRAY HARFIELD LIME 41 x 30 cm	13
TRAY HARFIELD PURPLE 41 x 30 cm	2
SERVING PLATTER APPLE GREEN 28 x 13 cm	140
SERVING PLATTER BLUE 28 x 13 cm	25
SERVING PLATTER GREEN 28 x 13 cm	40
SERVING PLATTER ORANGE 28 x 13 cm	50
SERVING PLATTER PURPLE SPARKLE 28 x 13 cm	119
SERVING PLATTER RED 28 x 13 cm	116
SERVING PLATTER YELLOW 28 x 13 cm	106
MULTI-POT/PASTA BOWL APPLE GREEN 445 ml	240
MULTI-POT/PASTA BOWL GREEN 445 ml	30
MULTI-POT/PASTA BOWL LIME GREEN 445 ml	67
MULTI-POT/PASTA BOWL ORANGE 445 ml	17
MULTI-POT/PASTA BOWL PURPLE-SPARKLE 445 ml	56
MULTI-POT/PASTA BOWL RED 445 ml	115
MULTI-POT/PASTA BOWL ROYAL BLUE 445 ml	6
MULTI-POT/PASTA BOWL YELLOW 445 ml	30
MULTI-DISH POLYCARBONATE APPLE GREEN	241
MULTI-DISH POLYCARBONATE BLUE	15
MULTI-DISH POLYCARBONATE BLACK	20
MULTI-DISH POLYCARBONATE PURPLE-SPARKLE	40
MULTI-DISH POLYCARBONATE RED	90
MULTI-DISH POLYCARBONATE TRANSLUCENT AQUA	50
MULTI-DISH POLYCARBONATE YELLOW	60
TUMBLER POLYCARB. CLEAR 200 ml	110
TUMBLER POLYCARB. BLUE 200 ml	250
TUMBLER POLYCARB. LIME GREEN 200 ml	600
TUMBLER PURPLE SPARKLE 200 ml	50
TUMBLER POLYCARB TRANS RED 200 ml	250
JUG POLYCARBONATE CLEAR 2 Ltr	2
JUG POLYCARBONATE BLUE 1.1 Ltr	12
JUG POLYCARBONATE BLACK 1.1 Ltr	25
JUG POLYCARBONATE RED 1.1 Ltr	3
MEAL TRAY HARFIELD SMALL RED	130
SPOON LARGE POLYCARB. APPLE GREEN	4
SPOON LARGE POLYCARBONATE RED	15
SPOON LARGE POLYCARBONATE YELLOW	4
TONGS HARFIELD RED	13
TONGS HARFIELD YELLOW	4
TONGS BLUE 18 cm	19
TONGS BLACK 18 cm	15
TONGS GREEN 18 cm	51
TONGS LIME GREEN 18 cm	30

TONGS PURPLE 18 cm	40
TONGS RED 18 cm	20
TONGS YELLOW 18 cm	16
PLATE NEW DUO N/RIM GREEN/WHITE 23 cm	200
PLATE NEW DUO PURPLE/WHITE 23 cm	140
PLATE NEW DUO RED/WHITE 23 cm	200
OATMEAL NEW DUO GREEN/WHITE 17 cm	200
OATMEAL NEW DUO PURPLE/WHITE 17 cm	140
OATMEAL NEW DUO RED/WHITE 17 cm	200
PLATE ABSTRACT MULTI 23 cm	70
PLATE LIME & BLACK ABSTRACT SQUARES 23 cm	400
OATMEAL BOWL ABSTRACT MULTI 17 cm	50
OATMEAL BOWL LIME & BLACK ABSTRACT 17 cm	400
PLATE PEBBLES 23 cm	300
OATMEAL BOWL PEBBLES 17 cm	300
PLATE SWIRLS BLUE 17 cm	100
PLATE SWIRLS BLUE 23 cm	350
OATMEAL BOWL SWIRLS BLUE 17 cm	250
PLATE STRIPES LIME/BLACK 17 cm	100
TRAY LAMINATED ANTI-SLIP BLUE 37 x 26 cm	80
TRAY LAMINATED ANTI-SLIP GREEN 37 x 26 cm	206
TRAY LAMINATED ANTI-SLIP YELLOW 37 x 26 cm	150
THERMOMUG INSULATED WHITE 250 ml	30
TUMBLER ROLTEX CLEAR 250 ml (117)	100
KETTLE ELECTRIC GLOSS WHITE SABICHI 1.7 Ltr	1
KETTLE ELECTRIC 360 WHITE DEGREE SABICHI 1.7 Ltr	1
KNIFE SHARPENER CHANTRY	6
12 CUP BUN TIN NON STICK 31.5 x 23.8 x 1.3 cm	15
12 CUP MUFFIN PAN NON STICK 35 x 26.2 x 2.9 cm	93
PIZZA PAN PERFORATED NON STICK 32.9 (dia.) x 0.5 cm	164
COOLING RACK NON STICK 41 x 25 x 1.5 cm	1
URN ST.STEEL ELECTRIC 10 Ltr	1
URN ST.STEEL ELECTRIC 30 Ltr	1
AUTO FILL BOILER 11.5 Ltr DRAW BURCO	1
PLATE SCRAPER PLASTIC	29
SPATULA PLASTIC	17
FRYPAN (INDUCTION) PREMIUM ST. STEEL 24 cm	10
MILKPAN (INDUCTION) PREMIUM ST. STEEL 14 cm	1
SAUCEPAN (INDUCTION) WITH LID PREMIUM ST. STEEL 18 cm (2.	1
GRATER RECTANGULAR ST.STEEL 20 cm	5
GRATER RECTANGULAR ST.STEEL 23 cm	10
PIZZA CUTTER LARGE 10 cm	16
FLAN SERVER EMPIRE S/STEEL	11
TONGS SANDWICH EMPIRE S/STEEL	43
INDUCTION HOB (2.7 kW)	8
PLATE VENUS WHITE 24 cm	200
PLATE VENUS WHITE 18 cm	100
FORK DESSERT STAINLESS STEEL (Pk 12)	798
KNIFE DESSERT STAINLESS STEEL (Pk 12)	594
SPOON DESSERT STAINLESS STEEL (Pk 12)	673

