

RMC 016 (1) - The supply and delivery of greengroceries



EUROPEAN UNION

Publication of Supplement to the Official Journal of the European Union

2, rue Mercier, L-2985 Luxembourg Fax (352) 29 29-42670

E-mail: ojs@publications.europa.eu Info & on-line forms: <http://simap.europa.eu>**CONTRACT NOTICE****SECTION I: CONTRACTING AUTHORITY****I.1) NAME, ADDRESSES AND CONTACT POINT(S)****Official name:** [Shropshire Council](#)**Postal address:** [Shirehall, Abbey Foregate](#)Town: [SHREWSBURY](#)Postal code: [SY2 6ND](#)Country: [United Kingdom](#)**Contact point(s):**Telephone: [+44 1743252993](#)For the attention of: [Nigel Denton, Procurement Manager](#)Email: procurement@shropshire.gov.ukFax: [+44 1743255901](#)**Internet address(es) (if applicable)**General address of the contracting authority (URL): www.Shropshire.gov.uk

Address of the buyer profile (URL):

Further information can be obtained at:

- As in above-mentioned contact point(s)
 Other: please complete Annex A.I

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained at:

- As in above-mentioned contact point(s)
 Other: please complete Annex A.II

Tenders or requests to participate must be sent to:

- As in above-mentioned contact point(s)
 Other: please complete Annex A.III

RMC 016 (1) - The supply and delivery of greengroceries

I.2) TYPE OF THE CONTRACTING AUTHORITY AND MAIN ACTIVITY OR ACTIVITIES

- | | |
|--|--|
| <input type="radio"/> Ministry or any other national or federal authority, including their regional or local sub-divisions | <input checked="" type="radio"/> General public services |
| <input type="radio"/> National or federal agency/office | <input type="radio"/> Defence |
| <input checked="" type="radio"/> Regional or local authority | <input type="radio"/> Public order and safety |
| <input type="radio"/> Regional or local agency/office | <input type="radio"/> Environment |
| <input type="radio"/> Body governed by public law | <input type="radio"/> Economic and financial affairs |
| <input type="radio"/> European institution/agency or international organisation | <input type="radio"/> Health |
| <input type="radio"/> Other (<i>please specify</i>): | <input type="radio"/> Housing and community amenities |
| | <input type="radio"/> Social protection |
| | <input type="radio"/> Recreation, culture and religion |
| | <input type="radio"/> Education |
| | <input type="radio"/> Other (<i>please specify</i>): |

The contracting authority is purchasing on behalf of other contracting authorities:

- yes no

RMC 016 (1) - The supply and delivery of greengroceries

SECTION II: OBJECT OF THE CONTRACT

II.1) DESCRIPTION

II.1.1) Title attributed to the contract by the contracting authority

RMC 016 (1) - The supply and delivery of greengroceries

II.1.2) Type of contract and location of works, place of delivery or of performance

(Choose one category only - works, supplies or services - which corresponds most to the specific object of your contract or purchase(s))

<input type="radio"/> (a) Works <input type="radio"/> Execution <input type="radio"/> Design and execution <input type="radio"/> Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities	<input checked="" type="radio"/> (b) Supplies <input checked="" type="radio"/> Purchase <input type="radio"/> Lease <input type="radio"/> Rental <input type="radio"/> Hire purchase <input type="radio"/> A combination of these	<input type="radio"/> (c) Services Service category No (For service categories 1-27, please see Annex II of Directive 2004/18/EC)
Main site or location of works	Main place of delivery Shropshire, Worcestershire and Telford NUTS code	Main place of performance

II.1.3) The notice involves

- A public contract
 The establishment of a framework agreement
 The setting up of a dynamic purchasing system (DPS)

II.1.4) Information on framework agreement (if applicable)

<input checked="" type="radio"/> Framework agreement with several operators Number OR, if applicable, maximum number of participants to the framework agreement envisaged 4	<input type="radio"/> Framework agreement with a single operator
---	--

Duration of the framework agreement:

Duration in year(s): 4 or month(s):

Justification for a framework agreement, the duration of which exceeds four years:

Estimated total value of purchases for the entire duration of the framework agreement (if applicable; give figures only):	
Estimated value excluding VAT: 1 518 000,00	Currency: GBP
OR Range: between and	Currency:
Frequency and value of the contracts to be awarded: (if known):	

RMC 016 (1) - The supply and delivery of greengroceries

II.1.5) Short description of the contract or purchase(s)

A framework arrangement for the supply and distribution of greengroceries to Shropshire Council for an initial period of 2 years commencing 1 January 2012 with an option to extend for a further 2 year period. Shropshire Council is seeking a contractor or more than one contractor to supply and distribute greengroceries to their establishments (mainly schools) in the following areas:

S1 North Shropshire (24 establishments)

S2 Oswestry (8 establishments)

S3 Shrewsbury (50 establishments)

S4 Telford & Bridgnorth (22 establishments)

S5 South Shropshire (21 establishments)

S6 Worcestershire (15 establishments)

Tenderers may apply for one, more than one or all of the above area lots.

RMC 016 (1) - The supply and delivery of greengroceries**II.1.6) Common procurement vocabulary (CPV)**

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15330000	

II.1.7) Contract covered by the Government Procurement Agreement (GPA)

yes no

II.1.8) Division into lots (for information about lots, use Annex B as many times as there are lots)

yes no

If **yes**, tenders should be submitted for (tick one box only)

one lot only

one or more lots

all lots

II.1.9) Variants will be accepted

yes no

II.2) QUANTITY OR SCOPE OF THE CONTRACT**II.2.1) Total quantity or scope** (including all lots and options, if applicable)

[See tender documents](#)

If applicable, estimated value excluding VAT (give figures only): 1 518 000,00		Currency: GBP
OR Range: between	and	Currency:

II.2.2) Options (if applicable)

yes no

If **yes**, description of these options:

If known, provisional timetable for recourse to these options:		
in months:	or days:	(from the award of the contract)
Number of possible renewals (if any):		or Range: between and
If known, in the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:		
in months:	or days:	(from the award of the contract)

II.3) DURATION OF THE CONTRACT OR TIME-LIMIT FOR COMPLETION

Duration in months:	or days:	(from the award of the contract)
OR Starting	01/01/2012 (dd/mm/yyyy)	
Completion	31/12/2016 (dd/mm/yyyy)	

RMC 016 (1) - The supply and delivery of greengroceries

SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) CONDITIONS RELATING TO THE CONTRACT

III.1.1) Deposits and guarantees required (if applicable)

[See tender documentation](#)

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions regulating them

[See tender documentation](#)

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded (if applicable)

[Joint and severable liability](#)

III.1.4) Other particular conditions to which the performance of the contract is subject (if applicable)

yes no

If **yes**, description of particular conditions

III.2) CONDITIONS FOR PARTICIPATION

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers

Information and formalities necessary for evaluating if requirements are met:

[See tender documentation](#)

III.2.2) Economic and financial capacity

Information and formalities necessary for evaluating if requirements are met:

[See tender documentation](#)

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

III.2.3) Technical capacity

Information and formalities necessary for evaluating if requirements are met:

[See tender documentation](#)

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

III.2.4) Reserved contracts (if applicable)

yes no

The contract is restricted to sheltered workshops

The execution of the contract is restricted to the framework of sheltered employment programmes

RMC 016 (1) - The supply and delivery of greengroceries

III.3) CONDITIONS SPECIFIC TO SERVICES CONTRACTS**III.3.1) Execution of the service is reserved to a particular profession**

yes no

If yes,reference to the relevant law, regulation or administrative provision:

III.3.2) Legal entities should indicate the names and professional qualifications of the staff responsible for the execution of the service

yes no

RMC 016 (1) - The supply and delivery of greengroceries

SECTION IV: PROCEDURE

IV.1) TYPE OF PROCEDURE

IV.1.1) Type of procedure

<input checked="" type="radio"/> Open	
<input type="radio"/> Restricted	
<input type="radio"/> Accelerated restricted	Justification for the choice of accelerated procedure:
<input type="radio"/> Negotiated	<p>Candidates have already been selected</p> <p><input type="radio"/> yes <input type="radio"/> no</p> <p>If yes, provide names and addresses of economic operators already selected under Section VI.3) <i>Additional information</i></p>
<input type="radio"/> Accelerated negotiated	Justification for the choice of accelerated procedure:
<input type="radio"/> Competitive dialogue	

IV.1.2) Limitations on the number of operators who will be invited to tender or to participate (*restricted and negotiated procedures, competitive dialogue*)

Envisaged number of operators
OR Envisaged minimum number and , <i>if applicable</i> , maximum number
Objective criteria for choosing the limited number of candidates:

IV.1.3) Reduction of the number of operators during the negotiation or dialogue (*negotiated procedure, competitive dialogue*)

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated

yes no

RMC 016 (1) - The supply and delivery of greengroceries

IV.2) AWARD CRITERIA

IV.2.1) Award criteria (please tick the relevant box(es))

Lowest price

OR

The most economically advantageous tender in terms of

the criteria stated below (the award criteria should be given with their weighting or in descending order of importance where weighting is not possible for demonstrable reasons)

the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

Criteria	Weighting	Criteria	Weighting
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

IV.2.2) An electronic auction will be used

yes no

If yes, additional information about electronic auction (if appropriate)

IV.3) ADMINISTRATIVE INFORMATION

IV.3.1) File reference number attributed by the contracting authority (if applicable)

RMC 016(1)

IV.3.2) Previous publication(s) concerning the same contract

yes no

If yes,

<input type="radio"/> Prior information notice	<input type="radio"/> Notice on a buyer profile
Notice number in OJ:	of (dd/mm/yyyy)
<input type="radio"/> Other previous publications (if applicable)	

IV.3.3) Conditions for obtaining specifications and additional documents (except for a DPS) or descriptive document (in the case of a competitive dialogue)

Time limit for receipt of requests for documents or for accessing documents	
Date: 26/10/2011 (dd/mm/yyyy)	Time:
Payable documents	
<input type="radio"/> yes <input checked="" type="radio"/> no	
If yes, price (give figures only):	Currency:
Terms and method of payment:	

RMC 016 (1) - The supply and delivery of greengroceries

IV.3.4) Time-limit for receipt of tenders or requests to participate

Date: 27/10/2011 (dd/mm/yyyy) Time: 12:00

IV.3.5) Date of dispatch of invitations to tender or to participate to selected candidates (if known) (in the case of restricted and negotiated procedures, and competitive dialogue)

Date: (dd/mm/yyyy)

IV.3.6) Language(s) in which tenders or requests to participate may be drawn up

ES CS DA DE ET EL EN FR IT LV LT HU MT NL PL PT SK SL FI SV BG GA RO

Other:

IV.3.7) Minimum time frame during which the tenderer must maintain the tender (open procedure)

Until: (dd/mm/yyyy)

OR Duration in month(s): OR days: (from the date stated for receipt of tender)

IV.3.8) Conditions for opening tenders

Date: (dd/mm/yyyy) Time:

Place (if applicable):

Persons authorised to be present at the opening of tenders (if applicable)

yes no

RMC 016 (1) - The supply and delivery of greengroceries

SECTION VI: COMPLEMENTARY INFORMATION**VI.1) THIS IS A RECURRENT PROCUREMENT** *(if applicable)*

yes no

If **yes**, estimated timing for further notices to be published: **4 years**

VI.2) CONTRACT RELATED TO A PROJECT AND/OR PROGRAMME FINANCED BY EU FUNDS

yes no

If **yes**, reference to project(s) and/or programme(s):

VI.3) ADDITIONAL INFORMATION *(if applicable)*

The contracting authority reserves the right not to award a contract or to award any option(s) it so wishes. Closing date for receipt of tenders is 12 noon, 27 October 2011. Applicants wishing to tender for this requirement should request a tender pack in writing or by email to procurement@shropshire.gov.uk as set out in para 1.1 above.

VI.4) PROCEDURES FOR APPEAL**VI.4.1) Body responsible for appeal procedures**

Official name: [See VI.4.2 below](#)

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

Body responsible for mediation procedures *(if applicable)*

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

VI.4.2) Lodging of appeals *(please fill heading VI.4.2 OR if need be, heading VI.4.3)*

Precise information on deadline(s) for lodging appeals:

The Contracting Authorities will incorporate a minimum 10 calendar day standstill period at the point information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. Applicants have 2 working days from the notification of the award decision to request additional debriefing and that information has to be provided a minimum of 3 working days before the expiry of the standstill period. Such additional information should be requested from the contact in Section 1.1. If an appeal regarding the award of a contract has not been successfully resolved the Public Contracts Regulations 2006 (S1 2006 No 5) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England and Wales).

