

This notice in TED website: <http://ted.europa.eu/udl?uri=TED:NOTICE:67323-2018:TEXT:EN:HTML>

**United Kingdom-Shrewsbury: Cleaning products
2018/S 031-067323**

Contract notice

Supplies

Directive 2014/24/EU

Section I: Contracting authority

I.1) **Name and addresses**

Shropshire Council
Shirehall, Abbey Foregate
Shrewsbury
SY2 6ND
United Kingdom
Contact person: [REDACTED] - Procurement Manager
Telephone: +44 1743252992
E-mail: procurement@shropshire.gov.uk
NUTS code: UKG22

Internet address(es):

Main address: www.shropshire.gov.uk

I.1) **Name and addresses**

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

Shirehall, Abbey Foregate
Shrewsbury
SY2 6ND
United Kingdom

E-mail: procurement@shropshire.gov.uk

NUTS code: UKG22

Internet address(es):

Main address: www.shropshire.gov.uk

I.2) **Joint procurement**

The contract involves joint procurement

I.3) **Communication**

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Cleaning-products./9YYSGBQ2K2>

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted electronically via: <http://www.delta-esourcing.com/tenders/UK-title/9YYSGBQ2K2>

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

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

Regional or local authority

- I.5) **Main activity**
General public services

Section II: Object

II.1) **Scope of the procurement**

II.1.1) **Title:**

RMCS 023 — Supply of Cleaning Materials & Associated Cleaning Equipment
Reference number: RMCS 023

II.1.2) **Main CPV code**

39830000

II.1.3) **Type of contract**

Supplies

II.1.4) **Short description:**

The council are seeking 1 contractor for the provision of all cleaning materials and associated cleaning equipment to Shropshire Council for an initial period of 3 years commencing the 1.8.2018 with an option to extend for a further 2 years period up to 31.7.2023.

II.1.5) **Estimated total value**

Value excluding VAT: 800 000.00 GBP

II.1.6) **Information about lots**

This contract is divided into lots: no

II.2) **Description**

II.2.1) **Title:**

II.2.2) **Additional CPV code(s)**

II.2.3) **Place of performance**

NUTS code: UKG22

Main site or place of performance:
Shropshire CC.

II.2.4) **Description of the procurement:**

The council are seeking 1 contractor for the provision of cleaning materials and associated cleaning equipment to Shropshire Council for an initial period of 3 years commencing the 1.8.2018 with an option to extend for a further 2 years period up to 31.7.2023.

Cleaning materials and cleaning equipment are required to be delivered on a regular basis to sites across Shropshire, Herefordshire, Worcestershire, Staffordshire, Cheshire, North Wales and the West Midlands in line with the requirements of the council and the specifications included in the tender.

The contract will be split into two categories (catering sites and cleaning sites). The reason for this categorisation is a differentiation in the products required and the invoicing methodology.

II.2.5) **Award criteria**

Criteria below

Quality criterion - Name: Quality / Weighting: 50

Cost criterion - Name: Price / Weighting: 50

II.2.6) **Estimated value**

Value excluding VAT: 800 000.00 GBP

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

Start: 01/08/2018

End: 31/07/2021

This contract is subject to renewal: yes

Description of renewals:

This contract can be extended for a further period of up to 2 years.

II.2.10) Information about variants

Variants will be accepted: no

II.2.11) Information about options

Options: no

II.2.12) Information about electronic catalogues

II.2.13) Information about European Union funds

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

II.2.14) Additional information

Section III: Legal, economic, financial and technical information

III.1) Conditions for participation

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

List and brief description of conditions:

See tender documentation.

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation.

Minimum level(s) of standards possibly required:

See tender documentation.

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation.

Minimum level(s) of standards possibly required:

See tender documentation.

III.1.5) Information about reserved contracts

III.2) Conditions related to the contract

III.2.2) Contract performance conditions:

See tender documentation.

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

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure

Open procedure

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

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

IV.1.6) Information about electronic auction

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

The procurement is covered by the Government Procurement Agreement: no

IV.2) **Administrative information**

IV.2.1) **Previous publication concerning this procedure**

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

Date: 15/03/2018

Local time: 12:00

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

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

English

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

IV.2.7) **Conditions for opening of tenders**

Date: 15/03/2018

Local time: 12:00

Place:

Shirehall, Shrewsbury.

Section VI: Complementary information

VI.1) **Information about recurrence**

This is a recurrent procurement: yes

Estimated timing for further notices to be published:

5 years

VI.2) **Information about electronic workflows**

VI.3) **Additional information:**

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

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Cleaning-products./9YYSGBQ2K2>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/9YYSGBQ2K2>

GO Reference: GO-2018213-PRO-11900363.

VI.4) **Procedures for review**

VI.4.1) **Review body**

Shropshire Council

Shirehall

Shrewsbury

SY2 6ND

United Kingdom

Telephone: +44 1743252992

E-mail: procurement@shropshire.gov.uk

Internet address: www.shropshire.gov.uk

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

Shropshire Council

Shirehall, Abbey Foregate

Shrewsbury
SY2 6ND
United Kingdom
E-mail: procurement@shropshire.gov.uk
Internet address: www.shropshire.gov.uk

VI.4.3) **Review procedure**

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

Shropshire Council
Shirehall, Abbey Foregate
Shrewsbury
SY2 6ND
United Kingdom
E-mail: procurement@shropshire.gov.uk
Internet address: www.shropshire.gov.uk

VI.5) **Date of dispatch of this notice:**

13/02/2018

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Bidder

RMCS 023 – SUPPLY OF CLEANING MATERIALS & ASSOCIATED CLEANING PRODUCTS

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. Draft Contract
3. Tender Response Document
4. Appendix A – Pricing Schedule
5. Appendix B – Site List 2018

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

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

Returning of Tenders

- The deadline for returning tenders is **noon on 15th March 2018**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

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

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 13th February 2018 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.