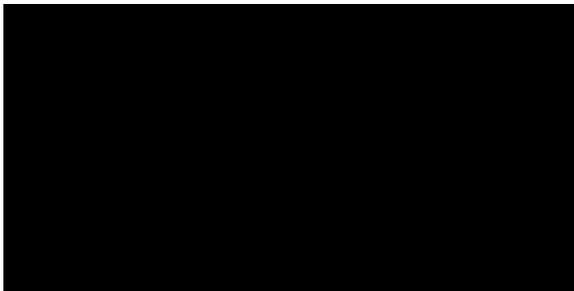
FORK TABLE STAINLESS STEEL (Pk 12)	55
SPOON TABLE STAINLESS STEEL (Pk 12)	1
SPOON TEA STAINLESS STEEL (Pk 12)	37
KNIFE INFANTS STAINLESS STEEL (Pk 12)	49
FORK INFANTS STAINLESS STEEL (Pk 12)	62
SPOON INFANTS STAINLESS STEEL (Pk 12)	52
DREDGER FLOUR STAINLESS STEEL	3
DREDGER SUGAR STAINLESS STEEL	7
BASIN S/STEEL EMPIRE 1 Ltr 20 cm	1
FISH SLICE EMPIRE S/STEEL	14
CHIP SCOOP EMPIRE S/STEEL	4
SPOON PLAIN EMPIRE S/STEEL 30 cm	40
SPOON PERF. EMPIRE S/STEEL 30 cm	8
LADLE EMPIRE S/STEEL 113 ml (4 oz)	13
COLANDER ST/STEEL EMPIRE 30 cm	5
COLANDER ST/STEEL EMPIRE 38 cm	11
BOILING POT (INDUCTION) WITH LID ST.STEEL 5 Ltr (22 cm)	1
BOILING POT (INDUCTION) WITH LID ST.STEEL 7 Ltr (24 cm)	2
BOILING POT (INDUCTION) WITH LID ST.STEEL 11 Ltr (28 cm)	6
KNIFE COOKS BLACK 20 cm	8
KNIFE PARING BLACK 8 cm	2
KNIFE TOMATO/UTILITY BLACK 11 cm	31
KNIFE BREAD/CARVING (SERRATED) BLACK 20 cm	1
KNIFE COOKS BLACK 16 cm	2
KNIFE COOKS BLACK 20 cm	5
KNIFE COOKS RED 21 cm	1
KNIFE COOKS WHITE 21 cm	2
KNIFE PARING BLACK 10 cm	14
PARING KNIFE RED 7.5 cm	1
KNIFE UTILITY SERRATED BLACK 10 cm	2
KNIFE COOKS BLACK 25 cm	1
KNIFE COUNTER WHITE 20 cm	4
PALETTE KNIFE WHITE 20 cm	8
SCISSORS KITCHEN BLACK HANDLE	35
SCISSORS KITCHEN RED HANDLE	1
STOCKPOT H/D ST/STEEL 24 x 20 cm (8 Ltr)	1
SAUCEPAN H/D ST/STEEL 16 cm (1.9 Ltr)	1
LID FOR SAUCEPAN H/D ST/ST. 16 cm	1
DOUBLE BOILER STAINLESS STEEL 9 Ltr	1
SPATULA ELVEO 350mm	2
SPATULA ELVEO 450mm	2
PORTIONER BONZER SIZE 16 ROYAL (59 ml)	23
TIN OPENER & CLAMP BONZER CLASSIC 41 cm	11
TIN OPENER & CLAMP BONZER CLASSIC 62 cm	1
KNIFE BREAD SERRATED VICTORINOX 21 cm	4
KNIFE UTILITY BLACK VICTORINOX 11 cm	2
KNIFE PARING BLACK VICTORINOX 10 cm	5
SPARE LID FOR STOCKPOT H/D S/ST. 24 cm	1
CLOCK KITCHEN	1
PASTRY CUTTERS FLUTED 10 cm (Pk 11)	1