RMC 016 (1) - The supply and delivery of greengroceries

VI.4.3) Service from which information about the lodging of appeals may be obtainedOfficial name: [See VI.4.2 above](#)

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

VI.5) DATE OF DISPATCH OF THIS NOTICE:[05/09/2011 \(dd/mm/yyyy\)](#)

RMC 016 (1) - The supply and delivery of greengroceries

ANNEX A**ADDITIONAL ADDRESSES AND CONTACT POINTS****I) ADDRESSES AND CONTACT POINTS FROM WHICH FURTHER INFORMATION CAN BE OBTAINED**

Official name:

Postal address:

Town:

Postal code:

Country:

Contact point(s):

Telephone:

For the attention of:

Email:

Fax:

Internet address (URL):

II) ADDRESSES AND CONTACT POINTS FROM WHICH SPECIFICATIONS AND ADDITIONAL DOCUMENTS (INCLUDING DOCUMENTS FOR COMPETITIVE DIALOGUE AS WELL AS A DYNAMIC PURCHASING SYSTEM) CAN BE OBTAINED

Official name:

Postal address:

Town:

Postal code:

Country:

Contact point(s):

Telephone:

For the attention of:

Email:

Fax:

Internet address (URL):

III) ADDRESSES AND CONTACT POINTS TO WHICH TENDERS/REQUESTS TO PARTICIPATE MUST BE SENTOfficial name: [Democratic Services Manager, Shropshire Council](#)Postal address: [Shirehall, Abbey Foregate](#)Town: [Shrewsbury](#)Postal code: [SY2 6ND](#)Country: [United Kingdom](#)**Contact point(s):**Telephone: [+44 1743252993](#)For the attention of: [Democratic Services Manager, Legal & Democratic Services](#)

Email:

Fax: [+44 1743255901](#)

Internet address (URL):

RMC 016 (1) - The supply and delivery of greengroceries

ANNEX B (1)

INFORMATION ABOUT LOTS

LOT NO 1 TITLE **S1 - North Shropshire**

1) SHORT DESCRIPTION

Supply and delivery of greengroceries

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15330000	

3) QUANTITY OR SCOPE

<i>If applicable</i> , estimated value excluding VAT (give figures only):	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION (if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 016 (1) - The supply and delivery of greengroceries

ANNEX B (2)

INFORMATION ABOUT LOTS

LOT NO 2 TITLE **Lot 2 - Oswestry**

1) SHORT DESCRIPTION

Supply and delivery of greengroceries

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15330000	

3) QUANTITY OR SCOPE

<i>If applicable, estimated value excluding VAT (give figures only):</i>	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION (if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 016 (1) - The supply and delivery of greengroceries

ANNEX B (3)

INFORMATION ABOUT LOTS

LOT NO 3 TITLE S3 - Shrewsbury

1) SHORT DESCRIPTION

Supply and delivery of greengroceries

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15330000	

3) QUANTITY OR SCOPE

<i>If applicable</i> , estimated value excluding VAT (give figures only):	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION (if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 016 (1) - The supply and delivery of greengroceries

ANNEX B (4)

INFORMATION ABOUT LOTS

LOT NO 4 TITLE **S4 - Telford & Bridgnorth**

1) SHORT DESCRIPTION

Supply and delivery of greengroceries

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15330000	

3) QUANTITY OR SCOPE

<i>If applicable, estimated value excluding VAT (give figures only):</i>	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION (if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 016 (1) - The supply and delivery of greengroceries

ANNEX B (5)

INFORMATION ABOUT LOTS

LOT NO 5 TITLE S5 - South Shropshire

1) SHORT DESCRIPTION

Supply and delivery of greengroceries

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15330000	

3) QUANTITY OR SCOPE

<i>If applicable</i> , estimated value excluding VAT (give figures only):	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION (if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 016 (1) - The supply and delivery of greengroceries

ANNEX B (6)

INFORMATION ABOUT LOTS

LOT NO 6 TITLE S6 - Worcester

1) SHORT DESCRIPTION

Supply and delivery of greengroceries

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15330000	

3) QUANTITY OR SCOPE

<i>If applicable</i> , estimated value excluding VAT (give figures only):	Currency:
OR Range: between and	Currency:

4) INDICATION ABOUT DIFFERENT DATE FOR DURATION OF CONTRACT OR STARTING/COMPLETION (if applicable)

Duration in months:	or days:	(from the award of the contract)
OR Starting	(dd/mm/yyyy)	
Completion	(dd/mm/yyyy)	

5) ADDITIONAL INFORMATION ABOUT LOTS



September 2011

Tel: (01743) 252993

Fax: (01743) 255901

RMC 016(1)

Please ask for: **Mr Nigel Denton**

Email: procurement@shropshire.gov.uk

Dear Sirs

**RMC 016(1) THE SUPPLY AND DELIVERY OF GREENGROCERIES
SHROPSHIRE COUNCIL**

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

1. Instructions for Tendering & Special Terms & Conditions
2. Shropshire Council General Terms and Conditions
3. Tender Specification and Tender Response Document
4. Schedule of Delivery Points
5. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

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

Returning of Tenders

- The deadline for returning tenders is **noon on 27th October 2011** any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders **cannot** be accepted if:

Personnel information

- Tenders are received by facsimilie or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

European Requirements

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

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

Freedom of Information

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

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

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully

-

Procurement Manager
Enc

SHROPSHIRE COUNCIL

GENERAL TERMS AND CONDITIONS

FOR THE SUPPLY OF

GOODS SERVICES AND WORKS

TABLE OF CONTENTS

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

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

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

1. **DEFINITIONS**

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

'Agreement'	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
“Council Data”	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
"Council Software"	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
"Council System"	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
“Council Representative”	the representative appointed by the Council
"Council"	means Shropshire Council
“Commercially Sensitive Information”	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;

“Confidential Information”	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Contractor System"	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
“EIR”	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
“Exempt Information”	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)

“FOIA”	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
“FOIA notice”	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
“Form Agreement” of	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
“Goods”	means all goods specified in the Agreement.
“Hazardous Goods”	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
“Law”	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Packages”	includes bags, cases, cylinders, drums, pallets and other containers
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
“Price”	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
“Public body”	as defined in the FOIA 2000
'Purchase Order'	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
“Receiving Party”	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response

“Regulatory Bodies”	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
“Request for Information”	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
"Security Policy"	the Council's security policy as updated from time to time;
“Services”	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
'Software"	Specially Written Software, Contractor Software and Third Party Software;
'Specially Written Software"	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales.
“Works”	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
‘Writing’	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

2. GENERAL

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

3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

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

4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

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

5. PRICE AND PAYMENT

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

- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 45 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- 5.5 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra; the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.7 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6. DELIVERY

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

- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.
- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

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

8. INSPECTION

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

9. REJECTION

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.

- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.
- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

10. TITLE - PASSING PROPERTY

- 10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.
- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.

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

11. THE COUNCIL'S OBLIGATIONS

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) co-operate with the Contractor;
 - b) provide the Contractor with any information reasonably required by the Contractor;
 - c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
 - d) comply with such other requirements as may be otherwise agreed between the parties.
- 11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

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

13 INDEMNIFICATION

- 13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

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

14. TERMINATION AND CANCELLATION

- 14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.

- 14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:

- a) the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
- b) the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- c) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- d) the other party ceases to carry on its business or substantially the whole of its business; or
- e) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

15. ANTI-BRIBERY AND CORRUPTION (W) (Z)

- 15.1 The Council may cancel the Agreement by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:

- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Agreement or any other Agreement with the Council; or

- b) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or
- c) committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

16. INTELLECTUAL PROPERTY RIGHTS

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

17. INDEPENDENT CONTRACTORS

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

18. SEVERABILITY

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

19. ASSIGNING AND SUB-CONTRACTING

- 19.1 The Contractor will not, without the written consent of the Council, assign or sub-contract its right or duties under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.

- 19.2 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.
- 19.3 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20. WAIVER

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

21. HAZARDOUS GOODS

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

22. NOTICES

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

23. CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
- 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
- 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 23.6.3 such information was obtained from a third party without obligation of confidentiality;
- 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- 23.6.5 it is independently developed without access to the other party's Confidential Information.

- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
- 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

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

- 23A.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 23A.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

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

24. COUNCIL DATA

24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.

24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.

24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.

24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.

24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:

- a) Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
- b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
- c) Transfer of data to and from the system is conducted in a secure manner.

24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:

24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or

24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council.

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

25. PROTECTION OF PERSONAL DATA

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
- 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);
- 25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;
- 25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
- 25.2.8 notify the Council (within five Working Days) if it receives:
 - a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;
- 25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
 - a) providing the Council with full details of the complaint or request;
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
 - d) providing the Council with any information requested by the Council;
- 25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;
- 25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

- 25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
 - 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 26.3.1 all information requested by the Council within the permitted scope of the audit;
 - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - 26.3.3 access to Contractor Personnel

- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

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

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

28. INSURANCE

- 28.1 The Contractor shall maintain a comprehensive policy of Public Liability and Employers Liability insurance. In respect of its liability such insurance cover to be maintained and provide for a minimum of £5,000,000 (FIVE MILLION POUNDS). Cover In respect of death or personal injury due to negligence will be unlimited.
- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) and Professional Indemnity insurance of at least £1,000,000 (ONE MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

29. EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30. HUMAN RIGHTS (W) (Z)

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

31 HEALTH AND SAFETY AT WORK (Z)

- 31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

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

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
 - 32.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
 - 32.6.2 following consultation with the Contractor and having taken their views into account; provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.

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

32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

33. SAFEGUARDING(W) (Z)

33.1 Where the work being undertaken in this Agreement allows access to premises locations or activities where there is a likelihood of coming into contact with children or vulnerable adults the Contractor must ensure that it follows the guidance of the Independent Safeguarding Council and the regulations relating to the Vetting and Barring Scheme to determine whether a Criminal Record Bureau check is required for employees or any person sub-contracted to carry out the work on behalf of the Contractor. If in any doubt the Contractor should discuss the matter further with the officer of the Council awarding the Contract and raise any concerns arising from disclosures.

33.2 Where the service requirement, specification or Purchase Order determines that a CRB check should be carried out the Contractor shall undertake CRB checks prior to the relevant employees or persons commencing work on the Services to be provided to the Council.

34 SUSTAINABILITY

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

35 EXPIRY

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

36 AUDIT AND MONITORING) (W) (Z)

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

37. RIGHTS OF THIRD PARTIES

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

38. ENTIRE AGREEMENT

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

39. FORCE MAJEURE

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

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

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

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

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

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

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

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

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

40. GOVERNING LAW AND JURISDICTION (W)

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

41. COMPLAINTS PROCEDURE (W) (Z)

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

41.1.1 is easy to access and understand

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

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

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

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

41.2 The Contractor shall ensure that:

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

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

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

- 41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 41.3 The Contactor will make its complaints procedure available on request
- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavors to resolve the dispute
- 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavors to resolve the dispute within 21 days of receipt of such notice

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

43 STAFFING SECURITY

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

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

44 SECURITY REQUIREMENTS

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.

- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.

- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.

- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations



INSTRUCTIONS FOR TENDERING & SPECIAL TERMS & CONDITIONS

**RMC 016(1) – The supply and
delivery of greengroceries to
Shropshire Council
Establishments**

Shropshire Council Instructions for tendering

Contract Description:

A framework arrangement for the supply and distribution of greengroceries to Shropshire Council for an initial period of 2 years commencing on 1st January 2012 with an option to extend for a further 2 year period. Shropshire Council is seeking a contractor or more than one contractor to supply and distribute greengroceries to their establishments (mainly schools) in the following areas:

- North Shropshire
- Oswestry
- Shrewsbury
- Telford & Bridgnorth
- South Shropshire
- Worcestershire

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	Transfer of Undertakings	6
7.0	Tender Evaluation	7
8.0	Clarifications	7
9.0	Continuation of the Procurement Process	8
10.0	Confidentiality	8
11.0	Freedom of Information	9
12.0	Disqualification	10
13.0	E-Procurement	11

14.0	Award of Contract	11
14.1	Award Criteria	11
14.2	Award Notice	11
14.3	Transparency of Expenditure	11
15.0	Value of Contract	12
16.0	Acceptance	12
17.0	Prices	12
18.0	Payment Terms	13
19.0	Liability of Council	13
20.0	Specification	13
21.0	Variation of Specification	14
22.0	Additives	15
23.0	Genetically Modified Foods	15
24.0	Irradiation	15
25.0	Samples	15
26.0	Quality Assurance	15
27.0	Analysis	16
28.0	Inspection of Goods & Services	16
29.0	Orders	16
30.0	Deliveries	16
31.0	Delivery Notes & Invoices	18
32.0	Packaging	18
33.0	Rejection of Goods	18
34.0	Fresh Seasonal & Organic Produce	19
35.0	Delegation	19
36.0	Counter Inflation Legislation	19
37.0	Analysis of Usage	19
38.0	Declaration	20

1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision a framework of service providers in specific categories of greengroceries who will be invited to quote/tender for individual requirements throughout the duration of the framework agreement as detailed in the Tender Response Document. The contract/framework will be for an initial period of **3 years** commencing on the **1st January 2012** with the option to extend for a further 2 year period.
- 1.2** Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

2.2 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will form part of a framework of service providers and will be required

to provide quotes for individual greengroceries in accordance with the contract throughout the duration of the framework agreement.

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.

3.4 Warranty

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

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

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 27th October 2011. One hard copy and one CD copy of your Tender Response Document must be returned.**
- 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 The Transfer of Undertakings (Protection of Employment) regulations 2006 (Delete if not applicable)

6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.

6.2 Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract are available from the current Contractors. Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information will originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

- 7.1** 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.
- 7.2** 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.

8.0 Clarifications

- 8.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 8.2** Any queries arising in relation to this invitation to tender should be raised in writing with Nigel Denton, Procurement Manager, Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract reference and title.
- 8.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 8.4** All queries should be raised as soon as possible (in writing), in any event not later than **20th October 2011**.
- 8.5** 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.
- 8.6** 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.

9.0 Continuation of the Procurement Process

9.1 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.

9.2 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.

9.3 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.

10.0 Confidentiality

10.1 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.

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

10.3 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.

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

10.4.1 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;

10.4.2 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

- 10.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 10.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 10.5.1** 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
- 10.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 10.5.3** 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
- 10.5.4** the Tenderer is legally required to make such a disclosure.
- 10.6** 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.

10.7 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.

11.0 Freedom of Information

- 11.1** 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.
- 11.2** 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.

- 11.3** 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.
- 11.4** 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.
- 11.5** 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>

12.0 Disqualification

- 12.1** The Council reserves the right to reject or disqualify a Tenderer’s Tender submission where:
- 12.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 12.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 12.1.3** 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.
- 12.1.4** 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; or

12.2 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.

12.3 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.

13.0 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.

14.0 Award of Contract

14.1 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.

14.2 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.

14.3 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.

15.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract to be awarded under this framework arrangement. Additionally, there is no guarantee that an individual framework supplier will be awarded any business under this agreement.

16.0 Acceptance

16.1 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.

16.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council. If accepted, the Contractor will form part of a framework of service providers who will be asked to quote as appropriate for greengroceries throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.

16.3 Please note, if accepted onto the framework, the prices tendered by you will be used as a benchmark against the prices you quote for greengroceries. If it is found your quoted prices consistently exceed the range of prices tendered, you may be removed from the framework arrangement. Allowances will be made when benchmarking, for inflation and general increases/decreases in market prices.

16.4 All successful Tenderers accepted onto the framework will be required to work to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.

16.5 Please also note that the Council will monitor the quality of work supplied and delivery of such work under the framework and reserve the right to remove any successful Tenderer from the framework where they fail to meet reasonable standards in these areas.

16.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being **1st January 2012**

17.0 Prices

Prices tendered must be fixed for the month of January 2012. After this date if the successful tenderer wishes to vary their prices they must seek approval from the Operations Manager, Shire Services and give one months notice of any such change. Tenderers may wish to indicate the process for fixing prices on a monthly, termly or half yearly basis.