Please also note that Shropshire Council is committed to achieving Social Value outcomes through all its procurement activity, specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

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

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

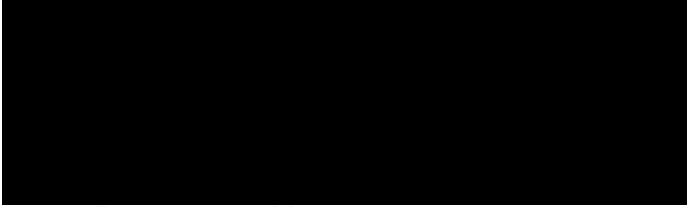
Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response

personal info

Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

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

Yours faithfully



Procurement Manager
Commissioning & Procurement
Enc



INSTRUCTIONS FOR TENDERING & SPECIAL TERMS & CONDITIONS

**RMCS 023 – SUPPLY OF
CLEANING MATERIALS &
ASSOCIATED CLEANING
EQUIPMENT**

Shropshire Council Instructions for tendering

Contract Description:

This is a contract for the provision of cleaning materials and associated cleaning equipment to Shropshire Council for an initial period of 3 years commencing the 1st August 2018 with an option to extend for a further 2 year period up to 31st July 2023.

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

The contract will be split into two categories (catering sites and cleaning sites). The reason for this categorisation is a differentiation in the products required and the invoicing methodology.

Category 1: Provision of cleaning materials and equipment for school and other Council sites.

- The cleaning department of Shire Services currently provides cleaning services to 135 premises across Shropshire and the West Midlands. These include primary and secondary schools as well as other Council sites such as libraries, Youth Centres and Council offices.

Category 2: Provision of cleaning materials and equipment for school kitchens.

- The catering department of Shire Services provides catering services to schools across Shropshire, Herefordshire, Worcestershire, Cheshire, North Wales and the West Midlands. The delivery of cleaning materials and equipment is required to 112 school kitchens in order to maintain the cleanliness of the kitchens and other catering premises within that site. This will include the provision of dishwashing machine chemicals.

The Council reserves the right to change, withdraw or include establishments on a temporary or permanent basis to this arrangement as necessary.

Further sites may be added and others removed during the duration of this contract dependant on operational requirements.

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1.0 Invitation to Tender

- 1.1 You are invited to tender for the supply of cleaning materials as detailed in the Tender Response Document. The contract will be for an initial period of **3 years** commencing on the **1st August 2018** with the option to extend for a further period of up to 2 years.
- 1.2 Tenders are to be submitted in accordance with the enclosed Draft Contract of Shropshire Council and the instructions and special terms and conditions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

2.2 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the **Draft Contract** and these Instructions for Tendering & Special Terms & Conditions unless the Council shall previously have expressly agreed in writing to the contrary.

2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 15th March 2018**.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with,

the Tender may be rejected.

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

5.0 Variant Bids

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

6.0 Tender Evaluation

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

7.0 Clarifications

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **8th March 2018**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

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

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

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

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

9.0 Confidentiality

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

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

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

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

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

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

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

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

9.7 Transparency of Expenditure

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

10.0 Freedom of Information

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

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

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

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

11.0 Disqualification

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

any Tender or proposed Tender for the services any act or omission.

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

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

12.0 **E-Procurement**

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

13.0 **Award of Contract**

13.1 **Award Criteria**

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

13.2 **Award Notice**

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

13.3 **Transparency of Expenditure**

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

14.0 **Value of Contract**

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

15.0 Acceptance

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

15.2 The Tender documentation including, the Draft Contract included and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

15.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **1st August 2018**

16.0 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.

17.0 Liability of Council

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

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

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

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

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

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

19.0 Special Terms and Conditions

19.1 Operation of Contract

Tenderers are required to submit prices on the basis of a cost plus price. This price is to include all expenses incurred in the delivery of all ordered items to each establishment and any other costs associated with the execution of the contract.

For evaluation purposes, prices must be detailed in Appendix A – Pricing Schedule and Product List. Prices to be tendered should be those applying at 1st August 2018

19.2 Acceptance of Tender

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

19.3 Award of Contract

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

- i) A single contractor to cover all requirements

19.4 Values/Quantities

Any values or quantities given in this invitation to tender are estimates and for guidance only. The Contracting Authority is not bound by these estimates and there are no maximum or minimum limits to the orders that may be placed by the Contracting Authority. The Contracting Authority can give no guarantees in respect of the likely values to be seen under any contract.

19.5 Prices

The basis of the arrangement will be a fixed price on an annual basis (contract anniversary).

The Contractor will be required to submit new prices at least one month prior to the contract anniversary.

Any queries or disputes relating to these prices must be raised prior to their implementation.

In exceptional circumstances, the Council may consider price increase requests outside of the process listed above. One month's notice in writing of any such increase to these prices must be given to the General Manager, Shire Services, and their written agreement received before any increases can be applied.

Tenderers are required to submit prices for the complete range of products specified and should be all inclusive but exclusive of VAT.