PLATFORM TRUCK - FOLDING	1
FLOOR MAT FATIGUE RELIEF 91 x 122 cm	1
BRUSH PASTRY PLASTIC H/D 2.5 cm	13
BRUSH PASTRY LARGE PLASTIC H/D 5 cm	2
BRUSH PASTRY (BLUE BRISTLE) 2.5 cm	6
BRUSH PASTRY SILICONE BRISTLE 2.5 cm	1
HAND MIXER KENWOOD HM520 (250W)	1
COFFEE POT INSULATED BLACK 1.1 Ltr	3
COFFEE POT INSULATED WHITE 1.1 Ltr	7
COFFEE POT INSULATED BLACK 2.0 Ltr	25
COFFEE POT INSULATED WHITE 2.0 Ltr	32
STRAINER CONICAL S/STEEL 18 cm	1
SCOOP ALUMINIUM 682 ml (24 oz)	5
SCOOP PLASTIC 23 cm	8
STRAINER ROUND WIRE MESH 23 cm	1
CHOPPING BOARD GREEN 35 x 25 cm	15
CHOPPING BOARD RED 35 x 25 cm	15
CHOPPING BOARD WHITE 35 x 25 cm	25
TONGS HAMBURGER 23.5 cm	16
TONGS ALL PURPOSE ST./ST. (GREEN HANDLE) 23 cm	4
TONGS ALL PURPOSE ST./ST. (RED HANDLE) 23 cm	1
TONGS ALL PURPOSE ST./ST. (BLACK HANDLE) 30 cm	2
G/NORM CERAMIC RED 1/1 x 60 mm	1
G/NORM CERAMIC RED 1/2 x 60 mm	2
G/NORM CERAMIC RED 1/3 x 60 mm	4
GASTRONORM LID HALF SIZE RED	2
GASTRONORM LID THIRD SIZE RED	4
WHISK BALLOON S/STEEL 25 cm	13
WHISK BALLOON S/STEEL 30 cm	1
WHISK BALLOON S/STEEL 36 cm	4
WHISK BALLOON S/STEEL 46 cm	15
DISPLAY CLIP ADJUSTABLE ARM 10 x 8 cm (PK 5)	10
RACK/STAND PIZZA (11 SHELF)	13
FRYPAN (INDUCTION) STAINLESS STEEL 20 cm	1
BOILING POT (TALL) WITH LID ST/STEEL 16 ltr	1
BOILING POT (TALL) WITH LID ST/STEEL 24 Ltr	1
SPOON HIGH HEAT 30 cm	10
GASTRONORM PERF. EMPIRE 1/1 x 20 mm	2
GASTRONORM EMPIRE 1/1 x 65 mm	8
GASTRONORM PERF. EMPIRE 1/1 x 65 mm	2
GASTRONORM EMPIRE 1/1 x 100 mm	3
GASTRONORM EMPIRE 1/2 x 65 mm	7
GASTRONORM EMPIRE (PERFORATED) 1/2 x 65 mm	3
GASTRONORM EMPIRE 1/2 x 100 mm	8
GASTRONORM EMPIRE (PERFORATED) 1/2 x 100 mm	4
GASTRONORM EMPIRE 1/3 x 65 mm	2
GASTRONORM EMPIRE 1/3 x 100 mm	4
GASTRONORM EMPIRE 1/6 x 65 mm	35
GASTRONORM EMPIRE 1/9 x 65 mm	8
LID G/NORM EMPIRE 1/6 SIZE	25