18.0 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.

19.0 Liability of Council

- 19.1** The Council does not bind himself to accept the lowest or any tender.
- 19.2** 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.
- 19.3** 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.
- 19.4** 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.
- 19.5** 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.

20.0 Specification

- 20.1** Goods supplied shall be of satisfactory quality and be fit for the purpose for which they are to be used.
- 20.2** Goods supplied must conform as to quantity, quality and description with the particulars stated in the Standing Offer Arrangement and the purchase order

20.3 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.

20.4 All greengroceries supplied against this Standing Offer Arrangement shall, in all respects, comply with the requirements of:

- (i) The Food Safety Act 1990
- (ii) The Trade Descriptions Act 1968
- (iii) The Weights and Measures Act 1985
- (iv) Food Labelling Regulations 1996

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

20.5 The Contracting Authority reserves the right to prohibit any foodstuff or ingredient which they consider to be detrimental to health.

20.6 All fruit and vegetables supplied under this contract must be of a consistent quality and appearance. In the case of apples, bananas and pears, as a guide, there should be no less than 4 items to 454gm (1 lb).

20.7 The Department for the Environment, Food and Rural Affairs (DEFRA) and The Food Standard Agency (FSA) are responsible for the enforcement of EU Grading and Marketing Regulations relating to fresh fruit and vegetables. They act under powers conferred on them by the Agriculture and Horticulture Act 1964 and the Horticultural Produce Act 1986.

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

Produce which fails to comply with these standards will be rejected (See Clauses 16.6 and 16.22).

20.8 All potatoes supplied under this contract shall be WARE grade and supplied in accordance with the British Potato Council's current Grading Standards prescription, together with any subsequent amendment. All potatoes supplied shall be white.

21.0 **Variation of Specification**

21.1 The Contractor(s) shall not alter the specification of any goods, except as directed in writing by the Contracting Authority but the Contracting Authority have the right, from time to time, during the execution of the Standing Offer Arrangements by notice in writing to direct the Contractor(s) to add or omit, or otherwise vary, the goods and the Contractor(s) 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(s) receives any such direction from the Contracting Authority which would occasion an amendment to the Standing Offer price, the Contractor(s)

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(s), any such direction is likely to prevent the Contractor(s) 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 confirms his instructions they shall be deemed to have not been given.

22.0 Additives

The products supplied must be free of the synthetic colours/additives contained in the list attached to the Tender Response Document.

23.0 Genetically Modified Foods

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

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

24.0 Irradiation

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

25.0 Samples

The Contracting Authority may ask for samples from the range of tendered products, for testing evaluation and analysis by the Trading Standards Service. The results of such an analysis, evaluation etc were the tender to be accepted, would act as a basis of the contract to which all future supplies must comply. Whilst there is no wish to restrict product development, the Contracting Authority and Chief Trading Standards Officer must be notified in writing of any production alterations that are made.

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

If, in the opinion of the Contractor(s), any such direction is likely to prevent the Contractor(s) 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.

26.0 Quality Assurance

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

specifications.

The Contractor(s) will also co-operate fully at all times with the Trading Standards Service by allowing them access to all relevant information and personnel to enable them to undertake periodic audits of the Quality Assurance System. The Quality Assurance System must meet the approval of the Trading Standards Service.

27.0 Analysis

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

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

28.0 Inspection of Goods & Services

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

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

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

29.0 Orders

29.1 Orders will be placed by the Head of Kitchen of each establishment or any other authorised person by a process to be agreed with the successful Contractor(s).

29.2 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 at the terms agreed.

30.0 Deliveries

30.1 Upon receipt of official orders from the individual establishment the Contractor(s)

will supply and deliver the goods required in accordance with the agreed prices and conditions. The Contractor(s) must, at all times, comply with any statutory requirements in force at that time.

- 30.2** All vehicles used for the delivery of services should conform to Euro III or Euro IV emission standards or be a low emission vehicle (as defined by exemption from the London congestion charge). The Contracting Authorities will consider tenders using Euro II vehicles where the tender document demonstrates an ongoing replacement programme which will result in the upgrade to Euro III or Euro IV of all vehicles used to provide the service during the duration of the contract. Use of pre Euro and Euro I vehicles will not be acceptable in any circumstances.
- 30.3** All deliveries must be made in a vehicle that complies with the The Food Safety (General Food Hygiene) Regulations 1995 and any subsequent amendments.
- 30.4** The Contractor(s) will exercise due care and attention when making deliveries to the individual establishment. Where possible, all delivery vehicles should be fitted with reverse warning hooters, and drivers must ensure the highest standards of safety during deliveries.
- 30.5** **Delivery will be made by the Contractor(s) direct to the Authority's establishments on a weekly or twice weekly basis as required by individual establishments.**

Deliveries to school kitchens will be required to be made on Mondays to Fridays between the hours of 9.00 am and 2.00 pm.

No deliveries outside these times will be permitted unless authorised by the Authority's Catering Officers.

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

School kitchens will only normally require deliveries during term times (38 weeks per year) but occasional deliveries during school holidays may be required. Shropshire Council (Shire Services) has 8 sites which operate for 52 weeks per year.

Community Services' current 15 establishments will require a delivery service for the full 52 weeks of the year.

- 30.7** The goods ordered are to be delivered free of charge at the risk of the Contractor(s), to the delivery point(s) specified in the purchase order. The goods must be off loaded by the Contractor(s) and placed in position as directed. If goods are incorrectly delivered, the Contractor(s) will be held responsible for any additional expense incurred in delivering the goods to their correct destination
- 30.8** The Authority disclaims all responsibility for the security of goods delivered and left on the premises of the Authority by the Contractor(s). Goods must not be left unattended and the delivery driver must obtain a signature from the Authority's authorised representative.
- 30.9** The risk on the goods will remain with the Contractor(s) 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
- 30.10** The maximum weight of any individual packaged products eg potatoes, carrots

shall not exceed 15kg in order to meet Health & Safety Legislation.

30.11 If the Contractor(s) requires the return of any container in which the goods are delivered, he will clearly indicate the requirement on the container, delivery note and invoice. Containers will be returned by the Authorities 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

30.12 All containers, basket and trays etc used by the supplier in the performance of the contract shall be capable of being sterilised before re-use where appropriate and shall be kept in a clean state to prevent the risk of contamination of the goods being supplied.

30.13 For the purpose of this contract all deliveries made will be deemed to be retail sales.

31.0 **Delivery Notes & Invoices**

All deliveries of greengroceries made to individual establishments against this arrangement must be accompanied by a delivery note from the supplier stating:

- (a) The supplier's name, address and telephone number
- (b) The name and address of the establishment
- (c) The official order number and date of delivery
- (d) The description, quantity and class of each item of greengroceries delivered including the net weight(s) where applicable

The Contracting Authority would prefer a monthly consolidated invoice stating the same information as shown on the delivery notes for that period, together with the correct agreed prices and this must be sent direct to the relevant individual ordering establishment.

32.0 **Packaging**

Shropshire Council encourages tenderers and their Contractors to minimise packaging, particular presentational or retail packaging. All food products must be packaged and wrapped sufficiently to protect the product from damage and contamination during storage and delivery. All delivery boxes or crates should be recycled or collected by the Contractor(s) on same or next delivery. Where a manufacturer has recommended a particular storage method, this shall be adhered to by the Contractor(s). All packaging in contact with food is to comply with the Materials and Articles in Contact with Food Regulations 1987/1523. Damaged or broken packaging of food will not be accepted. All prepared products must comply with the Food Labelling Regulations 1996/1499 as amended, and, if not already included, must have the particular specified in Regulation (5) of these Regulations printed on the packaging together with an indication of quantity in accordance with the current Weights & Measures Legislation.

33.0 **Rejection of Goods**

33.1 The Contracting Authority has the power to reject any goods if in their opinion, the Contractor(s) has not complied with all Terms and Conditions relating to the Standing Offer Arrangement.

33.2 Where possible notice of rejection will be given on the day of delivery, by any means considered appropriate by the Contracting Authority.

33.3 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 his own expense within 48 hours of rejection.

33.4 Any rejected goods which have not been removed within 48 hours will be disposed of by the Contracting Authority and the Contractor(s) will be charged with all expenses incurred. The Contracting Authority will not be liable for any loss or expenses suffered by the Contractor(s) as a result of disposal. Any replacement or removal of goods shall not prejudice any other action that the Contracting Authority may take.

34.0 **Fresh Seasonal or Organic Produce**

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

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

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

35.0 **Delegation**

The Contractor(s) 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.

36.0 **Counter Inflation Legislation**

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

37.0 **Analysis of Usage**

It will be a condition of contract that the Contractor(s) will supply the Contracting Authority with a detailed breakdown of usage against this arrangement. The following information will be required:

- (a) The total monthly usage/value and cumulative usage/value of all greengroceries delivered.
- (b) The monthly usage/value and cumulative usage/value per individual establishment.

- (c) A breakdown of transport/product costs as required by the Contracting Authority.

The information should be presented throughout the period of the contract, in a format which is acceptable to the Contracting Authority.

38.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date



**RMC 016(1) - SUPPLY AND DELIVERY OF
GREENGROCERIES**

SCHEDULE OF DELIVERY POINTS

**RMC 016(1) – SUPPLY AND DISTRIBUTION OF GREENGROCERIES
FOR AN INITIAL PERIOD OF 2 YEARS COMMENCING 1 JANUARY 2012
WITH AN OPTION TO EXTEND FOR A FURTHER 2 YEAR PERIOD
SHROPSHIRE COUNCIL**

SCHEDULE OF DELIVERY POINTS

Please indicate by ticking the appropriate box the areas which you are prepared to supply.

Please note that this list may be amended by either addition or deletion during the currency of the arrangement.

Area	S1	North Shropshire
	S2	Oswestry
	S3	Shrewsbury
	S4	Telford & Bridgnorth
	S5	South Shropshire
	S6	Worcester

<u>Area</u>	<u>Establishment</u>	<u>Address</u>
S1	<u>SCHOOLS</u>	
	Baschurch Primary	Baschurch SY4 2AU
	Cockshutt CE Primary	Ellesmere SY12 0JE
	Ellesmere Primary	Elson Road Ellesmere SY12 0BE
	Hinstock Primary	Market Drayton TF9 2TE
	Hodnet Primary	Market Drayton TF9 3NS
	Lakelands Secondary	Oswestry Road, Ellesmere, SY12 0EA
	Myddle CE Primary	SY4 3RP
	Longlands Primary	Linden Way, Fairfield, Market Drayton, TF9 1QU
	Market Drayton Infants	Longslow Road, Market Drayton, TF9 3RS
	Market Drayton Juniors	Alexandra Road, Market Drayton, TF9 3HU
	Moreton Saye Primary	Market Drayton, TF9 3RS
	Norton In Hales	Market Drayton, TF9 4AT
	Shawbury Primary	Church Road, Shawbury, SY4 4JR
	Sir John Talbot Secondary	Tilstock Rd Whitchurch SY13 2BY
	St Marys Shawbury	Shawbury SY4 4PF
	Stoke on Tern Primary	Rosehill Rd Heathtown Stoke Heath TF9 2LF
	The Corbet Secondary	Baschurch SY4 2AX
	Welshampton Primary	Ellesmere SY12 0PG
	Whitchurch Infants	Station Rd SY13 1RJ
	Whitchurch Juniors	Salisbury Rd SY13 1RX
	Woodlands School	Tilly Green Wem SY4 5PJ
	Woore Primary	Crewe Cheshire CW3 9SQ
	<u>COMMUNITY SERVICES</u>	
	Meres Day Centre	Ellesmere House, Trimpley St, Ellesmere
	The Raven Day Centre	129 Cheshire Street, Market Drayton TF9 3AH

S2

SCHOOLS

Beech Grove Primary	Oswestry SY11 2PU
Bryn Offa Primary	Rockwell Lane Pant SY10 9QR
Gobowen Primary	Gobowen SY11 3LD
Ifton Heath Primary	St Martins Oswestry SY11 3DH
Kinnerley Primary	Oswestry SY11 3DH
Morda Primary	Oswestry SY10 9NR
Rhyn Park Secondary	St Martins SY10 7BD
The Marches Secondary	Oswestry Morda Rd SY11 2AR

S3

SCHOOLS

Albrighton Juniors	New House Lane Albrighton WV7 3QS
Belvedere Primary	Tenbury Drive Shrewsbury SY2 5YB
Belvedere Secondary School	Crowmere Rd Shrewsbury SY2 5LA
Bicton Primary	Bicton Lane Shrewsbury SY3 8EH
Bomere Heath Primary	Shrewsbury SY4 3PQ
Christshurch Primary	Cressage SY5 6DH
Church Preen Primary	Church Stretton SY6 7LH
Condover Primary	Condover SY5 7AA
Crowmoor Primary	Crowmere Rd Shrewsbury SY2 5JJ
Dorrington Primary	Dorrington SY5 7JL
Grange Primary School	Bainbridge Green, York Road, Shrewsbury, SY1 3QR
Greenacres Primary	Rutland Shrewsbury SY1 3QG
Greenfields Primary	Ellesmere Rd, Shrewsbury SY1 2QS
Harlescott Juniors	Featherbed Lane SY1 4QN
Holy Cross Juniors	Wenlock Rd SY2 6LE
Longden Primary	Plealey Rd Longden SY5 8EX
Longmeadow Juniors	Bayston Hill SY3 0NU
Mary Webb Secondary	Pontesbury SY5 0TG
Meole Brace Junior	Church Rd Shrewsbury SY3 9HG
Meole Brace Secondary	Longden Rd Shrewsbury SY3 9DW
Minsterley Primary	Minsterley SY5 0BE
Mount Pleasant Juniors	Shrewsbury SY1 3BY
Oakland Primary	Bayston Hill SY3 0EG
Oxon Primary	Racecourse lane Shrewsbury SY3 5BJ
Pontesbury Primary	Pontesbury SY5 0TF
Priory Secondary	Shrewsbury Longden Rd SY3 9EE
Radbrook Primary	Bank Farm rd Shrewsbury SY1 6DU
Monkmoor Campus	Hearne Way Shrewsbury SY2 5SL
Shrewsbury 6 th Form College	Priory Rd Shrewsbury SY1 1RX
Springfields Infants	Wenlock Rd SY2 6LE
St Georges Primary	Woodfield Rd SY3 8LU
St Giles Primary	Portland Crescent, Shrewsbury, SY2 5NJ
St Lucas	Upton Magna SY4 4TZ
St Marys Primary	Westbury SY5 9QX
St Marys Castle fields	SY1 2SP
St Thomas St Annes	Hanwood SY5 8JN
Sundorne Infants	Corndon Crescent, Sundorne Road, Shrewsbury, SY1 4LE
The Grange Secondary	Worcester rd Shrewsbury SY1 3LP
Trinity C E Primary	Ford SY5 9LG
Wakeman Secondary	Abbey Foregate SY2 6AA
Woodfields Infants	Cophthorne Shrewsbury SY 3 8LU