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

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

19.6 Price Verification

19.6.1 The prices quoted as at 1st August 2018 form the basis of the Arrangement but as prices obviously will change during the lifetime of the arrangement, the procedure for price variation will be as follows:-

19.6.2 For the supply of cleaning materials and associated cleaning equipment

Price variations for cleaning materials and associated cleaning equipment will be implemented annually, the Contractor giving the Contracting Authority one calendar month prior written notice of change.

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

19.6.4 For supply of products, the contractor will be required to provide annual lists of cleaning materials and associated cleaning equipment for use as authorised by the General Manager, Shire Services within 7 days of their becoming effective.

These price lists will show the effective date of the changes, the period covered, the Contractor's product

reference number, pack size and price. Sufficient copies of these price lists will be required to be supplied by the Contractor for circulation within the Authority.

Should any product be supplied by the Contractor to an individual site that is not on this authorised list, the Contracting Authority will not be liable for payment.

19.7 Specification

- a) Goods supplied shall be of very good quality and be fit for the purpose for which they are to be used.
- b) The Contractor must provide a materials safety data sheet for each product (where applicable). This will form the basis of the COSHH sheets produced by Shire Services. Materials safety data sheets will be provided to the Contracting Authority during the mobilisation phase; upon request and at any time a new product is introduced on to the price list (and therefore sent out to sites). No product may be sent/ordered without the Contracting Authority seeing the corresponding materials data sheet in advance.
- c) The Contractor will be asked by the Contracting Authority to supply only authorised cleaning materials and associated cleaning equipment products under the terms of this Standing Offer Arrangement. No orders for any unauthorised products are to be taken and supplied to any sites.
- d) Goods supplied must conform as to quantity, quality and description with the particulars stated in the Standing Offer Arrangement and the purchase order.
- e) 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.
- f) All cleaning materials and associated cleaning equipment supplied against this Standing Offer Arrangement shall, in all respects, where relevant, comply

with the requirements of:

- I. The Trade Descriptions Act 1968
- II. The Weights and Measures Act 1985

and any other legislation applicable (and any other enactments or regulations made under or kept in being by the above Acts) or EU equivalent legislation relating to cleaning materials and associated cleaning equipment as if such products were for retail sale.

- g) All packages must be marked with the correct description of the packaged item

19.8 Variation of Specification

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

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

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

19.9 Samples

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

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

19.10 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 cleaning materials and associated cleaning equipment being supplied. Should the result of such test or analyses indicate that the cleaning materials and associated cleaning equipment are not equal to the standard specified, the charges for such tests or analyses shall be met by the Contractor.

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

19.11 Inspection of Goods and Premises

- (a) The Contractor will allow the Contracting Authority, any of its staff and appropriate personnel to inspect any delivery ticket and to check the quality and/or quantity of the goods at the premises of the Contractor, before despatch, during transit or at the place of delivery. The Contractor, his agents and servants shall give the Contracting Authority and its staff all reasonable assistance to enable them to check the quantity and/or quality of the goods or to inspect the Contractor's premises.
- (b) The Contracting Authority may submit samples of the goods to a public analyst or to a recognised testing house for examination. If the goods submitted are certified not to be of the quality or specification ordered, the Contracting Authority may reject the whole consignment from which the samples were taken.

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

19.12 Orders

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

19.13 Storage and Delivery

- (a) Upon receipt of official orders from the Contracting Authority, the Contractor will supply and deliver the goods required in accordance with the agreed prices and conditions. The Contractor must, at all times, comply with any statutory requirements in force at that time.
- (b) Deliveries must be made fully in accordance with the requirements of the Contracting Authority. All vehicles used for the delivery of services should conform to Euro IV emission standards or be a low emission vehicle (as defined by exemption from the London congestion charge. Use of pre Euro and Euro I, II & III vehicles will not be acceptable in any circumstances.
- (c) Shropshire is a rural, sparsely populated county with some schools accessible by narrow country lanes only which can be difficult to navigate for an inappropriate vehicle. All tenderers must ensure they have a fleet which can ensure delivery to sites within the stipulated timescales regardless of location or frequency.
- (f) The Contractor will exercise due care and attention when making deliveries to the Contracting Authority. Where possible, all delivery vehicles should be fitted with reverse warning hooters, and drivers must ensure the highest standards of safety during deliveries.
- (g) **Deliveries must be made on Mondays to Fridays between the hours of 9.00 am and 2.00 pm. No deliveries outside these hours will be permitted unless agreed with the Authority where local arrangements are put in place.**

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

A delivery service is required for the full 52 weeks of the year.

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

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

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

- (j) The risk on the goods will remain with the Contractor until the goods are delivered and accepted. Notwithstanding, any receipt issued, the goods will not be deemed to have been accepted until the Authority's representative has had a reasonable opportunity to examine them.

- (k) If the Contractor requires the return of any container in which the goods are delivered, the Contractor will clearly indicate the requirement on the container, delivery note and invoice. Containers will be returned by the Authority only at the Contractor's expense. There will be no liability on the part of the Authority for any loss of, or damage to, containers and it will be the Contractor's responsibility to remove all containers on subsequent deliveries.
- (m) For the purpose of this contract all deliveries made will be deemed to be retail sales.
- (n) The personal hygiene of the driver must be of the highest standard and clean protective clothing must be worn. Smoking will not be permitted during the actual delivery. The vehicle interior shall be maintained in a clean hygienic condition as should all the storage equipment used in the vehicle. The Contractor shall ensure that the interior is cleaned daily.

All contractor's personnel entering an establishment, must be easily identifiable by way of an identity badge showing their name, photograph and which company they represent.
- (o) Delivery/order frequency varies depending on each individual site requirement. Frequencies vary from one a month (approx.) to one per year.