LID G/NORM EMPIRE 1/9 SIZE	4
CUTTERS PASTRY FLUTED (Pk 3)	16
TIN OPENER BUTTERFLY	2
BOILING POT MEDIUM DUTY WITH LID 22 cm 5.5 Ltr	1
BOILING POT MEDIUM DUTY WITH LID 28 cm 11.5 Ltr	1
BOILING POT MEDIUM DUTY WITH LID 36 cm 24.5 Ltr	6
BOILING POT GROUND BASE WITH LID 22 cm 5.5 Ltr	2
BOILING POT GROUND BASE WITH LID 24 cm 7.0 Ltr	7
BOILING POT GROUND BASE WITH LID 28 cm 11.5 Ltr	1
BOILING POT GROUND BASE WITH LID 30 cm 14.0 Ltr	10
PORRINGER M/D & SPOUT 9.0 Ltr	1
PORRINGER M/D & SPOUT 13.6 Ltr	5
PORRINGER GROUND BASE 6.8 Ltr	1
PORRINGER GROUND BASE 13.6 Ltr	2
SCALES SALTER DISC ELECTRONIC GREEN 1046 (5 kg)	10
SCALES CATERING ELECTRONIC (405) 15 kg	107
TRAY BLACK PLASTIC 30 x 23 cm	233
TRAY WHITE PLASTIC 36 x 25 cm	20
RINSING BASKET NYLON FOR 12 PLATES	5
RINSING BASKET B/C LARGE WITH LID	9
STOCKPOT LID H/D ST/STEEL 24 cm	1
CUTLERY BASKET PLASTIC SQUARE WHITE	12
STOCKPOT H/D ST/STEEL 24 x 24 cm (10.5 Ltr)	1
STICK BLENDER ROBOT COUPE MINI MP 240 V.V. 270W	1
CART UTILITY X-TRA RUBBERMAID GREY	2
SPATULA RUBBER 24 cm	10
SPATULA RUBBER 35 cm	2
SPATULA RUBBER 41 cm	7
SPOON-SHAPED SPATULA HI-HEAT 36 cm	4
ROLLING PIN PLASTIC 15 cm	15
CHOPPING BOARD PREMIER GREEN 30 x 23 x 1.2 cm	2
CHOPPING BOARD PREMIER RED 30 x 23 x 1.2 cm	1
CHOPPING BOARD PREMIER WHITE 30 x 23 x 1.2 cm	3
CHOPPING BOARD HIGH DENSITY BLUE 46 x 30 x 1.2 cm	5
CHOPPING BOARD HIGH DENSITY BROWN 46 x 30 x 1.2 cm	7
CHOPPING BOARD HIGH DENSITY GREEN 46 x 30 x 1.2 cm	37
CHOPPING BOARD HIGH DENSITY RED 46 x 30 x 1.2 cm	15
CHOPPING BOARD HIGH DENSITY WHITE 46 x 30 x 1.2 cm	35
CHOPPING BOARD HIGH DENSITY YELLOW 46 x 30 x 1.2 cm	12
CHOPPING BOARD PREMIER GREEN 61 x 46 x 1.2 cm	5
CHOPPING BOARD PREMIER RED 61 x 46 x 1.2 cm	1
CHOPPING BOARD PREMIER WHITE 61 x 46 x 1.2 cm	5
CHOPPING BOARD PREMIER YELLOW 61 x 46 x 1.2 cm	2
CHOPPING BOARD PREMIER YELLOW 46 x 30 x 1.2 cm	1
CHOPPING BOARD WALL CHART SELF ADHESIVE	2
ROLLING PIN PLASTIC 41 cm	7
CHOPPING BOARD STAND DELUXE	7
MOORWOOD VULCAN M LINE FRYER BASKET	2
CHOPPING BOARD RED/WHITE 35 cm	10
LEMON SQUEEZER STEWART	5