COMMUNITY SERVICES

Crowmoor House	Firth Close, Shrewsbury
Grange Centre	Levens Drive, Lancaster Road, Shrewsbury
Eskdale House	Eskdale Rd, Monkmoor, Shrewsbury SY2 5UD
Kempsfield	Primrose Drive, Sutton Lane, Shrewsbury
Aquamira	Primrose Drive, Sutton Lane, Shrewsbury
Gateway	Chester Street, Shrewsbury SY1 1NB
Abbot's Wood	Eskdale Road, Shrewsbury SY2 5UA
Louise House	Roman Road, Shrewsbury SY3 9JN
The Lantern	Meadow Farm Drive, Shrewsbury SY1 4NG

S4

SCHOOLS

Alveley School	Alveley WV15 6JT
Beckbury C E Primary	Shifnal SY11 2PU
Bridgnorth Endowed Sec	Northgate WV16 4ER
Brockton C E Primary	Brockton TF13 6JR
Broseley C E School	Dark Lane TF12 5LW
Broseley, John Wilkinson	Coalport Rd TF12 5A
Brown Clee CE Primary School	Ditton Priors WV16 5SS
Buildwas Primary	Buildwas TF8 7D
Castlefields Primary	Bridgnorth WV16 5DQ
Claverly C E Primary	Claverley WV5 7DT
Highley Primary	Highley WV16 6LP
Idsall Secondary	Shifnal TF11 8PD
Lacon Childe School	Love Lane, Cleobury Mortimer, DY14 8PE
Much Wenlock Primary	Racecourse Lane TF13 6JG
Oldbury Wells School	Bridgnorth WV16 5JD
Sheriffhales Primary	Shifnal TF11 8RA
Shifnal Primary	Curriers Lane TF11 8EJ
St Andrews C E Primary	Park Lane TF11 9HD
St John's R C	Bridgnorth WV16 4HW
St Leonards C E Junior	Bridgnorth WV16 4HL
St Mary's C E Primary	The Grove Bridgnorth WV16 5EQ
Worfield C E Primary	Main Street Bridgnorth WV15 5LF

S5

SCHOOLS

Bishops Castle Community College	Brampton Rd SY9 5AY
Bishops Castle Primary	Oak Meadow SY9 5AY
Bitterley C E Primary	Bitterley SY8 3HF
Church Stretton Sec	Shrewsbury Rd SY6 6EX
Cleobury Mortimer Primary	Love Lane DY14 8PE
Clun St Georges Primary	Clun SY7 8JQ
Corvedale Primary	Diddlebury SY7 9DH
Ludlow Infants	Sandpits Rd SY8 1HG
Ludlow Junior	Clee View SY8 1HX
Onny C E School	Onibury SY7 9AW
St Laurence Primary	Ludlow Jockey Fields SY8 1TP
St Lawrence Church Stretton	Shrewsbury Rd SY6 6EX
St Mary's C E Primary	Bucknell SY7 0AA
Stiperstones C E Primary	Snailbeach SY5 0LZ
Stokesay Primary	Craven Arms SY7 9NW
Wistanstow C E Primary	Craven Arms SY7 8DQ
Worthen C E Primary	Shrewsbury SY5 9HT

COMMUNITY SERVICES

Helena Lane
Four Rivers
Acton Scott

Ludlow SY8 2NP
Bromfield Road, Ludlow SY8 1DU
Wenlock Lodge, Acton Scott, Church Stretton
SY6 0DQ
School Road, Craven Arms SY7 9RS

Secret Hill Discovery Centre

S6

SCHOOLS

Aylestone Business & Enterprise
College
Batchley First School
Bewdley High School
Catshill Middle School
Chantry High School
Hagley High School
Hereford College of Arts
Hereford 6th Form College
Dyson Perrins HS Malvern
Ipsley Middle School
Matchborough First School
John Masefield High School
Perdiswell Primary School
Perry Wood Primary & Nursery
School
Witon Middle School

Broadlands House, Broadlands Lane, Hereford,
HR1 1HY
Cherry Tree Walk, Batchley, Redditch, B97 6PD
Stourport Rd Bewdley DY12 1BL
Meadow Rd Bromsgrove B61 0JW
Martley WR6 6QA
Brake Lane Hagley DY8 2XL
Folly Lane, Hereford, HR1 1LT
Folly Lane, Hereford, HR1 1LT
Yates Hay Rd Malvern WR14 1WD
Winyates Way Redditch B98 0UB
Matchborough Way Redditch B98 0GD
Mabels Furlong Ledbury, Herefordshire HR8 2HF
Bilford Road, Worcester, WR3 8QA
St Alban's House, Worcester, WR5 1PP
Old Coach Road, Droitwich Spa, WR9 8BD



Tender Specification and Tender Response Document

RMC 016(1) – Supply and delivery of Greengroceries

Name of TENDERING
ORGANISATION
(please insert)

Total Produce - Hereford

Shropshire Council Tender Response Document

Contract Description:

A framework arrangement for the supply and distribution of greengroceries to Shropshire Council for an initial period of 2 years commencing on 1st January 2012 with an option to extend for a further 2 year period. Shropshire Council is seeking a contractor or more than one contractor to supply and distribute greengroceries to their establishments (mainly schools) in the following areas:
North Shropshire, Oswestry, Shrewsbury, Telford & Bridgnorth, South Shropshire and Worcestershire

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: Nigel Denton, Procurement Manager, Shirehall, Abbey Foregate, Shrewsbury. Shropshire, SY2 6ND or via email quoting the contract reference to procurement@shropshire.gov.uk
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8

You must sign all 4 certificates in sections A1 to A4

B	Applicant Organisation Details	9
C	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13
E	Health & Safety and Equal Opportunities	14
F	Contract Experience and References	20
G	Accreditations and Skills Level	22
H	Tender Schedule	23

Award Criteria

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

Selection Criteria - Pass/Fail Questions

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

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level

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

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

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

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

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

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the

Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

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

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (400 marks)		
Section H / Q1.1, 1.2, 1.3 & 1.4	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section H / Q 2.1, 2.2, 2.3 & 2.4	Quality & Freshness of Produce	30 % / 300 max marks
Section H / Q 3.1, 3.2, 3.3 & 3.4	Sustainability	20 % / 200 max marks
Section H / Q 4.1, 4.2, 4.3, 4.5, 4.6, 4.7, & 4.8	Orders, Delivery & Premises	10% / 100 max marks
Total for quality		60% / 600 max marks

Details of total marks available for individual questions are set out in each question in Section H of the tender response document

Quality Questions/ Scoring Scheme

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

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	

Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

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

The tender receiving the highest mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being 400.

Price makes up 40% of the total marks available. A total price will be calculated by applying the usage information provided to the pricing schedule (question 1.4)

The most competitive tender which meets the specification in each area will receive the full marks. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the supply and delivery of greengroceries

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

Signed

Name...

Date20th October 2011.....

DesignationSales Manager.....

Company.....Total Produce - Hereford.....

AddressStaniers Way, Roman Road, Hereford,

.....

..... Post Code HR11JT.....

Tel No 01432 273094.....

Fax No ...01432 352513.....

E-mail address

Web addresswww.totalproduce.com/uk.....

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1) ... Status...Sales Manager.....

Signed (2) Status...Operations Manager.....

(For and on behalf of ...Total Produce - Hereford.....)

Date ...25th October 2011.....

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1)

Status...Sales Manager.....

Signed (2)

Status...Operations Manager.....

(For and on behalf ofTotal Produce - Hereford.....)

Date25th October 2011.....

Section A:
4. Declaration of Connection with Officers or Elected Members of the Council

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

No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1)	Status...Sales Manger.....
Signed (2)	Status...Operations Manager.....
(For and on behalf ofTotal Produce - Hereford.....)	
Date ...25 th October 2011.....	

Section B: Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Total Produce Address: Staniers Way, Roman Road, Hereford Postcode: HR11JT Tel: 01432 273094 Email:	
1.2	Registered name (if different from above): Total Produce Ltd Registered Office Address: Enterprise Way, Pinchbeck, Spalding Postcode: PE11 3YR Company registration number: 3034745	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Sales Manager Correspondence Address: Staniers Way, Roman Road, Hereford Postcode: HR11JU Tel: 01432 273094 Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>

Section C: Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p>	
1.3	Please enclose photocopies of your Certificates of Insurance	Enclosed

	duly signed as authentic copies of the originals	YES																				
2.	Financial Details																					
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																					
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts.</p> <p>If audited accounts are not available please provide copies of your management accounts</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;"><u>Company</u></th> <th style="text-align: center;">Account s Enclosed</th> </tr> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;"><u>Turnover</u></th> <th style="text-align: center;"><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2007/08</td> <td></td> <td></td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">2008/09</td> <td></td> <td></td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">2009/10</td> <td></td> <td style="text-align: center;">.....</td> <td style="text-align: center;">YES</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08			YES	2008/09			YES	2009/10		YES
<u>Company</u>			Account s Enclosed																			
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																				
2007/08			YES																			
2008/09			YES																			
2009/10		YES																			
2.2	<p>Please show below your company's turnover in the provision of greengroceries in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;">Turnover in relation to greengroceries</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2007/08</td> <td></td> </tr> <tr> <td style="text-align: center;">2008/09</td> <td></td> </tr> <tr> <td style="text-align: center;">2009/10</td> <td></td> </tr> </tbody> </table>		<u>Year</u>	Turnover in relation to greengroceries	2007/08		2008/09		2009/10													
<u>Year</u>	Turnover in relation to greengroceries																					
2007/08																						
2008/09																						
2009/10																						

(If exact figures are not available please provide your best estimate of the figures required)
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Section D: **Outstanding Claims and Contract Terminations**

1. Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation? <p style="text-align: right;">NO</p>
1.2	If YES to 1.1 please provide further details.

2. Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination. <p>NIL</p>
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract. <p>NIL</p>

Section E: Health & Safety and Equal Opportunities

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

1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <p>The following list is not exhaustive, however it provides a representative sample of the assessments undertaken across the Group:</p> <ul style="list-style-type: none"> • Fire and Emergencies • Warehouse and delivery operations including: <ul style="list-style-type: none"> - Segregation of pedestrians - Slips, trip and falls - Use of MHE - Charging of MHE - Loading and Unloading vehicles - Preparation of palletised orders - Use of static Racking - Occupational Driving - Loading bays - Cargo bays - Vehicle Wash down - Access to height - Packing room - Insulating panels - Use of compactors - MAC assessment for key manual handling operations - COSHH – As required - New and expectant mothers <p>Display Screen Equipment</p>	

1.8	Do you have a health and safety training programme for employees?	YES
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>All Employees:</p> <ul style="list-style-type: none"> • Induction training including site, job and work equipment familiarisation, manual handling, introduction to key staff, emergency / fire procedures and site rules. <p>Other specialisms as required including:</p> <ul style="list-style-type: none"> • A trained safety representative on site (IOSH Managing Safely - Date Oct 2009) • Forklift truck basic / familiarisation training • Fork lift truck site specific and authorisation to operate • CPC professional driver competence programme including on road driver training • Fire Marshal Training • Manual Handling (Job Specific) • Food Hygiene (RSPH Fundamental) • HACCP • Display Screen Equipment • First Aid at Work (HSE Approved) • COSHH 	
1.10	<p>Does your company monitor:</p> <p>(a) Accidents</p> <p>(b) Ill health caused by work</p> <p>(c) Health & Safety Performance</p>	<p>YES</p> <p>YES</p> <p>YES</p>
1.11	<p>Does your company have a recognised health & safety management system?</p> <p>Please give details below:</p> <p>* An In-house system is used and developed</p>	YES *

1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" data-bbox="432 259 1015 456"> <thead> <tr> <th colspan="2" data-bbox="823 259 943 293" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 293 823 371">No. of accidents reported under RIDDOR last year</td> <td data-bbox="823 293 1015 371" style="text-align: center;">NIL</td> </tr> <tr> <td data-bbox="432 371 823 456">No. of accidents reported under RIDDOR this year</td> <td data-bbox="823 371 1015 456" style="text-align: center;">NIL</td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year	NIL	No. of accidents reported under RIDDOR this year	NIL
Total							
No. of accidents reported under RIDDOR last year	NIL						
No. of accidents reported under RIDDOR this year	NIL						
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>Via H&S Reps at each site. Each site will hold up to 4 Site H&S Committee meetings each year with an open agenda and published minutes. The same format is held annually for the Group with all H&S Reps in attendance. Site H&S Committees are chaired by the Site Manager with overall responsibility and the Group H&S Safety Committee is chaired by the Member of the Board with responsibility for H&S. The Group Health, Safety & Environment Officer is ex-officio to the Group Committee and sometimes fulfils this role at site committees. Minutes from the Group Committee are published throughout all UK branches.</p>	YES					
1.14	Will you be using any sub contractors as part of this contract?	NO					
1.15	<p>If YES to 1.14 please give details of who your sub contractors are.</p> <p>N/A</p>						
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>N/A</p>						
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p>Group Health, Safety & Environment Officer Total Produce UK</p>						

	<p>Unit 8, 1st Floor Baird House Liverpool Innovation Park Digital Way Liverpool L7 9NJ</p> <p>Tel: 0151 250 1671, Fax: 0151 250 1679</p>
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2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 	Enclosed YES
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty</p>	

	<p>and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p>It is Total Produce's policy to ensure that all employees and potential employees are treated equally and fairly, a fact which is underlined by the attached policies.</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p>	<p>YES</p> <p>YES</p> <p>YES</p>

	<p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="" type="checkbox"/></p>	
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>It is Total Produce's policy to ensure that all employees and potential employees are treated equally and fairly, a fact which is underlined by the attached policies.</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>It is Total Produce's policy to ensure that all employees and potential employees are treated equally and fairly, a fact which is underlined by the attached policies.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	YES/NO