19.14 Delivery Notes and Invoicing

All supplies of cleaning materials and associated cleaning equipment made to individual establishments against this contract must be accompanied by a delivery note from the supplier stating (as appropriate):

THE CONTRACTOR'S NAME AND ADDRESS

THE DELIVERY POINT ADDRESS

THE PURCHASE ORDER NUMBER AND THE DATE OF DELIVERY

DESCRIPTION OF THE PRODUCTS SUPPLIED

THE CORRECT NET UNIT PRICE AS DETAILED IN THE TENDER SCHEDULE OR SUBSEQUENT AMENDMENTS

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

- 19.15** The invoicing requirements for this contract vary according to the category that the site is placed in and is as described below:

Category 1: Provision of cleaning materials and equipment for school and other Council sites.

- I. The invoice for all purchases made by individual sites under this category

will be sent to Shire Services Head Office (Shropshire Food Enterprise Centre, Vanguard Way, Battlefield Enterprise Park, Shrewsbury, SY1 3TG).

Category 2: Provision of cleaning materials and equipment for school kitchens

- I. The invoice for all purchases made by individual sites under the category will be sent to the individual sites own address i.e. where the delivery was made.

This process is mandatory and non-negotiable.

- 19.16** All invoices must bear the same information as the delivery note, together with all prices calculated and totalled.

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

19.19 Payment

Payment in respect of deliveries will be made to the Contractor by electronic payment system.

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

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

19.18 Credit Notes

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

19.19 Information to be supplied

The Contractor will supply the following information:

- (b) Data on a monthly basis of all products purchased by the individual Authority showing the quantity and value for that month both for individual items and in total.
- (c) Data on a monthly basis of all products purchased by the Authority showing the quantity and value accumulated throughout the year, both for individual items and in total and also giving details of product delivered to individual establishments using the arrangement.

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

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

- (d) There may be requirements during the period of the Standing Offer Arrangement for the Contractor to provide other statistical information.
- (e) Sufficient copies of any or all of the above information may be required from the Contractor for circulation to user Authority.

19.20 Packaging

All products must be packaged and wrapped sufficiently to protect the product from damage and contamination during storage and delivery. Where a manufacturer has recommended a particular storage method, this shall be adhered to by the Contractor.

Damaged or broken packaging will not be accepted.

19.21 Rejection of Goods

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

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

19.22 Power to Purchase Elsewhere

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

19.23 Establishment Listing

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

occur during the lifetime of the standing offer arrangement

- (c) Schedule only contains secondary/middle schools as these sites will be the primary user of the items covered under this agreement. Shire Services also provide catering services to approximately 145 primary schools. Accounts for these sites will be set-up on needs basis only upon instruction from the Contracting Authority.

19.24 Delegation

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

19.25 Counter Inflation Legislation

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

19.26 Sustainability

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

19.27 Extension of Arrangement

Subject to satisfactory service being received, this standing offer arrangement shall apply for a period of up to 3 years. The Contracting Authority reserves the right to extend the arrangement at their total discretion for a further period of up to 2 years.

20.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

THIS AGREEMENT is dated _____ day of _____ 2018

BETWEEN:

(1) **SHROPSHIRE COUNCIL** whose office is at Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND ('the Council')

(2) a company incorporated in England and Wales under company number and whose registered office is at ('the Contractor')

WHEREAS:

(A) The Council is desirous that the Contractor does supply and deliver cleaning materials and associated cleaning equipment to sites throughout Shropshire, Worcestershire, Herefordshire, Cheshire, Staffordshire, North Wales and the West Midlands as referred to in more detail in the Specification.

(B) The Contractor is willing to provide and distribute the Goods as defined below and the Council is willing to appoint the Contractor to provide the Goods in accordance with the provisions of this Agreement.

NOW IT IS AGREED as follows:

1. **Definitions**

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

'Agreement' means this Agreement

'Agreed Prices' means the prices set out in the pricing schedule attached to the Tender Response Document

'Associated Person' means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership

	interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council.
'Authorised Officer'	means the representative appointed by the Council to manage the Contract on its behalf
'Best Practice'	means in accordance with the best practice within the industry of the Contractor
'Bribery Act'	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
'Commencement Date'	1 st August 2018
'Commercially Sensitive Information'	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
'Confidential Information'	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, and the Commercially Sensitive Information;

'Contractor'	means the party named above and includes its employees, servants and agents acting on its behalf
'Contract Documents'	means all of the documents annexed to, contained and referred to within this Agreement
'Contractor Personnel'	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor paid or unpaid;
'Contractor's Representative'	means the representative appointed by the Contractor to manage the contract on its behalf
'Council'	means the party named above and includes its employees, officers, servants and agents acting on its behalf
'Data Protection Legislation'	the Data Protection Act 1998, the GDPR, 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;
'EIR'	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
'Employment Checks'	means the pre-appointment checks that are required by law and applicable guidance, including without limitation,

	verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks.
'Estimated Annual Contract Value'	means the estimated annual contract value relating to this Agreement
'Exempt Information'	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
'Expiry Date'	the later of the Initial Expiry Date or the last day of any agreed extension period further to clause 2 below or such other date as this Agreement is terminated in accordance with its terms
'FOIA'	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
'FOIA notice'	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
'GDPR'	Means the General Data Protection Regulation in force in the UK with effect from 25 th May 2018
'Goods '	Means cleaning materials and associated cleaning equipment as more particularly described in the Specification