JUG MEASURING PLASTIC STEWART 0.5 Ltr	1
JUG MIXER/MEASURING STEWART 2.0 Ltr	12
TRAY CUTLERY H/D GREY 4 SECTION	12
TRAY CUTLERY H/D BLACK 4 SECTION	2
JUG MEASURING PLASTIC STEWART 2.2 Ltr	6
KETTLE AUTO ST. STEEL 4.1 Ltr	2
GARLIC PRESS WITH STONER	3
BASKET FRUIT CURVED 36x16x43cm	1
BASKET FRUIT 3 TIER 30.5 x 30.5 x 42cm	5
BOWL MELAMINE BLACK 380x125x40 mm	4
BOWL MELAMINE LIGHT GREEN 380x125x40 mm	1
BOWL MELAMINE WHITE 380x125x40 mm	1
BOWL MELAMINE YELLOW 380x125x40 mm	8
BOWL MELAMINE WHITE 305x250x76 mm	16
BOWL MELAMINE BLACK 125x125x75 mm	4
BOWL MELAMINE LIGHT GREEN 125x125x75 mm	4
BOWL MELAMINE ORANGE 125x125x75 mm	4
BOWL MELAMINE RED 125x125x75 mm	5
BOWL MELAMINE WHITE 125x125x75 mm	5
BOWL MELAMINE YELLOW 255x255x40 mm	1
BOWL MELAMINE BLACK 225x125x75 mm	1
BOWL MELAMINE LIGHT GREEN 225x125x75 mm	5
BOWL MELAMINE GREY 225x125x75 mm	3
BOWL MELAMINE YELLOW 225x125x75 mm	1
BOWL MELAMINE BLACK 380x125x75 mm	2
BOWL MELAMINE LIGHT GREEN 380x125x75 mm	8
BOWL MELAMINE GREY 380x125x75 mm	1
BOWL MELAMINE YELLOW 380x125x75 mm	1
BOWL MELAMINE BLACK 250x250x75 mm	1
BOWL MELAMINE GREY 250x250x75 mm	1
BOWL MELAMINE ORANGE 250x250x75 mm	2
BOWL MELAMINE YELLOW 250x250x75 mm	2
TRAY MELAMINE WHITE 1/1 x 20 mm	10
TRAY MELAMINE BLACK 1/1 x 20 mm	4
STAINLESS STEEL BEVERAGE DISPENSER WITH INFUSER 9.5 Ltr	5
THERMOMETER FRIDGE/FREEZER	22
THERMOMETER FRIDGE/FREEZER HEAVY DUTY	1
CLING FILM REFILL 45 cm (w) x 300 M	8
LADLE MELAMINE BLACK	18
LADLE MELAMINE GREEN	2
LADLE MELAMINE RED	3
LADLE MELAMINE WHITE	2
LADLE MELAMINE YELLOW	20
SPATULA TURNER MELAMINE BLACK	18
SPATULA TURNER MELAMINE GREEN	8
SPATULA TURNER MELAMINE RED	3
SPATULA TURNER MELAMINE WHITE	2
SPATULA TURNER MELAMINE YELLOW	14
SPOON PLAIN MELAMINE BLACK	18
SPOON PLAIN MELAMINE GREEN	2

SPOON PLAIN MELAMINE RED	3
SPOON PLAIN MELAMINE WHITE	2
SPOON PLAIN MELAMINE YELLOW	20
SPOON PERFORATED MELAMINE BLACK	18
SPOON PERFORATED MELAMINE GREEN	8
SPOON PERFORATED MELAMINE RED	3
SPOON PERFORATED MELAMINE WHITE	2
SPOON PERFORATED MELAMINE YELLOW	14
STORAGE BOX LARGE 59 x 29 x 41 cm	10
LID FOR LARGE STORAGE BOX	11
STORAGE BOX MEDIUM 50 x 25 x 35 cm	18
LID FOR MEDIUM STORAGE BOX	13
BOX STORAGE SMALL 40 x 20 x 28 cm	6
LID FOR SMALL STORAGE BOX	2
BOX FRIDGE FREEZER 27 x 20 x 11 cm (4 Ltr)	66
BOX FRIDGE FREEZER 21 x 15 x 8 cm (1.5 Ltr)	11
BOX FRIDGE FREEZER 24 x 10 x 17 cm (2 Ltr)	2
BOX FRIDGE FREEZER 30 x 30 x 18 cm (10 Ltr)	113
JUG MIXER/MEASURING 2 Ltr (3.5 Pt)	13
MIXING BOWL PLASTIC 15 cm (1.0 Ltr)	10
MIXING BOWL PLASTIC 20 cm (2.2 Ltr)	65
MIXING BOWL PLASTIC 25 cm (4.0 Ltr)	41
MIXING BOWL PLASTIC 30 cm	41
JUG MEASURING PLASTIC 0.5 Ltr	4
JUG MEASURING PLASTIC 1.1 Ltr	21
COLANDER PLASTIC CREAM 23 cm	5
MARKER PENS ASSORTED FAT 15 mm NIB (Pk 8)	4
WHISK HEAVY DUTY WIRE 46 cm	1
POTATO MASHER H/D WIRE 34 cm	1
SAUCEPAN & LID (M/D) 25 cm (7.0 Ltr)	1
SAUCEPAN & LID (M/D) 28 cm (11.5 Ltr)	1
PEELER SWIVEL (U-SHAPED) ALL METAL	6
STRAINER NYLON MESH 22 cm	1
PORTIONER ECONOMY S/STEEL SIZE 12 (82 ml)	1
PORTIONER ECONOMY S/STEEL SIZE 16 (60 ml)	4
CHOPPING BOARD LOW DENSITY BLUE 46 cm	1
CHOPPING BOARD LOW DENSITY GREEN 46 cm	3
CHOPPING BOARD LOW DENSITY RED 46 cm	2
CHOPPING BOARD LOW DENSITY WHITE 46 cm	4
CHOPPING BOARD LOW DENSITY YELLOW 46 cm	1
TONGS SPAGHETTI S/STEEL	5
PEA-LADLE S/STEEL 6.5 cm	15
FRYPAN NON-STICK 32 cm	1



Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

9th July 2019

Dear Bidder

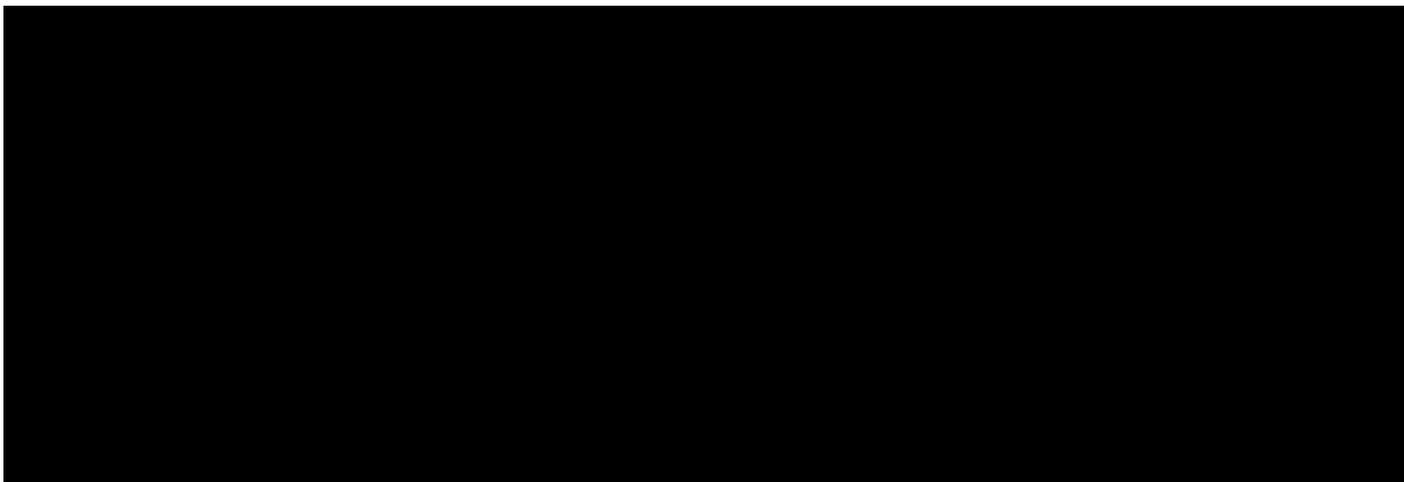
**RMCS 026 – SUPPLY & DELIVERY OF KITCHEN EQUIPMENT & LIGHT EQUIPMENT
LOT A – KITCHEN DISPOSABLES**

SHROPSHIRE COUNCIL

SUBJECT TO CONTRACT

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

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



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

Criteria	Your Score	
Price Q 1.1 (out of 40 marks)		



Price Q 1.2 (out of 20 marks)	
Price Q 1.3 (out of 20 marks)	
Price Q 1.4 (out of 20 marks)	
Price Q 1.5 (out of 500 marks)	
Quality	
Overall	

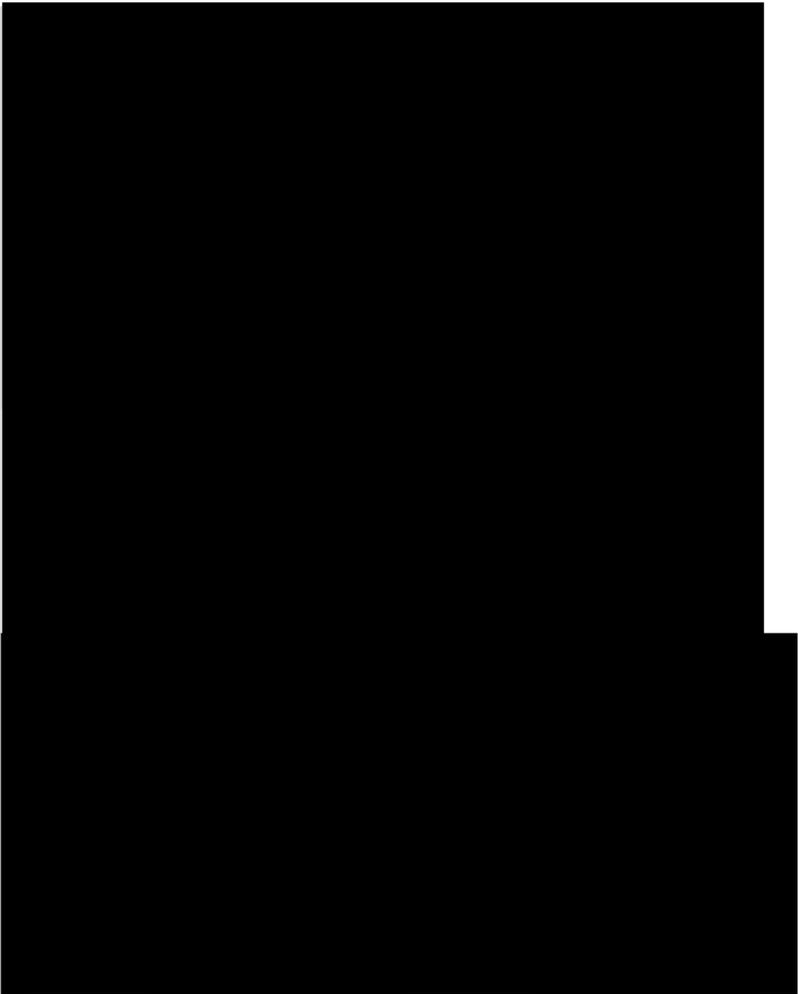
For your further information, we would confirm that your quality submission was scored against the published scoring scheme and the stated award criteria and received the marks set out:

LOT A - Quality (400 max marks)			Nobisco				
Section / Question No	Award Criteria	Weighting	Question Marks	Weighted Marks	Highest Scored Question Marks	Highest Scored Weighted Marks	Justifications
Section C / Q 2.1	Added Value	6					
Section C / Q 2.2	Managing Client Relationship	3					

Section C / Q 2.3	Placing Orders	3
Section C / Q 2.4	Timescales	4
Section C / Q 2.5	Mobilisation	3
Section C / Q 2.6	Payment System	2
Section C / Q 2.7	Distribution (location)	2
Section C / Q 2.8	Distribution (location)	3
Section C / Q 2.9	Distribution (vehicles)	1
Section C / Q 2.10	Quality Control	5



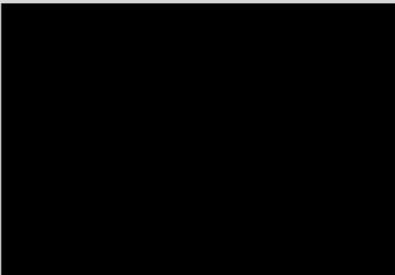
Section C / Q 2.11	Complaints Procedure	3
Section C / Q 2.12	Warranty>Returns	3
Section C / Q 2.13	Social Value Proposals	2



TOTAL SCORE

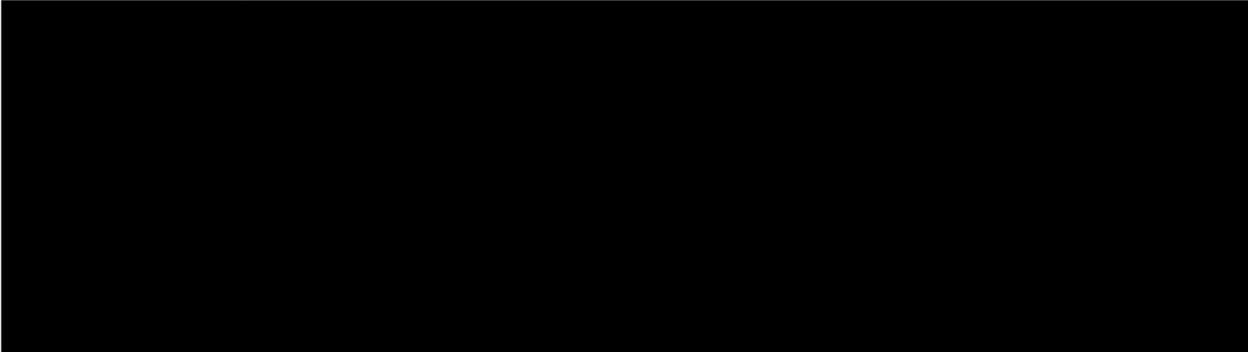
**TOTAL WEIGHTED
SCORE**

RANK



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

Yours faithfully





Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

9th July 2019

Dear Bidder

**RMCS 026 – SUPPLY & DELIVERY OF KITCHEN EQUIPMENT & LIGHT EQUIPMENT
LOT B – LIGHT EQUIPMENT**

SHROPSHIRE COUNCIL

SUBJECT TO CONTRACT

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

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

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

Criteria	Your Score	
Price Q 1.1 (out of 40 marks)		