Section F: Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1					June 2010 - May 2013
2					Sept 2009 – July 2011 & Sept 2011 – July 2013
3				ed	September 1999 – ongoing (re- awarded in Sept 2011)
4					July 2001 - ongoing

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply.</p>

Section G: Accreditations and Skills Level

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. SALSA, Heart of England Food Standards or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal
	STS – Support, Training & Services	BRC Global standard – storage and distribution of fresh produce and chilled, prepared produce and manufactured foods produced by others.	15.12.10	19.07.12
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. ISO9002 or EU Equivalent.</p>			
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved
	STS – Support, Training & Services	10034097	BRC Global	15 th Dec 2010
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES

Section H: **Tender Schedule**

1.	Pricing Schedule																					
1.1	<p>Please indicate for which of the following complete areas you are tendering and confirm your percentage oncost chargeable on top of your nett product prices:-</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 60%; text-align: left;">Area</th> <th style="width: 30%; text-align: center;">Shropshire Council Tendered Oncost (%)</th> </tr> </thead> <tbody> <tr> <td>S1</td> <td>North Shropshire</td> <td></td> </tr> <tr> <td>S2</td> <td>Oswestry</td> <td></td> </tr> <tr> <td>S3</td> <td>Shrewsbury</td> <td></td> </tr> <tr> <td>S4</td> <td>Telford & Bridgnorth</td> <td></td> </tr> <tr> <td>S5</td> <td>South Shropshire</td> <td></td> </tr> <tr> <td>S6</td> <td>Worcester</td> <td></td> </tr> </tbody> </table> <p>NB. The above percentage oncost must remain fixed for the duration of this contract.</p>		Area	Shropshire Council Tendered Oncost (%)	S1	North Shropshire		S2	Oswestry		S3	Shrewsbury		S4	Telford & Bridgnorth		S5	South Shropshire		S6	Worcester	
	Area	Shropshire Council Tendered Oncost (%)																				
S1	North Shropshire																					
S2	Oswestry																					
S3	Shrewsbury																					
S4	Telford & Bridgnorth																					
S5	South Shropshire																					
S6	Worcester																					
1.2	Please confirm the price firm period applicable to the prices tendered																					
1.3	Please confirm your settlement terms and any additional discount given for early payment																					

1.4 Please fully complete the price schedule below for prices as at 24 October 2011.

Table 1: Weekly Quantities for Schools and Care Homes

<u>Item, Pack Size & Variety</u>	<u>Country & County of Origin in Season</u>	<u>Country & County of Origin if out of season</u>	<u>Bridgnorth</u>	<u>North Shropshire</u>	<u>Oswestry</u>	<u>Shrewsbury & Atcham</u>	<u>South Shropshire</u>	<u>Worcester</u>	<u>Net Product Price (£)</u>	<u>Total Price (including delivery) (£)</u>
Apples Green x 1 kg	UK,FR	ZA, CL	0.3	1.2	0.0	4.0	0.2	99		
Apples Red x 1 kg	UK, FR	ZA, CL	0.0	2.3	0.7	15.8	2.2	65		
Avocado (each)	ES	ZA	4	4	4	4	4	4		
Baking Potatoes x 50	UK	UK	0.0	1.2	0.0	4.0	0.5	110		
Bananas x 1 kg	CR	CR	0.0	4.2	1.0	52.2	5.8	18.5		
Beansprouts x 250 gram	UK	UK	0.0	0.0		0.2	0.0	0		
Beetroot Vacpack x 250 gram	UK	UK	0.3	0.2	1.3	4.0	0.0	0		
Cabbage Duncan x 1 kg	UK	UK	0.0	3.2	0.0	3.5	4.7	19		

commercial information

Cabbage Green x each	UK	UK	0.0	3.3	0.3	4.7	4.5	16.2		
Cabbage White x 1 kilo	UK	UK	0.7	2.0	1.0	7.7	1.7	19		
Calabrese x 250 grams	UK	ES	0.7	12.2	5.3	41.0	50.0	38		
Carrots x 1.5 kilo	UK	UK	2.2	7.0	0.3	13.8	1.7	70		
Carrots x 9 kg	UK	UK	0.0	1.3	0.8	0.0	1.3	11.5		
Cauliflower x each	UK	UK	0.0	6.7		26.5	23.0	9		
Celery x each	UK	ES	0.0	1.3	0.3	4.7	0.5	5.8		
Cherry Tomatoes x 250 gram	UK	ES	0.0	0.0	0.0	0.5	0.3	3.2		
Coleslaw Mix x 2kg	UK	UK	6	6	6	6	6	6		
Cone Radish x pack	UK	NL	0.0	0.7	0.0	1.7	0.0	1.7		
Courgette Green x 1 kilo	UK	ES	0.0	0.3	0.0	2.8	0.8	3.7		
Cucumber Medium x each	UK, NL	ES	1.0	5.8	1.7	33.2	10.3	75		
Easy Peelers x 1 kg	ES	ZA	0.0	0.5	0.0	5.7	1.0	0.2		
Grapes Black x	ES, GR	CL, ZA	0.7	1.1	0.5	5.2	2.2	9.7		

commercial information

500 gram										
Grapes Green x 500 gram	ES, GR	CL, ZA	0.2	0.8	0.2	3.3	2.2	6.2		
Herb Coriander 50g pack	UK	IL	12	12	12	12	12	12		
Iceberg Lettuce x each	UK	ES	0.7	8.7	1.3	41.8	11.7	45.5		
Kiwi Fruit x 6 punnet	IT	NZ	0.3	1.3	0.5	0.8	0.2	4.3		
Leeks x 1 kilo	UK	UK	0.0	0.3	0.0	2.5	0.8	4.2		
Lemons x 6	ES	ZA	0.3	0.2	0.2	1.0	1.2	2.8		
Onions Cooking 1.5 kg	UK	UK	0.0	3.5	0.3	7.0	1.7	5.3		
Onions Red x 1.5 kg	UK	UK	0.0	0.7	0.2	2.0	1.3	1.8		
Oranges Large x 5	ZA	ES, MA	0.7	0.0	0.0	0.0	0.7	1.8		
Oranges Medium x 10	ZA	ES, MA	0.0	1.0	0.3	3.7	1.0	4.5		
Parsley Curly x Bunch	UK	IT	0.0	0.3	0.0	1.0	0.7	2.3		
Pears Packham x 1 kg	UK	ZA, NL	0.3	2.5	0.0	13.5	2.8	13		
Peppers Mixed x	UK, NL	ES	0.5	3.2	0.0	9.5	3.3	14.7		

commercial information

3 pack										
Peppers Red x 3 pack	UK, NL	ES	0.0	0.0	1.0	0.5	0.2	1.5		
Potato Carry Home 12.5 kilo	UK	UK	0.3	4.3	2.7	5.0	8.5	44.7		
Potato Sweet x 1 kilo	US	IL	0.0	0.5	0.0	0.8	0.0	1.3		
Strawberries x 250 gram	UK, NL	ES, EG	0.0	0.7	2.0	0.5	0.0	0		
Swede x 1.5 kg	UK	UK	0.0	1.7	0.0	9.7	0.5	5.5		
Tomatoes x 1 kg	UK, NL	ES	0.3	3.8	0.0	23.3	5.5	19.2		
PREPARED VEG										
Potatoes (3kg bag) Peeled	UK	UK	12	12	12	12	12	12		
Carrots (1kg bag) Whole Peeled	UK	UK	12	12	12	12	12	12		
Carrots (1kg) Diced	UK	UK	12	12	12	12	12	12		
Carrots (1kg) Baton	UK	UK	12	12	12	12	12	12		
Swede (3kg) Diced	UK	UK	12	12	12	12	12	12		
Cabbage (3kg) Green Shredded	UK	UK	12	12	12	12	12	12		

Table 2: Spring Half Term School and Care Home Quantities (6 weeks)

<u>Item, Pack Size & Variety</u>	<u>Country & County of Origin in Season</u>	<u>Country & County of Origin if out of season</u>	<u>Total Bridgnorth</u>	<u>Total North Shropshire</u>	<u>Total Oswestry</u>	<u>Total Shrewsbury & Atcham</u>	<u>Total South Shropshire</u>	<u>Total Worcester</u>	<u>Net Product Price (£)</u>	<u>Total Price (including delivery) (£)</u>
Apples Green x 1 kg	UK, FR		101	69	37	119	106	594		
Apples Red x 1 kg	UK, FR		159	115	72	278	107	390		
Avocado's (each)	ES	ZA	12	12	12	12	12	12		
Baking Potatoes x 50	UK	UK	19	26	3	55	23	660		
Bananas x 1 kg	CR	CR	134	156	88	526	150	111		
Beansprouts x 250 gram	UK	UK	7	2		1	0	0		
Beetroot Vacpack x 250 gram	UK	UK	24	38	18	69	0	0		
Cabbage Duncan x 1 kg	UK	UK	62	73	31	128	103	114		
Cabbage Green x each	UK	UK	77	92	20	28	125	97		
Cabbage Red x 1 kilo	UK	UK	4	0		104	4	0		
Cabbage White x 1 kilo	UK	UK	97	98	56	217	80	114		

commercial information

Calabrese x 250 grams	UK	ES	160	209	101	630	469	228		
Carrots x 1.5 kilo	UK	UK	203	306	132	427	200	420		
Carrots x 9 kg	UK	UK	37	47	27	104	72	69		
Cauliflower x each	UK	UK	68	47		241	180	54		
Celery x each	UK	ES	22	39	25	119	39	35		
Cherry Tomatoes x 250 gram	UK	ES	6	0	2	6	19	19		
Coleslaw Mix x 2kg	UK	UK	12	12	12	12	12	12		
Cone Radish x pack	UK	NL	10	4	12	18	10	10		
Courgette Green x 1 kilo	UK	ES	17	10	21	70	16	22		
Cucumber Medium x each	UK	ES	511	381	236	864	409	450		
Cucumbers x 12	UK	ES	2	6		7	11	0		
Easy Peelers x 1 kg	ES	ZA	12	8	17	70	7	1		
Garlic Pack x 2	ES	ES		1		9	8	7		
Grapes Black x 500 gram	ES, GR	CL, ZA	106	106	54	258	71	58		
Grapes Green x 500 gram	ES, GR	CL, ZA	74	81	46	228	44	37		
Herb Basil 50g pack	UK	IL	1	1	2	2	0	0		
Herb Coriander 50g pack	UK	IL	15	15	15	15	15	15		

commercial information

Iceberg Lettuce x Box	UK	ES	10	47	7	252	60	5		
Iceberg Lettuce x each	UK	ES	373	376	168	558	290	273		
Kiwi Fruit x 6 punnet	IT	NZ	63	54	74	101	36	26		
Leeks x 1 kilo	UK	UK	10	11	12	36	25	25		
Lemons x 6	ES	ZA	30	20	1	43	22	17		
Lettuce Flat x each	UK	UK	69	0	18	52	62	60		
Lollo Rosso Lettuce x each	UK	FR	15	0	12	12	1	1		
Melons Honeydew x each	CR	ES	40	22	8	23	39	39		
Mid potatoes x 10 kg	UK	UK	6	2	1	0	5	0		
Mushroom Cup x 500 gram	UK	UK	40	37	41	134	12	12		
Onions Cooking 1.5 kg	UK	UK	65	75	38	131	67	32		
Onions Red x 1.5 kg	UK	UK	36	24	27	62	21	11		
Oranges Large x 5	ZA	ES, MA	17	28	16	31	17	11		
Oranges Medium x 10	ZA	ES, MA	44	33	24	74	31	27		
Parsley Curly x bunch	UK	IT	16	26	6	48	18	14		
Parsnips x 1.5 kg	UK	ES	19	8	1	16	14	12		
Pears Packham x 1 kg	UK	NL, ZA	65	57	42	212	92	78		
Peppers Mixed x 3 pack	UK, NL	ES	99	129	95	269	104	88		
Peppers Red x 3 pack	UK, NL	ES	2	8	10	21	10	9		
Peppers Yellow x 3	UK, NL	ES		1	2	8	5	5		

commercial information

pack										
Potato Carry Home 12.5 kilo	UK	UK	175	297	130	569	291	268		
Potato Sweet x 1 kilo	US	IL	14	28	14	65	10	8		
Potatoes Washed Mids 1.5 kilo	UK	UK	31	6	7	36	6	6		
Salad Cress x Punnet	UK	UK	51	119	33	474	166	126		
Spring Onions x Bunch	UK	MX	30	27	27	22	53	8		
Strawberries x 250 gram	UK	ES	3	3	4	0	0	0		
Strawberries x 500 gram	UK	ES	7	19	12	15	6	3		
Swede x 1.5 kg	UK	UK	32	41	21	129	38	33		
Tomatoes x 1 kg	UK, NL	ES	137	186	85	393	150	115		
Tomatoes x 6 kg box	UK, NL	ES	17	3	3	13	17	6		
PREPARED VEG	UK	UK								
Potatoes (3kg bag) Peeled	UK	UK	12	12	12	12	12	12		
Carrots (1kg bag) Whole Peeled	UK	UK	12	12	12	12	12	12		
Carrots (1kg) Diced	UK	UK	12	12	12	12	12	12		
Carrots (1kg) Baton	UK	UK	12	12	12	12	12	12		
Swede (3kg) Diced	UK	UK	12	12	12	12	12	12		
Cabbage (3kg) Green Shredded	UK	UK	12	12	12	12	12	12		

2.	Quality & Freshness of Produce	
2.1	<p>Please give details of your procedure when purchasing produce, to ensure that the quality of all fruit and vegetables supplied under this arrangement is in a fresh and consistent condition. Would you also please give details of what action you will take to monitor the quality of the produce supplied throughout the contract period</p>	75 marks
2.2	<p>How often do you purchase produce from your suppliers (e.g. daily, twice weekly etc). Please also confirm details of your main suppliers (i.e. name, location, type of products)</p>	

2.3	Describe below your quality control procedures and the stages at which they are applied and by whom	75 marks

2.4	Please provide details of any pre-prepared products that are offered and state whether these are prepared by your Company or purchased from other sources	75 marks