'Initial Expiry Date'	means 31 st July 2020
'Initial Term'	means a period of two years commencing on the Commencement Date and expiring on the Initial Expiry Date
'Instructions For Tendering and Special Terms and Conditions'	Means the instructions for tendering & special terms and conditions issued to tenderers in respect of RMCS 023 – supply of cleaning materials & associated cleaning equipment annexed to this Agreement in Appendix 2
'Intellectual Property Rights'	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
'Option to Extend'	means the Council's option to extend the Initial Term by a period of up to 2 years commencing from and including the date following the Initial Expiry Date
'Order'	means an official order placed by the Council to the Contractor for the supply of Goods in accordance with the provisions set out in the Instructions for Tendering & Special Terms and Conditions
'Parties'	the Contractor and the Council and 'Party' shall mean either one of them
'Prohibited Act'	the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

(c) committing any offence:

(i) under the Bribery Act;

(ii) under legislation creating offences concerning fraudulent acts;

(iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or

(d) defrauding, attempting to defraud or conspiring to defraud the Council.

'Public body'

as defined in the FOIA 2000

'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
'Special Conditions'	means the conditions relating to the supply of Goods as required by the Council in relation to this Agreement set out in the Instructions for Tendering & Special Terms and Conditions
'Specification'	means the specific description of the goods to be supplied by the Contractor as set out in the Tender Response Document
'Standing Offer Arrangement'	means the arrangement created by this Agreement between the Council and the Contractor
'Sub-contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Goods or any part thereof, or facilities or services necessary for the provision of the Goods or any part of the Goods
'Sub-Contractor'	Means the third parties that enter into a Sub-Contract with the Contractor
'Tender'	means the tender dated submitted by the Contractor and accepted by the Council annexed to this Agreement in Appendix 1
'Tender Response Document'	means the Contractor's response to the Council's instructions to Tender document annexed to this Agreement in Appendix 1
'Term'	Means the period commencing on the Commencement Date and expiring on the Expiry Date
'Working Day'	means any day other than a Saturday,

Sunday or public holiday in England
and Wales

1.2 Interpretation

In this Agreement unless the context otherwise requires:

1.2 Interpretation

In this Agreement unless the context otherwise requires:

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

statement that it has been made after due and careful enquiry.

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

2. Term:

It is agreed between the Parties that this Agreement will be for the Term unless terminated earlier in accordance with the terms of this Agreement.

3. Estimated Annual Contract Value:

- 3.1 The Estimated Annual Contract value of the Standing Order Arrangement is £..... (..... thousand pounds)

- 3.2 The Parties agree that the Council is not bound by the Estimated Annual Contract Value and that there are no maximum or minimum limits to the Orders that may be placed by the Council to the Contractor

- 3.3 The Parties agree that the Council shall not give any guarantee as to the likely values to be seen under the terms of this Agreement*

4. Standing Offer Arrangement

- 4.1 The effect of this Agreement will be to create a Standing Offer Arrangement under which any Order placed will create a binding contract for the supply of the Goods as specified in the Order within the terms of this Agreement.

- 4.2 The Council is not bound to order any Goods from the Contractor and may purchase Goods of the type specified from other suppliers if it so desires.

5. Orders and Goods

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

- 5.2 The Contractor shall supply the Goods in accordance with the Council's Order(s) as set out in the Instructions for Tendering & Special Terms and Conditions.

- 5.3 The Goods must conform as to quantity, quality and description with the terms and particulars specified in an Order and the Special Conditions and shall be supplied and distributed in accordance with the Specification.

- 5.4 All Goods shall only be supplied and distributed by the Contractor unless otherwise agreed in writing between the Parties

5.5 If the Contractor fails to promptly repair or replace rejected Goods in accordance with the terms set out in the Special Conditions, the Council may, without affecting its rights under paragraph 19 of the Special Conditions, obtain substitute Goods from a third party supplier, or have the rejected Goods repaired by a third party and the Contractor shall reimburse the Council for the costs it incurs in doing so.

6 Payment Terms:

6.1 Payment shall be made by the Council to the Contractor in accordance with the terms set out in the Instructions for Tendering & Special Terms and Conditions

6.2 If a Party fails to make any payment due to the other under this Agreement by the due date for payment (“due date”) then, without limiting the other Party’s remedies under clause 28 the defaulting Party shall pay interest on the overdue amount at the rate of 4% per annum above the National Westminster Bank PLC’s base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after Judgment. The defaulting Party shall pay interest together with the overdue amount. This clause shall not apply to payments the defaulting Party disputes in good faith.

6.3 If the Council disputes any invoice or statement or monies due, the Council shall immediately notify the Contractor in writing. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Contractor shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the Parties have not resolved the dispute within 30 days of the Council giving notice to the Contractor, the dispute shall be resolved in accordance with clause 28. Where only part of an invoice is disputed, the un-disputed amount shall be paid on the due date as set out in clause 6.1.

7 The Council’s Obligations

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

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

between the Parties.

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

8. Authorised Officer and Contractor Representative:

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

10. Insurance

- 10.1** The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000 (FIVE MILLION POUNDS) cover. For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under this Agreement.
- 10.2** The Contractor is also required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 10.3** The Contractor warrants that it has complied with this clause 10 and shall provide the Council with certified copies of the relevant policies together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term.