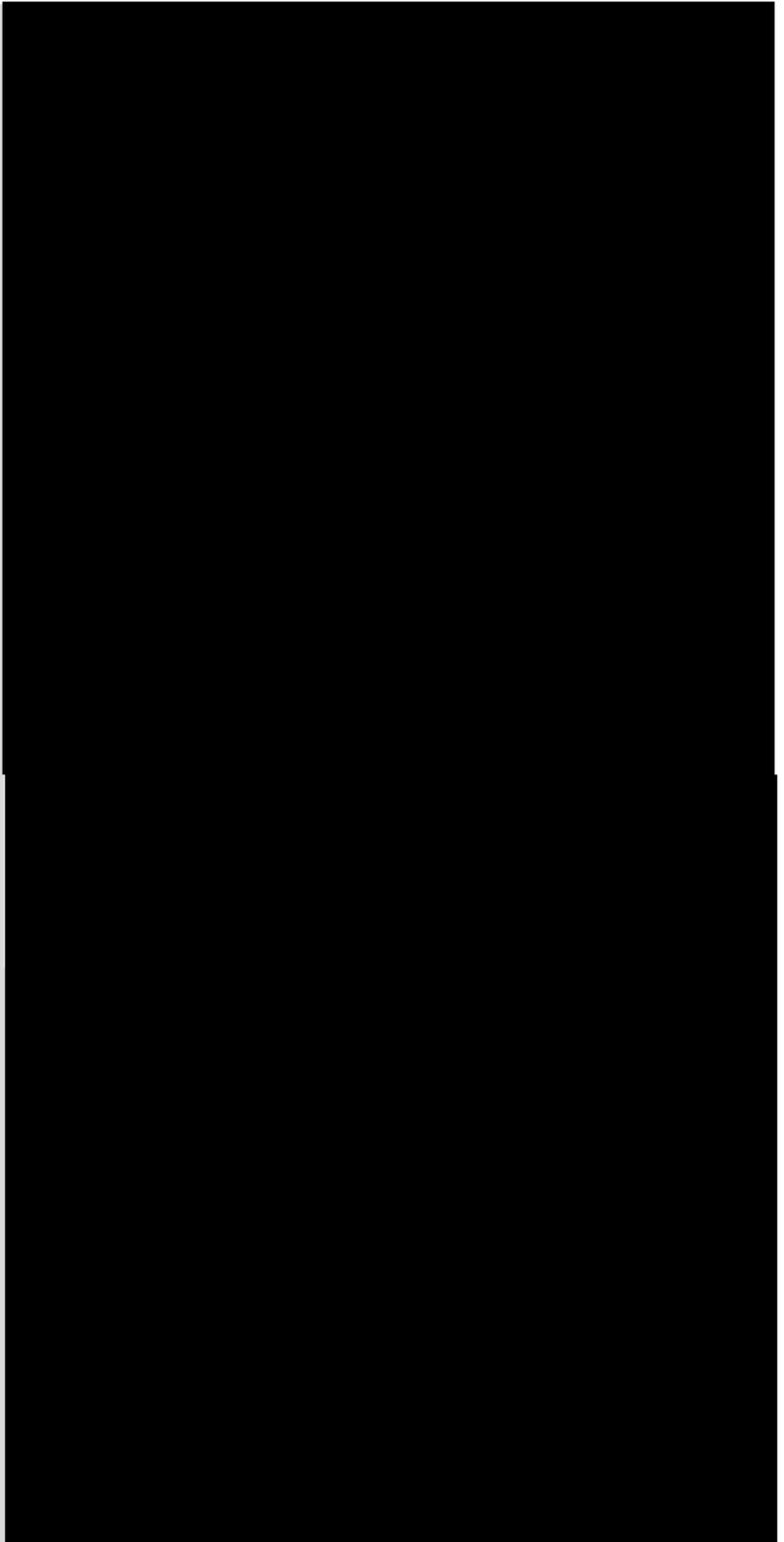


Price Q 1.2 (out of 20 marks)	
Price Q 1.3 (out of 20 marks)	
Price Q 1.4 (out of 20 marks)	
Price Q 1.5 (out of 500 marks)	
Quality	
Overall	

For your further information, we would confirm that your quality submission was scored against the published scoring scheme and the stated award criteria and received the marks set out:

LOT B - Quality (400 max marks)		W. V. Howe					
Section / Question No	Award Criteria	Weighting	Question Marks	Weighted Marks	Highest Scored Question Marks	Highest Scored Weighted Marks	Justifications
Section C / Q 2.1	Added Value	6					
Section C / Q 2.2	Managing Client Relationship	3					
Section C / Q 2.3	Placing Orders	3					
Section C / Q 2.4	Timescales	4					

Section C / Q 2.5	Mobilisation	3
Section C / Q 2.6	Payment System	2
Section C / Q 2.7	Distribution (location)	2
Section C / Q 2.8	Distribution (location)	3
Section C / Q 2.9	Distribution (vehicles)	1
Section C / Q 2.10	Quality Control	5
Section C / Q 2.11	Complaints Procedure	3
Section C / Q 2.12	Warranty>Returns	3



Section C / Q 2.13	Social Value Proposals	2	[REDACTED]
TOTAL SCORE			[REDACTED]
TOTAL WEIGHTED SCORE			[REDACTED]
RANK			[REDACTED]

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

Yours faithfully

[REDACTED]