3.0	Sustainability	
3.1	<p>Shropshire Council is working in partnership with the farming agencies in order to further increase the amount of fresh seasonal produce included in meals, the Council recognises the importance of product traceability in helping to achieve this. Please provide details of the County and Country of origin of all products supplied under the arrangement</p>	60 marks
3.2	<p>Please specify the approximate percentage of your total products which are obtained from the following sources:</p> <p>Wholesale Markets</p> <p>Direct from a grower</p> <p>From other Wholesale outlets</p> <p>Other sources e.g. directly imported</p>	60 marks

3.3	The Contracting Authority aims to reduce the amount of waste generated through their activities. Please show how you will help us to achieve this aim in connection with this contract	55 marks
3.4	Please confirm any environmental accreditation your Company holds and provide a copy of your organisations environmental policy	25 marks

4.0	Order, Delivery & Premises	
4.1	Please state whether you are able to offer a telesales service.	10 marks

4.2	If no to 3.1 please state how you propose to obtain orders from individual establishments	10 marks
4.3	Please state the number of days that orders are required to be received before required delivery time	10 marks
4.4	Please details the address(s) where orders should be sent and the address where orders will be prepared and delivered from (if different)	For info only
4.5	Please show below full details of your current delivery fleet indicating type of vehicles, number, size, age, location/operating base and fleet renewal programme	20 marks
4.6	What energy emissions do the vehicles you use for delivery produce	10

		marks
4.7	Please give full details of the premises you would use to deliver this contract, including location, size and details of current work carried out at the premises	30 marks
4.8	Please confirm if you own or lease your premises and if leased length of your current lease and its expiry date	10 marks
4.9	Do you also operate on a retail basis (i.e. your own shop)	For info only

**SHROPSHIRE COUNCIL FOOD POLICY 2004
Education Catering Services - Food Additives avoided**

Listed below are ALL the synthetic colours and some of the preservatives and antioxidants used by food manufactures

COLOURS

E102	Tartrazine
E104	Quinoline Yellow
E110	Sunset Yellow FCF
E122	Carmoisine or Azorubine
E123	Amaranth
E124	Ponceau 4R or Cochineal
E127	Erythrosine B5
E128	Red 2G
E129	Allura Red AC
E131	Patient Blue V
E132	Indigo Carmine or Indigotine
E133	Brilliant Blue FCF
E142	Green S (Acid Brilliant Green)
E150	Caramel (a) (b) (c) (d)
E151	Black PN (Brilliant Black BN)
E153	Carbon Black (Vegetable Carbon)
E154	Brown FK (Kipper Brown)
E155	Brown HT
E161(g)	Canthaxanthin
E173	Aluminium
E180	Pigment Rubine (Linthol Rubine BK)

FLAVOURINGS

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

Flavour Enhancers

E621	Monosodium glutamate (MSG)
E622	Monopotassium glutamate (MPG)

Anti-Oxidants

E320	Butylated Hydroxy Anisole (BHA)
E321	Butylated Hydroxy Toluene (BHT)

Preservatives

E210	Benzoic Acid
E211	Sodium Benzoate
E220	Sulphur Dioxide
E249	Potassium Nitrite
E250	Sodium Nitrite
E251	Sodium Nitrate
E252	Potassium Nitrate
E282	Calcium Propionate (bread preservative)

Fats

Hydrogenated Fat

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

E221	Sodium sulphite
E222	Sodium hydrogen sulphite
E223	Sodium metabisulphite
E224	Potassium metabisulphite
E226	Calcium sulphite
E227	Calcium bisulphite
E228	Potassium hydrogen sulphite

Other additives which can be a problem for asthmatics or aspirin sensitive people (possibly those sensitive to 'salicylates')

E212	Potassium Benzoate
E213	Calcium Benzoate
E214	Ethyl 4 hydroxybenzoate
E215	Ethyl 4 hydroxybenzoate
E216	Propyl 4 hydroxybenzoate
E217	Propyl 4 hydroxybenzoate
E218	Methyl 4 hydroxybenzoate
E219	Methyl 4 hydroxybenzoate
E230	Diphenyl
E231	Ortho phenylphenol
E232	Sodium Orthophylphenate
E233	Thiabendazole
E234	Nisin
E235	Natamycin

Other additives not allowed for infants and young children

Anti - Oxidants

E310	Propyl gallate
E311	Oxtyl gallate
E312	Dodecyl gallate

Sweeteners

E950	Acesulfame
E951	Aspartame
E953	Isomalt
E954	Saccharin
E965	(i) (ii) Malitol
E966	Lactitol
E967	Xylitol
E120	Cochineal/carminic acid is a natural colouring but some parents have reported reactions.



Tender Specification and Tender Response Document

RMC 016(1) – Supply and delivery of Greengroceries

Name of TENDERING
ORGANISATION
(please insert)

Rowlands & Co (Shrewsbury) Ltd

Shropshire Council Tender Response Document

Contract Description:

A framework arrangement for the supply and distribution of greengroceries to Shropshire Council for an initial period of 2 years commencing on 1st January 2012 with an option to extend for a further 2 year period. Shropshire Council is seeking a contractor or more than one contractor to supply and distribute greengroceries to their establishments (mainly schools) in the following areas:
North Shropshire, Oswestry, Shrewsbury, Telford & Bridgnorth, South Shropshire and Worcestershire

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: Nigel Denton, Procurement Manager, Shirehall, Abbey Foregate, Shrewsbury. Shropshire, SY2 6ND or via email quoting the contract reference to procurement@shropshire.gov.uk
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9

C	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13
E	Health & Safety and Equal Opportunities	14
F	Contract Experience and References	20
G	Accreditations and Skills Level	22
H	Tender Schedule	23

Award Criteria

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

Selection Criteria - Pass/Fail Questions

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

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level

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

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

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

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

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

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

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

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (400 marks)		
Section H / Q1.1, 1.2, 1.3 & 1.4	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section H / Q 2.1, 2.2, 2.3 & 2.4	Quality & Freshness of Produce	30 % / 300 max marks
Section H / Q 3.1, 3.2, 3.3 & 3.4	Sustainability	20 % / 200 max marks
Section H / Q 4.1 4.2, 4.3, 4.5, 4.6, 4.7, & 4.8	Orders, Delivery & Premises	10% / 100 max marks
Total for quality		60% / 600 max marks

Details of total marks available for individual questions are set out in each question in Section H of the tender response document

Quality Questions/ Scoring Scheme

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

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	

Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

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

The tender receiving the highest mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being 400.

Price makes up 40% of the total marks available. A total price will be calculated by applying the usage information provided to the pricing schedule (question 1.4)

The most competitive tender which meets the specification in each area will receive the full marks. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the supply and delivery of greengroceries

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

Signed Name

Date

Designation: Managing Director

Company: Rowlands & Co (Shrewsbury) Ltd

Address : 9 Knights Way
 Battlefield Enterprise Park
 Shrewsbury
 Shropshire Post Code: SY1 3AB

Tel No: 01743 462244 Fax No: 01743 462751

E-mail address:

Web address: www.rowlandsltd.co.uk

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1) Status:

Signed (2) Status:

For and on behalf of: Rowlands & Co (Shrewsbury) Ltd

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1) Status:

Signed (2) Status:

For and on behalf of: Rowlands & Co (Shrewsbury) Ltd

Date

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: **N/A**

Name	Relationship

Please note:

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

Signed (1) Status:

Signed (2) Status:

For and on behalf of: Rowlands & Co (Shrewsbury) Ltd

Date

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

2.	Company History/Background	
2.1	Date Company established: 1894	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	N/A
2.4	How many years has your company been greengroceries?	
2.5	Total number of employees:	
2.6	Total number of employees engaged solely in the provision of greengroceries?	

Section C: **Financial & Insurance Information**

1. Insurance Details		
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES

2.	Financial Details																				
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1" data-bbox="296 786 1393 1182"> <thead> <tr> <th colspan="3" data-bbox="296 786 1230 875"><u>Company</u></th> <th data-bbox="1230 786 1393 875">Accounts Enclosed</th> </tr> <tr> <th data-bbox="296 875 443 965"><u>Year</u></th> <th data-bbox="443 875 855 965"><u>Turnover</u></th> <th data-bbox="855 875 1230 965"><u>Profit(Loss)</u></th> <th data-bbox="1230 875 1393 965"></th> </tr> </thead> <tbody> <tr> <td data-bbox="296 965 443 1032">2007/08</td> <td data-bbox="443 965 855 1032"></td> <td data-bbox="855 965 1230 1032"></td> <td data-bbox="1230 965 1393 1032">YES</td> </tr> <tr> <td data-bbox="296 1032 443 1099">2008/09</td> <td data-bbox="443 1032 855 1099"></td> <td data-bbox="855 1032 1230 1099"></td> <td data-bbox="1230 1032 1393 1099">YES</td> </tr> <tr> <td data-bbox="296 1099 443 1182">2009/10</td> <td data-bbox="443 1099 855 1182"></td> <td data-bbox="855 1099 1230 1182"></td> <td data-bbox="1230 1099 1393 1182">YES</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08			YES	2008/09			YES	2009/10			YES
<u>Company</u>			Accounts Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
2007/08			YES																		
2008/09			YES																		
2009/10			YES																		
2.2	<p>Please show below your company's turnover in the provision of greengroceries in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="395 1507 1291 1854"> <thead> <tr> <th data-bbox="395 1507 542 1615"><u>Year</u></th> <th data-bbox="542 1507 1291 1615">Turnover in relation to greengroceries</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 1615 542 1704">2007/08</td> <td data-bbox="542 1615 1291 1704"></td> </tr> <tr> <td data-bbox="395 1704 542 1794">2008/09</td> <td data-bbox="542 1704 1291 1794"></td> </tr> <tr> <td data-bbox="395 1794 542 1854">2009/10</td> <td data-bbox="542 1794 1291 1854"></td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to greengroceries	2007/08		2008/09		2009/10													
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2008/09																					
2009/10																					

Section D: **Outstanding Claims and Contract Terminations**

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

2. Contract Terminations/Deductions	
2.1	<p>Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.</p> <p style="color: blue;">No contracts have been terminated early</p>
2.2	<p>Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.</p> <p style="color: blue;">No fines, penalties or deductions have been incurred under any contract</p>

Section E: Health & Safety and Equal Opportunities

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

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).													
	N/A													
1.6	Do you routinely carry out Risk Assessments?	YES												
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)													
	<table border="0"> <tr> <td>Warehouse Risk Assessment</td> <td>Sales & Accounts Office Risk Assessment</td> </tr> <tr> <td>Staff Facilities</td> <td>Car Park</td> </tr> <tr> <td>Traffic Management</td> <td>Use of the Diesel Pump</td> </tr> <tr> <td>Ladder usage</td> <td>Manual Handling</td> </tr> <tr> <td>Roller Doors</td> <td>Cardboard Compactor</td> </tr> <tr> <td>Fire Safety</td> <td></td> </tr> </table>		Warehouse Risk Assessment	Sales & Accounts Office Risk Assessment	Staff Facilities	Car Park	Traffic Management	Use of the Diesel Pump	Ladder usage	Manual Handling	Roller Doors	Cardboard Compactor	Fire Safety	
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Staff Facilities	Car Park													
Traffic Management	Use of the Diesel Pump													
Ladder usage	Manual Handling													
Roller Doors	Cardboard Compactor													
Fire Safety														
1.8	Do you have a health and safety training programme for employees?	YES												
1.9	If YES to 1.8 please state what training has been given.													
	<p>Basic introduction during induction</p> <p>Manual Handling; Ladder Usage; Use of Diesel Pump; Use of Cardboard Compactor with appropriate staff.</p>													
1.10	Does your company monitor:													
	(a) Accidents	YES												
	(b) Ill health caused by work	YES												
	(c) Health & Safety Performance	YES												
1.11	Does your company have a recognised health & safety management system?	YES												
	Please give details below: We follow the principles laid out by the HSE Conduct risk assessments, designate health and safety responsibilities, Have written Policies and Procedures, Use safety data sheets and issue the staff with a Health & Safety Booklet													
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.													
	Total													
	No. of accidents reported under RIDDOR last year	Zero												
	No. of accidents reported under RIDDOR this year	Zero												

1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>We have a Health & Safety Committee and meet bi-annually or if we have an incident or new procedure that needs reviewing.</p> <p>The committee comprises 4 members drawn from different departments/roles</p>	YES
1.14	Will you be using any sub contractors as part of this contract?	YES
1.15	If YES to 1.14 please give details of who your sub contractors are.	
1.16	If YES to 1.14 how do you ensure they are competent?	
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p>We also use the HSE website for help and support and the Shropshire Council Environmental Health Team</p>	

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 	Enclosed YES
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disable persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations 	

	<p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p>As a small family owned business renowned for its 'personal approach' management style, discrimination in any form has never been an issue.</p> <p>Our staff are drawn from all genders and ages, we have one member of staff who is disabled.</p> <p>Our customers are all treated in the same manner, courteously and helpfully.</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	<p>If YES to 2.3, please give details.</p> <p>N/A</p>	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	NO
2.6	<p>If YES to 2.5, please give details.</p> <p>N/A</p>	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>All our Policies and Procedures are either on display or easily accessed by our employees. We do not advertise for staff, we either use an agency (for office and accounts staff) or draw drivers/warehouse staff from personal recommendation or walk-ins</p>	<p>YES</p> <p>YES</p> <p>N/A</p>

2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>N/A</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>A copy of our Grievance and Disciplinary procedures is attached.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: right;">Confirmed</p>	N/A

Section F: Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1					1 st Sept. 2010 To 31 st Aug 2012
2					Served for over 40 Years
3					Served for 15+ years both in- house and contractors
4					2008 to
5					March 2011 to
6					April 2011 to
7					

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply.</p>

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Section G: Accreditations and Skills Level

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. SALSA, Heart of England Food Standards or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal
	Support Training and Services plc	STS Code of Practice and Technical Standard for Food Processors & Suppliers Certificate No. 10034305	12/07/2011	12/07/2012
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. ISO9002 or EU Equivalent.</p>			
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved
	N/A			
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed N/A