- 10.4** The Contractor shall:
- (a) do nothing to invalidate any insurance policy
 - (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change

11 **Indemnity**

- 11.1 The Contractor shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:
- (a) The performance, defective performance or otherwise of this Agreement by the Contractor or the Contractor Personnel
 - (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods
 - (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Contractor or the Contractor Personnel; and
 - (d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Contractor or the Contractor Personnel
- 11.2 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.
- 11.3. Nothing in this Agreement shall limit or exclude the liability of either Party for:
- (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) breach of section 2 of the Consumer Protection Act 1987; or
 - (c) the indemnities given in this clause 11

12 **Confidentiality**

- 12.1 The Contractor will keep confidential the Confidential Information and any other information it becomes aware of by reason of the operation of this Agreement and shall not use divulge or communicate the same to any third party without the consent in writing of the Council. The Contractor shall implement appropriate organisational and technical measures to

- ensure the integrity and security of information obtained and shall at all times comply with the provisions of the Data Protection Legislation and shall provide the Council with evidence of such measures upon request. The Contractor shall use its reasonable endeavours to prevent the unauthorized publication or disclosure of any such information or documents. The Contractor shall ensure that its Contractor Personnel are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 12.2** All pricing, terms and conditions between the Council and the Contractor are confidential between the Parties and may not be disclosed to any third party without the express permission of both Parties.
- 12.3** Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party or to be implied from this Agreement. In particular, unless otherwise expressly agreed in this Agreement no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other Intellectual Property Right held, made, obtained or licensable by either Party now or in the future.
- 12.4** The provisions of this clause shall survive the expiration or termination of this Agreement.
- 13. Agreement and Transparency**
- 13.1** 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.
- 13.2** 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.
- 13.3** 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.
- 13.4** The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

14. Assignment, Transfer and Sub-Contracting

14.1 Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party PROVIDED that the Council may,
(a) assign any of its rights under this Agreement; or
(b) transfer all of its rights or obligations by novation,
to another person.

without the Contractor's consent where such assignment, transfer or novation is to an Associated Person of the Council;

14.2 Any consent required under Clause 14.1 must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

14.3 The Contractor will not, without the written consent of the Council, sub-contract its right or obligations under this Agreement

14.4 In the event that consent is given by either Party to the other Party to the placing of Sub-Contracts, copies of each Sub-Contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued

14.5 Subject to clause 14.1, in the event that either Party wishes to assign its rights and obligations under this Agreement, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Agreement.

14.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 14, the Contractor shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Special Conditions.

15. Publicity

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

16. Prevention of Bribery

16.1 The Contractor:

a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;

b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the

- Council before execution of this Agreement.
- 16.2** The Contractor shall:
- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
 - b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 16 and provide such supporting evidence of compliance with this clause 16 by the Contractor as the Council may reasonably request.
- 16.3** If any breach of clause 16.1 is suspected or known, the Contractor must notify the Council immediately.
- 16.4** If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 16.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.
- 16.5** The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 16.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 16.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:
- a) with the authority; or,
 - b) with the actual knowledge;
of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
 - c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 16.6** Any notice of termination under clause 16.5 must specify:
- a) the nature of the Prohibited Act;
 - b) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - c) the date on which this Agreement will terminate.
- 16.7** Despite clause 29 (Disputes), any dispute relating to:
- a) the interpretation of clause 16; or
 - b) the amount or value of any gift, consideration or commission,

- shall be determined by the Council and its decision shall be final and conclusive.
- 16.8** Any termination under clause 16.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

17 Warranties, liability and indemnities

The Contractor warrants, represents and undertakes that:

- 17.1** it will supply the Goods with all due skill and diligence and in a good and workmanlike manner, and in accordance with the Best Practice within the industry of the Contractor
- 17.2** the Contractor's employees and agents will have the necessary skill, professional qualifications and experience to deliver the Goods in accordance with the Specification and Best Practice
- 17.3** it has full capacity and authority to enter into this Agreement
- 17.4** it has obtained all necessary and required licences, consents and permits to provide the Goods
- 17.5** The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.
- 17.6** The Contractor will at all times in supplying the Goods to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.
- 17.7** The Contractor warrants that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions.
- 17.8** The Contractor agrees that where requested in writing during the term of this Agreement it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council
- 17.9** In performing its obligations under this Agreement the Contractor shall and shall ensure that each of its Sub-Contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time including but not limited to the Modern Slavery Act 2015.
- 17.10** that the Goods and their packaging and label shall conform to the Specification and with any written instructions of the Council and shall otherwise meet the requirements of the Order and this Agreement

17.11 be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification Order or Agreement).

17.12 Where there is any breach of the Contractor's warranty in Clause 17.10 or clause 17.11 above or if any obligation, warranty or requirement imposed by given or stated in this Agreement in respect of the Goods is not complied with or the Goods or any instalment of the Goods are not delivered at the Delivery Date or the Goods delivered are damaged, then in each such case the Council shall be entitled at its sole and absolute discretion without liability to the Contractor (arising out of such action) and without prejudice to any other right or remedy of the Council to take one or more of the following actions:

17.12.1 cancel the Agreement and treat the Agreement as having never been entered into by the Contractor and/or

17.12.2 reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods and/or

17.12.3 refuse to accept any subsequent delivery of the Goods and/or

17.12.4 recover from the Contractor any costs reasonably incurred by the Council in obtaining substitute goods from another supplier and/or

17.12.5 require the Contractor at its sole cost to replace or repair the Goods or carry out such work as is necessary within 14 days so that the Goods conform to the Agreement Order and Specification and any written instructions of the Council and/or

(a) treat this Contract as discharged by the Contractor's breach and:

(b) delay payment of the price for the Goods until the requirements of this Agreement (including the Order Specification and any written instructions of the Council) are entirely fulfilled,

(c) refuse to make payment of the price of the Goods, or

(d) require the repayment of any part of the price of the Goods which the Council has already paid whether or not the Council has previously required the Contractor to supply any replacement Goods, and/or

claim such damages as may have been incurred by the Council as a result of the Contractor's breach of this Agreement.