Section H: **Tender Schedule**

1.	Pricing Schedule																					
1.1	<p>Please indicate for which of the following complete areas you are tendering and confirm your percentage oncost chargeable on top of your nett product prices:-</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 60%; text-align: left;">Area</th> <th style="width: 30%; text-align: center;">Shropshire Council Tendered Oncost (%)</th> </tr> </thead> <tbody> <tr> <td>S1</td> <td>North Shropshire</td> <td></td> </tr> <tr> <td>S2</td> <td>Oswestry</td> <td></td> </tr> <tr> <td>S3</td> <td>Shrewsbury</td> <td></td> </tr> <tr> <td>S4</td> <td>Telford & Bridgnorth</td> <td></td> </tr> <tr> <td>S5</td> <td>South Shropshire</td> <td></td> </tr> <tr> <td>S6</td> <td>Worcester</td> <td></td> </tr> </tbody> </table> <p>NB. The above percentage oncost must remain fixed for the duration of this contract.</p>		Area	Shropshire Council Tendered Oncost (%)	S1	North Shropshire		S2	Oswestry		S3	Shrewsbury		S4	Telford & Bridgnorth		S5	South Shropshire		S6	Worcester	
	Area	Shropshire Council Tendered Oncost (%)																				
S1	North Shropshire																					
S2	Oswestry																					
S3	Shrewsbury																					
S4	Telford & Bridgnorth																					
S5	South Shropshire																					
S6	Worcester																					
1.2	Please confirm the price firm period applicable to the prices tendered																					
1.3	Please confirm your settlement terms and any additional discount given for early payment																					

commercial information

1.4 Please fully complete the price schedule below for prices as at 24 October 2011.

Table 1: Weekly Quantities for Schools and Care Homes

<u>Item, Pack Size & Variety</u>	<u>Country & County of Origin in Season</u>	<u>Country & County of Origin if out of season</u>	<u>Bridgnorth</u>	<u>North Shropshire</u>	<u>Oswestry</u>	<u>Shrewsbury & Atcham</u>	<u>South Shropshire</u>	<u>Worcester</u>	<u>Net Product Price (£)</u>	<u>Total Price (including delivery) (£)</u>
Apples Green x 1 kg	France	S/A/Chile/Brazil	0.3	1.2	0.0	4.0	0.2	99		
Apples Red x 1 kg	France	S/A/Chile/Brazil	0.0	2.3	0.7	15.8	2.2	65		
Avocado (each)	Israel	Spain	4	4	4	4	4	4		
Baking Potatoes x 50	Shrops	Shropshire	0.0	1.2	0.0	4.0	0.5	110	£	
Bananas x 1 kg	SA	SA	0.0	4.2	1.0	52.2	5.8	18.5		
Beansprouts x 250 gram	UK	UK	0.0	0.0		0.2	0.0	0		
Beetroot Vacpack x 250 gram	UK	UK	0.3	0.2	1.3	4.0	0.0	0		
Cabbage Duncan x 1 kg	Staffs	Dutch	0.0	3.2	0.0	3.5	4.7	19		
Cabbage Green x each	Staffs	Dutch	0.0	3.3	0.3	4.7	4.5	16.2		

commercial information

Cabbage White x 1 kilo	Dutch	Dutch	0.7	2.0	1.0	7.7	1.7	19		
Calabrese x 250 grams	Lancs	Italy	0.7	12.2	5.3	41.0	50.0	38		
Carrots x 1.5 kilo	Lanc	French	2.2	7.0	0.3	13.8	1.7	70		
Carrots x 9 kg	Lanc	French	0.0	1.3	0.8	0.0	1.3	11.5		
Cauliflower x ea	Shrops	French	0.0	6.7		26.5	23.0	9		
Celery x each	Worcs	Spanish	0.0	1.3	0.3	4.7	0.5	5.8		
Cherry Tomatoe x 250 gram	UK	Dutch	0.0	0.0	0.0	0.5	0.3	3.2		
Coleslaw Mix x 2kg	UK/Dutch	UK/Dutch	6	6	6	6	6	6		
Cone Radish x pack	UK	Dutch	0.0	0.7	0.0	1.7	0.0	1.7		
Courgette Green x 1 kilo	Worcs	Italy	0.0	0.3	0.0	2.8	0.8	3.7		
Cucumber Medium x each	UK	Spanish/Dutch	1.0	5.8	1.7	33.2	10.3	75		
Easy Peelers x 1 kg	Spanish	SA	0.0	0.5	0.0	5.7	1.0	0.2		
Grapes Black x 500 gram	Spanish	SA	0.7	1.1	0.5	5.2	2.2	9.7		
Grapes Green x 500 gram	Spanish	SA	0.2	0.8	0.2	3.3	2.2	6.2		
Herb Coriander 50g pack	Worcs	Worcs	12	12	12	12	12	12		

commercial information

Iceberg Lettuce x each	Shrops	Spain	0.7	8.7	1.3	41.8	11.7	45.5		
Kiwi Fruit x 6 punnet	Italy	NZ	0.3	1.3	0.5	0.8	0.2	4.3		
Leeks x 1 kilo	Lancs	Dutch	0.0	0.3	0.0	2.5	0.8	4.2		
Lemons x 6	Greek	SA	0.3	0.2	0.2	1.0	1.2	2.8		
Onions Cooking 1.5 kg	Shrops	Dutch	0.0	3.5	0.3	7.0	1.7	5.3		
Onions Red x 1.5 kg	Lincs	Italian	0.0	0.7	0.2	2.0	1.3	1.8		
Oranges Large x 5	Spanish	SA	0.7	0.0	0.0	0.0	0.7	1.8		
Oranges Medium x 10	Spanish	Sa	0.0	1.0	0.3	3.7	1.0	4.5		
Parsley Curly x Bunch	Worcs	Worcs	0.0	0.3	0.0	1.0	0.7	2.3		
Pears Packham x 1 kg	Dutch	SA	0.3	2.5	0.0	13.5	2.8	13		
Peppers Mixed x 3 pack	UK	Dutch	0.5	3.2	0.0	9.5	3.3	14.7		
Peppers Red x 3 pack	UK	Dutch	0.0	0.0	1.0	0.5	0.2	1.5		
Potato Carry Home 12.5 kilo	Shrops	Scottish	0.3	4.3	2.7	5.0	8.5	44.7		
Potato Sweet x 1 kilo	USA	USA	0.0	0.5	0.0	0.8	0.0	1.3		

commercial information

Strawberries x 250 gram	Staffs	Dutch	0.0	0.7	2.0	0.5	0.0	0		
Swede x 1.5 kg	Shrops	Scottish	0.0	1.7	0.0	9.7	0.5	5.5		
Tomatoes x 1 kg	UK/Shrop	Dutch	0.3	3.8	0.0	23.3	5.5	19.2		
PREPARED VEG										
Potatoes (3kg bag) Peeled	Shrops	Scottish	12	12	12	12	12	12		
Carrots (1kg bag) Whole Peeled	Lancs	French	12	12	12	12	12	12		
Carrots (1kg) Diced	Lancs	French	12	12	12	12	12	12		
Carrots (1kg) Baton	Lancs	French	12	12	12	12	12	12		
Swede (3kg) Diced	Shrops	Scottish	12	12	12	12	12	12		
Cabbage (3kg) Green Shredded	Staffs	Dutch	12	12	12	12	12	12		

Table 2: Spring Half Term School and Care Home Quantities (6 weeks)

<u>Item, Pack Size & Variety</u>	<u>Country & County of Origin in Season</u>	<u>Country & County of Origin if out of season</u>	<u>Total Bridgnorth</u>	<u>Total North Shropshire</u>	<u>Total Oswestry</u>	<u>Total Shrewsbury & Atcham</u>	<u>Total South Shropshire</u>	<u>Total Worcester</u>	<u>Net Product Price (£)</u>	<u>Total Price (including delivery) (£)</u>
Apples Green x 1 kg	France	S/A & S.Amer	101	69	37	119	106	594		
Apples Red x 1 kg	France	S/A & S Amer	159	115	72	278	107	390		
Avocado's (each)	Israel	Spain	12	12	12	12	12	12		
Baking Potatoes x 50	Shrops	Shropshire	19	26	3	55	23	660		
Bananas x 1 kg	SA	SA	134	156	88	526	150	111		
Beansprouts x 250 gm	UK	UK	7	2		1	0	0		
Beetroot Vacpack x 250gm	UK	UK	24	38	18	69	0	0		
Cabbage Duncan x 1 kg	Staffs	Dutch	62	73	31	128	103	114		
Cabbage Green x each	Staffs	Dutch	77	92	20	28	125	97		
Cabbage Red x 1 kilo	UK	Dutch	4	0		104	4	0		
Cabbage White x 1 kilo	Dutch	Dutch	97	98	56	217	80	114		
Calabrese x 250 grams	Lancs	Italy	160	209	101	630	469	228		
Carrots x 1.5 kilo	Lanc	French	203	306	132	427	200	420		
Carrots x 9 kg	Lanc	French	37	47	27	104	72	69		
Cauliflower x each	Shrops	French	68	47		241	180	54		
Celery x each	Worcs	Spanish	22	39	25	119	39	35		

commercial information

Cherry Tomatoes x 250 gram	UK	Dutch	6	0	2	6	19	19		
Coleslaw Mix x 2kg			12	12	12	12	12	12		
Cone Radish x pack	UK	Dutch	10	4	12	18	10	10		
Courgette Green x 1 kilo	Worcs	Italy	17	10	21	70	16	22		
Cucumber Medium x each	UK	Spanish/Dutch	511	381	236	864	409	450		
Cucumbers x 12	UK	Spanish/Dutch	2	6		7	11	0		
Easy Peelers x 1 kg	Spanish	SA	12	8	17	70	7	1		
Garlic Pack x 2	French	China		1		9	8	7		
Grapes Black x 500 gram	Spain	SA	106	106	54	258	71	58		
Grapes Green x 500 gram	Spain	SA	74	81	46	228	44	37		
Herb Basil 50g pack	Worcs	Worcs	1	1	2	2	0	0		
Herb Coriander 50g pack	Worcs	Worcs	15	15	15	15	15	15		
Iceberg Lettuce x Box	Shrops	Spain	10	47	7	252	60	5		
Iceberg Lettuce x each	Shrops	Spain	373	376	168	558	290	273		
Kiwi Fruit x 6 punnet	Italy	NZ	63	54	74	101	36	26		
Leeks x 1 kilo	Lancs	Dutch	10	11	12	36	25	25		
Lemons x 6	Greek	SA	30	20	1	43	22	17		
Lettuce Flat x each	UK	Dutch	69	0	18	52	62	60		
Lollo Rosso Lettuce x each	Shrops	Dutch	15	0	12	12	1	1		

commercial information

Melons Honeydew x each	Spanish	Brazil	40	22	8	23	39	39		
Mid potatoes x 10 kg	Lancs	Israel	6	2	1	0	5	0		
Mushroom Cup x 500 gram	Polish	Polish	40	37	41	134	12	12		
Onions Cooking 1.5 kg	Shrops	Dutch	65	75	38	131	67	32		
Onions Red x 1.5 kg	Lincs	Italian	36	24	27	62	21	11		
Oranges Large x 5	Spanish	SA	17	28	16	31	17	11		
Oranges Medium x 10	Spanish	SA	44	33	24	74	31	27		
Parsley Curly x bunch	Worcs	Worcs	16	26	6	48	18	14		
Parsnips x 1.5 kg	Staffs	Staffs	19	8	1	16	14	12		
Pears Packham x 1 kg	Dutch	SA	65	57	42	212	92	78		
Peppers Mixed x 3 pack	UK	Dutch	99	129	95	269	104	88		
Peppers Red x 3 pack	UK	Dutch	2	8	10	21	10	9		
Peppers Yellow x 3 pack	UK	Dutch		1	2	8	5	5		
Potato Carry Home 12.5 kilo	Shrops	Scottish	175	297	130	569	291	268		
Potato Sweet x 1 kilo	USA	USA	14	28	14	65	10	8		
Potatoes Washed Mids 1.5 kilo	Lancs	Israel	31	6	7	36	6	6		
Salad Cress x Punnet	UK	UK	51	119	33	474	166	126		
Spring Onions x Bunch	UK	Egypt	30	27	27	22	53	8		
Strawberries x 250 gram	Staffs	Dutch	3	3	4	0	0	0		
Strawberries x 500 gram	Staffs	Dutch	7	19	12	15	6	3		
Swede x 1.5 kg	Shrops	Scottish	32	41	21	129	38	33		

commercial information

Tomatoes x 1 kg	UK/Shrop	Dutch	137	186	85	393	150	115		
Tomatoes x 6 kg box	UK/Shrop	Dutch	17	3	3	13	17	6		
PREPARED VEG										
Potatoes (3kg bag) Peeled	Shrops	Scottish	12	12	12	12	12	12		
Carrots (1kg bag) Whole Peeled	Lancs	French	12	12	12	12	12	12		
Carrots (1kg) Diced	Lancs	French	12	12	12	12	12	12		
Carrots (1kg) Baton	Lancs	French	12	12	12	12	12	12		
Swede (3kg) Diced	Shrops	Scottish	12	12	12	12	12	12		
Cabbage (3kg) Green Shredded	Staffs	Dutch	12	12	12	12	12	12		

2.	Quality & Freshness of Produce	
2.1	<p>Please give details of your procedure when purchasing produce, to ensure that the quality of all fruit and vegetables supplied under this arrangement is in a fresh and consistent condition. Would you also please give details of what action you will take to monitor the quality of the produce supplied throughout the contract period</p> <p>experienced managers and from well established companies and local</p>	75 marks
2.2	<p>How often do you purchase produce from your suppliers (e.g. daily, twice weekly etc). Please also confirm details of your main suppliers (i.e. name, location, type of products)</p>	75 marks