18 Freedom of Information Act 2000 & Environmental Information Regulations 2004

18.1 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.

18.2 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.

18.3 The Contractor shall and shall procure that its Sub-contractors shall:

18.3.1 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;

18.3.2 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

18.3.3 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.

18.4 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.

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

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

18.6.1 in certain circumstances without consulting the Contractor; or

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

provided always that where sub-clause 18.6.1 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.

- 18.7** 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.
- 18.8** 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.

19. Equalities

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

- repetition of the unlawful discrimination.
- 19.6** 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.
- 20. Non-compliance**
- 20.1.** If the Council identifies areas of the Services which do not comply with the requirements of this Agreement (including any Schedules to this Agreement) it may send the Contractor a non-compliance notice detailing
- (i) the areas of non-compliance;
 - (ii) the action to be taken; and
 - (iii) the date by which the action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).
- 20.2** If the Contractor fails to take any or all of the necessary action by the date given in the non-compliance notice, the Council may send the Contractor a final non-compliance notice detailing
- (i) the areas of non-compliance;
 - (ii) the action to be taken; and
 - (iii) the date by which action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).
- 20.3** If, in the reasonable opinion of the Council, the Contractor fails to undertake all of the remedial actions in the final non-compliance notice by the due date this may be considered a material breach of this Agreement and the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 29:
- (a) to make arrangements to take its own corrective action either itself or through the appointment of another Contractor and to either:
 - (i) deduct all costs in connection therewith from any sums due or to become due to the Contractor under the terms of this Agreement;or
 - (ii) to recover such sums from the Contractor as a debt;And/or
 - (b) to terminate the Agreement in accordance with clause 27

21 Waiver

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

22 Sustainability

The Contractor will at all times use its best endeavours to assist the Council and

operate themselves in a manner which meets the aims and objectives set out in the sustainable policies of the Council, copies of which are available on the Council's website

23 Audit And Monitoring

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

24 Force Majeure

24.1 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:-

24.1.1 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

24.1.2 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.

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

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

24.2.2 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.

24.3 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):-

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

24.3.2 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.

25 Rights of Third Parties

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

26 Notices

- 26.1** Unless otherwise communicated to the Party in writing any notice to be given by either Party to the other may be served by 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
- 26.** 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

27 Termination

- 27.1** Either Party may terminate this Agreement by giving to the other Party at least 6 months' notice in writing.
- 27.2** Either Party may terminate this Agreement by notice in writing to the other if:
- 27.2.1** the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
 - 27.2.2** the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;
 - 27.2.3** the other Party commits a series of minor breaches which, when taken together, amount to a material breach;
 - 27.2.4** the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
 - 27.2.5** the other Party ceases to carry on its business or substantially the whole of its business; or
 - 27.2.6** the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

27.3 Where notice to terminate is given pursuant to this clause 27, this Agreement shall terminate with effect on the date specified in the notice

28. Consequences of Termination

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

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

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

28.4 Notwithstanding its obligations in this clause 28, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.

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

29. Disputes

29.1 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:-

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

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

29.1.3 If the dispute cannot be resolved in accordance with the preceding sub-clause then it shall be referred to a single arbitrator to be agreed between the Parties and failing such agreement within 14 days of the request of one Party to the other in writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed for that purpose on the written request of either Party by the President for the time being of the Law Society of

England and Wales and any reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of the relevant Arbitration Acts and it is further agreed that if any matter is referred to arbitration then each Party will bear its own costs of such referral

30 Governing Law And Jurisdiction

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

31 Severance

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

32 Amendments

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

33 Agency, Partnership etc

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

34 Conflict of Terms

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

35 Entire Agreement

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

IN WITNESS of this Agreement

Signed by and on behalf of

Shropshire Council

..... Head of Legal & Democratic Services

..... Legal Services Manager

Signed by and on behalf of
(Contractor)

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

Or

.....
Director Director/Company Secretary

Print Name (s).....

Witness:

Name: -----

Signature:-----

Address: -----

Occupation: -----

Appendix 1

Tender and Tender Response Document

DRAFT

Appendix 2

Instructions for Tendering & Special Terms and Conditions

DRAFT

Please note:

1. You must complete in full providing prices for all products listed
2. Tenderers are required to submit prices for the complete range of products specified
3. The tendered price must be nett of all Contractor discounts, rebates, bonuses and v