2.3	Describe below your quality control procedures and the stages at which they are applied and by whom	75 marks
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2.4	Please provide details of any pre-prepared products that are offered and state whether these are prepared by your Company or purchased from other sources	75 marks
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3.0	Sustainability																																																																												
3.1	<p>Shropshire Council is working in partnership with the farming agencies in order to further increase the amount of fresh seasonal produce included in meals, the Council recognises the importance of product traceability in helping to achieve this. Please provide details of the County and Country of origin of all products supplied under the arrangement</p> <table border="1" data-bbox="276 1144 1262 2016"> <thead> <tr> <th data-bbox="284 1144 608 1178">Item</th> <th data-bbox="616 1144 935 1178">In Season</th> <th data-bbox="943 1144 1254 1178">Out of season</th> </tr> </thead> <tbody> <tr> <td data-bbox="284 1182 608 1216">Vegetables</td> <td data-bbox="616 1182 935 1216"></td> <td data-bbox="943 1182 1254 1216"></td> </tr> <tr> <td data-bbox="284 1220 608 1254">Brussel Sprouts</td> <td data-bbox="616 1220 935 1254">Staffordshire</td> <td data-bbox="943 1220 1254 1254">Dutch</td> </tr> <tr> <td data-bbox="284 1258 608 1292">Cabbage/Green</td> <td data-bbox="616 1258 935 1292">Staffordshire</td> <td data-bbox="943 1258 1254 1292">Dutch</td> </tr> <tr> <td data-bbox="284 1296 608 1330">Cabbage/Dutch White</td> <td data-bbox="616 1296 935 1330">Dutch</td> <td data-bbox="943 1296 1254 1330">Dutch</td> </tr> <tr> <td data-bbox="284 1335 608 1368">Cabbage/Red</td> <td data-bbox="616 1335 935 1368">UK</td> <td data-bbox="943 1335 1254 1368">Dutch</td> </tr> <tr> <td data-bbox="284 1373 608 1406">Carrots</td> <td data-bbox="616 1373 935 1406">Lancashire</td> <td data-bbox="943 1373 1254 1406">French</td> </tr> <tr> <td data-bbox="284 1411 608 1444">Calabrese/Broccoli</td> <td data-bbox="616 1411 935 1444">Lancashire</td> <td data-bbox="943 1411 1254 1444">Italian</td> </tr> <tr> <td data-bbox="284 1449 608 1482">Cauliflowers</td> <td data-bbox="616 1449 935 1482">Shropshire</td> <td data-bbox="943 1449 1254 1482">French</td> </tr> <tr> <td data-bbox="284 1487 608 1520">Courgettes</td> <td data-bbox="616 1487 935 1520">Evesham</td> <td data-bbox="943 1487 1254 1520">Italian</td> </tr> <tr> <td data-bbox="284 1525 608 1559">Leeks</td> <td data-bbox="616 1525 935 1559">Lancashire</td> <td data-bbox="943 1525 1254 1559">Dutch</td> </tr> <tr> <td data-bbox="284 1563 608 1597">Mushrooms/Cup</td> <td data-bbox="616 1563 935 1597">Polish</td> <td data-bbox="943 1563 1254 1597">Polish</td> </tr> <tr> <td data-bbox="284 1601 608 1635">Onions/Cooking</td> <td data-bbox="616 1601 935 1635">Shropshire</td> <td data-bbox="943 1601 1254 1635">Dutch</td> </tr> <tr> <td data-bbox="284 1639 608 1673">Onions/Red</td> <td data-bbox="616 1639 935 1673">Lincolnshire</td> <td data-bbox="943 1639 1254 1673">Italian</td> </tr> <tr> <td data-bbox="284 1677 608 1711">Parsnips</td> <td data-bbox="616 1677 935 1711">Staffordshire</td> <td data-bbox="943 1677 1254 1711">Staffordshire</td> </tr> <tr> <td data-bbox="284 1715 608 1749">Potatoes</td> <td data-bbox="616 1715 935 1749">Shropshire</td> <td data-bbox="943 1715 1254 1749">Scottish</td> </tr> <tr> <td data-bbox="284 1753 608 1787">Potatoes/Bakers</td> <td data-bbox="616 1753 935 1787">Shropshire</td> <td data-bbox="943 1753 1254 1787">Shropshire</td> </tr> <tr> <td data-bbox="284 1792 608 1825">Potatoes/Mids</td> <td data-bbox="616 1792 935 1825">Lancashire</td> <td data-bbox="943 1792 1254 1825">Israel</td> </tr> <tr> <td data-bbox="284 1830 608 1863">Potatoes/Sweet</td> <td data-bbox="616 1830 935 1863">USA</td> <td data-bbox="943 1830 1254 1863">USA</td> </tr> <tr> <td data-bbox="284 1868 608 1901">Spinach</td> <td data-bbox="616 1868 935 1901">Shropshire</td> <td data-bbox="943 1868 1254 1901">Shropshire</td> </tr> <tr> <td data-bbox="284 1906 608 1939">Swede</td> <td data-bbox="616 1906 935 1939">Shropshire</td> <td data-bbox="943 1906 1254 1939">Scottish</td> </tr> <tr> <td data-bbox="284 1944 608 1977">Salad</td> <td data-bbox="616 1944 935 1977"></td> <td data-bbox="943 1944 1254 1977"></td> </tr> <tr> <td data-bbox="284 1982 608 2016">Beansprouts</td> <td data-bbox="616 1982 935 2016">UK</td> <td data-bbox="943 1982 1254 2016">UK</td> </tr> <tr> <td data-bbox="284 2020 608 2054">Beetroot/Vacpak</td> <td data-bbox="616 2020 935 2054">UK</td> <td data-bbox="943 2020 1254 2054">UK</td> </tr> <tr> <td data-bbox="284 2058 608 2092">Beetroot/Loose</td> <td data-bbox="616 2058 935 2092">Evesham</td> <td data-bbox="943 2058 1254 2092">Spanish</td> </tr> </tbody> </table>	Item	In Season	Out of season	Vegetables			Brussel Sprouts	Staffordshire	Dutch	Cabbage/Green	Staffordshire	Dutch	Cabbage/Dutch White	Dutch	Dutch	Cabbage/Red	UK	Dutch	Carrots	Lancashire	French	Calabrese/Broccoli	Lancashire	Italian	Cauliflowers	Shropshire	French	Courgettes	Evesham	Italian	Leeks	Lancashire	Dutch	Mushrooms/Cup	Polish	Polish	Onions/Cooking	Shropshire	Dutch	Onions/Red	Lincolnshire	Italian	Parsnips	Staffordshire	Staffordshire	Potatoes	Shropshire	Scottish	Potatoes/Bakers	Shropshire	Shropshire	Potatoes/Mids	Lancashire	Israel	Potatoes/Sweet	USA	USA	Spinach	Shropshire	Shropshire	Swede	Shropshire	Scottish	Salad			Beansprouts	UK	UK	Beetroot/Vacpak	UK	UK	Beetroot/Loose	Evesham	Spanish	60 marks
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Item	In Season	Out of season
Salad continued		
Celery	Evesham	Spanish
Cucumber	UK	Spanish/Dutch
Garlic	French	Chinese
Herbs	Evesham	Evesham
Herbs/Parsley	Evesham	Evesham
Lettuce/Flat	UK	Dutch
Lettuce/Iceberg	Shropshire	Spanish
Lettuce/Speciality	Shropshire	Spanish
Peppers	UK	Dutch
Salad cress	UK	UK
Spring Onions	UK	Egyptian
Tomatoes	UK/Shropshire	Dutch
Tomatoes/Cherry	UK	Dutch
Radish	UK	Dutch
Fruit		
Apples/Green	French	SA/Chile/Brazil
Apples/Red	French	SA/Chile/Brazil
Avocado	Israel	Spanish
Bananas	South American	South American
Grapes/Green	Spanish	South American
Grapes/Black	Spanish	South American
Kiwi	Italian	New Zealand
Lemons	Greek	South American
Oranges	Spanish	South American
Easy Peelers	Spanish	South American
Pears	Dutch	South American
Strawberries	Staffordshire	Dutch
Melons (Honeydew)	Spanish	South American
<p>Please specify the approximate percentage of your total products which are obtained from the following sources:</p> <p>Wholesale Markets:</p> <p>Direct from a grower:</p> <p>From other Wholesale outlets:</p> <p>Other sources e.g. directly imported:</p>	<p>60 marks</p>	

3.3	The Contracting Authority aims to reduce the amount of waste generated through their activities. Please show how you will help us to achieve this aim in connection with this contract	55 marks
3.4	Please confirm any environmental accreditation your Company holds and provide a copy of your organisations environmental policy	25 marks

4.0	Order, Delivery & Premises	
4.1	Please state whether you are able to offer a telesales service.	10 marks
4.2	If no to 3.1 please state how you propose to obtain orders from individual establishments	10 marks
4.3	Please state the number of days that orders are required to be received before required delivery time	10 marks

<p>4.4</p>	<p>Please details the address(s) where orders should be sent and the address where orders will be prepared and delivered from (if different)</p> <p>Address Rowlands & Co Ltd 9 Knights Way Battlefield Enterprise Park Shrewsbury SY1 3AB</p> <p>Telephone: 01743 462244; option 1</p> <p>Fax: 01743 462751</p> <p>Email:</p>	<p>For info only</p>
<p>4.5</p>	<p>Please show below full details of your current delivery fleet indicating type of vehicles, number, size, age, location/operating base and fleet renewal programme</p>	<p>20 marks</p>
<p>4.6</p>	<p>What energy emissions do the vehicles you use for delivery produce</p> <p style="text-align: right;">ney</p>	<p>10 marks</p>
<p>4.7</p>	<p>Please give full details of the premises you would use to deliver this contract, including location, size and details of current work carried out at the premises</p>	<p>30 marks</p>

4.8	Please confirm if you own or lease your premises and if leased length of your current lease and its expiry date	10 marks
4.9	Do you also operate on a retail basis (i.e. your own shop)	For info only

SHROPSHIRE COUNCIL FOOD POLICY 2004

Education Catering Services - Food Additives avoided

Listed below are ALL the synthetic colours and some of the preservatives and antioxidants used by food manufactures

COLOURS

E102	Tartrazine
E104	Quinoline Yellow
E110	Sunset Yellow FCF
E122	Carmoisine or Azorubine
E123	Amaranth
E124	Ponceau 4R or Cochineal
E127	Erythrosine B5
E128	Red 2G
E129	Allura Red AC
E131	Patient Blue V
E132	Indigo Carmine or Indigotine
E133	Brilliant Blue FCF
E142	Green S (Acid Brilliant Green)
E150	Caramel (a) (b) (c) (d)
E151	Black PN (Brilliant Black BN)
E153	Carbon Black (Vegetable Carbon)
E154	Brown FK (Kipper Brown)
E155	Brown HT
E161(g)	Canthaxanthin
E173	Aluminium
E180	Pigment Rubine (Linthol Rubine BK)

FLAVOURINGS

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

Flavour Enhancers

E621	Monosodium glutamate (MSG)
E622	Monopotassium glutamate (MPG)

Anti-Oxidants

E320	Butylated Hydroxy Anisole (BHA)
E321	Butylated Hydroxy Toluene (BHT)

Preservatives

E210	Benzoic Acid
E211	Sodium Benzoate
E220	Sulphur Dioxide
E249	Potassium Nitrite
E250	Sodium Nitrite
E251	Sodium Nitrate
E252	Potassium Nitrate
E282	Calcium Propionate (bread preservative)

Fats

Hydrogenated Fat

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

E221	Sodium sulphite
E222	Sodium hydrogen sulphite
E223	Sodium metabisulphite
E224	Potassium metasilphite
E226	Calcium sulphite
E227	Calcium bisulphite
E228	Potassium hydrogen sulphite

Other additives which can be a problem for asthmatics or aspirin sensitive people (possibly those sensitive to 'salicylates')

E212	Potassium Benzoate
E213	Calcium Benzoate
E214	Ethyl 4 hydroxybenzoate
E215	Ethyl 4 hydroxybenzoate
E216	Propyl 4 hydroxybenzoate
E217	Propyl 4 hydroxybenzoate
E218	Methyl 4 hydroxybenzoate
E219	Methyl 4 hydroxybenzoate
E230	Diphenyl
E231	Ortho phenylphenol
E232	Sodium Orthophylphenate
E233	Thiabendazole
E234	Nisin
E235	Natamycin

Other additives not allowed for infants and young children

Anti - Oxidants

E310	Propyl gallate
E311	Oxtyl gallate
E312	Dodecyl gallate

Sweeteners

E950	Acesulfame
E951	Aspartame
E953	Isomalt
E954	Saccharin
E965	(i) (ii) Malitol
E966	Lactitol
E967	Xylitol
E120	Cochineal/carminic acid is a natural colouring but some parents have reported reactions.

personnel information

Mr Jamie Wright
Total Produce
Staniers Way
Roman Road
Hereford
HR1 1JU

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 2nd December 2011
My ref: RMC 016(1)

Dear Mr Wright

RMC 016(1) - SUPPLY AND DELIVERY OF GREENGROCERIES COMMENCING ON 1 JANUARY 2012 FOR A PERIOD OF 2 YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 2 YEAR PERIOD

GEOGRAPHICAL AREAS: SOUTH SHROPSHIRE, WORCESTER

I confirm that your tender relating to the above framework has been accepted for the above geographical areas subject to the successful expiry of the mandatory standstill period (which will expire on 12th December 2011).

The information provided by the invitation to tender documentation and your tender response will form the basis of the framework arrangement.

Please note that Shropshire Council cannot commit to any particular level of expenditure against this framework arrangement.

This framework is subject to the General Terms and Conditions of Shropshire Council together with our invitation to tender documentation, copies of which you have already received and your tender response.

Yours faithfully

Janet Croft
General Manager

Bill Campbell
Business Operations Manager

personal information

Mr Ian Rowlands
Rowlands & Co (Shrewsbury) Ltd
9 Knights Way
Battlefield Enterprise Park
Shrewsbury
Shropshire
SY1 3AB

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 2nd December 2011
My ref: RMC 016(1)

Dear Mr Rowlands

RMC 016(1) - SUPPLY AND DELIVERY OF GREENGROCERIES COMMENCING ON 1 JANUARY 2012 FOR A PERIOD OF 2 YEARS WITH THE OPTION TO EXTEND FOR A FURTHER 2 YEAR PERIOD

GEOGRAPHICAL AREAS: NORTH SHROPSHIRE, OSWESTRY, SHREWSBURY, TELFORD & BRIDGNORTH

I confirm that your tender relating to the above framework has been accepted for the above geographical areas subject to the successful expiry of the mandatory standstill period (which will expire on 12th December 2011).

The information provided by the invitation to tender documentation and your tender response will form the basis of the framework arrangement.

Please note that Shropshire Council cannot commit to any particular level of expenditure against this framework arrangement.

However, I do have to inform you that your tender was unsuccessful for the South Shropshire & Worcester areas. This area was awarded to the tenderer that was ranked first overall.

This framework is subject to the General Terms and Conditions of Shropshire Council together with our invitation to tender documentation, copies of which you have already received and your tender response.

Yours faithfully

Janet Croft
General Manager

Bill Campbell
Business Operations Manager