Item Description
Washing Up Liquid*
9"x6" H/Duty Scourers
Professional Biological Laundry Powder
Heavy Duty Machine Detergent
Deb Oxybac Antibacterial Foam Hand Wash
Rational Cleaner Tablets for Self Cooking Centre (RED)
Midi Looped Cotton Mop Blue Socket
1Ply Green 76m Roll Towel
Elbow Length Nitrile Gloves Size 7
Elbow Length Nitrile Gloves Size 6
18x29x39 160g Black Refuse Sack
Dishwash Granular Salt 10Kg
Bactericidal Cleaner Sanitiser*
40cm Elbow Length Nitrile Gauntlet Size 8
1Ply Green Superior Grade V/Fold Hand Towel
Multi-Purpose Hard Surface Cleaner
Low Foam Rinse Aid
Rational Care Tablets for Self Cooking Centre Units with Care Control (BLUE)
2Ply 200 Sheet Toilet Roll
Eloma Muti-Clean Special Cleaner for Combi-Steamer
Pocket Sized Probe Sanitising Wipe
PVC Glove Blue Medium
25Ltr Ultraspeed Pro (Bucket, Chassis and Wringer)
Coverplast Blue X-Ray Detectable Assorted Plasters
Mediumweight Cloth Green - 4870
Pura PVC Glove Red Medium
Mediumweight Cloth Blue - 4875
Mediumweight Cloth Yellow - 4872
Combi Oven Cleaner
Telescopic Aluminium Handle
Aluminium Cleaner and Descaler
Ultraspeed Safety Floor Pad
Katrin System 2Ply 130m Blue Hand Towel Roll
Coverplast Blue X-Ray Detectable Plasters 7.2x2.2cm
Ultraspeed Microfibre Mop Pad
Rational Rinse Aid Tablets for Self Cooking Centre Units without Care Control
18x29x39 High Strength Clear Refuse Sack
Multi-Clean Rinse Agent
Tansolve Destaining Powder

Ultraspeed Pro 40cm Flat Mop Frame
Interchange Handle Blue
19x30 Plain Oven Cloths
500mm Stiff Hygiene Broom Blue
Blue Vinyl Gloves Medium
HSE 10 Person Blue Detectable First Aid Kit
Midi Looped Cotton Mop Red Socket
40cm Elbow Length Nitrile Gauntlet Size 9
300mm Soft Hygiene Broom Blue
Daily Use Toilet Cleaner
Deb Pure Restore Skin Cream Cartridge
Shades Gel Air Freshener Summer Flowers
PVC Glove Blue Large
Lobby Dustpan Set Blue
500ml Original Anti-Bac Soap Pump Bottle
Oven Cleaner
Pura PVC Glove Red Small
5Ltr Pelican Pump
Mediumweight Cloth Red - 4871
Deck Scrubber Blue
800mm White Sweeper Head
Clear Natural Bag 300x458

- 1) This is approx usage. Any values or quantities given in this invitation to tender
- 2) * these products will be selected for product testing. They must be the product yo
- 3) if the product sent in for assessment varies to what you will supply us, your tende

Appendix A - Pricing Schedule and Product List

d and should be all inclusive (e.g. all packing and delivery charges, bags, cases, cans, drum volume or turnover based discount or over-riders. Prices tendered will form the basis for a

Specification (if applicable)	Pack Size	Approx Annual Usage ¹
	4* 5 litre	655
Heavy duty	10	482
	1 (85 wash)	260
	4 * 5 ltr	209
To fit dispenser 23cm(h) x 13cm(w) x 11cm (d)	6 * 1 ltr	54
For Rational	100	25
	1	540
	16	110
	Pair	257
	Pair	80
	Box of 200	352
	10kg	325
Contact time of 30 seconds & accredited to BS EN 1276	5 litre	272
	Pair	303
To fit dispenser 38cm(l) x 29cm(w) x 14cm(d)	3600	124
	5 litre	517
	4 * 5 litre	73
	150	10
	36	205
	10 litre	11
	70	638
	Pair	55
	1	18
	100	38
	10	233
	12 pairs	38
	10	203
	10	178
	2 * 5 litre	14
	1	36
	5 litre	64
	1	43
	1	7
	100	11
	1	53
	50	4
	(200 bags)	6
	10 litre	3
	10kg	10

	1	37
	1	63
	10	7
	1	22
	box of 100 pair	45
	1	10
	1	49
	Pair	41
	1	24
	1 Litre	183
	6 * 1ltr	2
	12*190g	10
	12 pairs	8
	1	5
	6 * 500ml	10
Liquid not an aerosal	750ml	99
	12 pairs	6
	1	65
	10	32
	1	19
	1	14
	(200 bags)	150

are estimates and for guidance only. The Contracting Authority is not bound by these estimates. You are quoting the price for and will supply us under the terms of this contract. If the goods or services supplied under the contract will be non-compliant and we reserve the right to terminate any agreement

ply arrangements.

placed

Site Name	Type
1a Castle Gates	Miscellaneous
Adams House	Secondary
Albert Road Day Centre	Social Care and Health
Arden Way Community Room	Housing
Avalon Court Oswestry	Social Care and Health
Baschurch Primary School Cleaning	Primary
Beech Road Community Room	Housing
Belvidere Primary School	Primary
Bishop Hooper Church of England Primary	Primary
Bomere Heath C E (Cont) Primary Sch	Primary
Bridgnorth Library	Libraries and Cultural Services
Blue Print	Miscellaneous
Crown House	Miscellaneous
Bridgnorth Youth Centre	Youth Centre
Castlefields Primary School Bridgnorth	Primary
Cedar Close Community Room	Housing
Church Stretton Library	Libraries and Cultural Services
Church Stretton School	Secondary
Claveley CE Primary School	Primary
Coleham Primary School	Primary
Corvedale C E Primary School	Primary
County Training Victoria Centre	County Training and Education
Longden Road Depot	Depots
Transport Offices	Depots
Fairfield Close Community Room	Housing
Fox & goose County Training	County Training and Education
Gobowen Library	Libraries and Cultural Services
Greenfields Court	Housing
Greenfields Primary School	Primary
Harlescott Junior School	Primary
Hazel Tree Centre - Oswestry Infant School	Sure Start
Hinstock Primary School	Primary
Hodnet Primary School	Primary
Holy Trinity Church of England Primary	Primary
Idsall School	Secondary
Craven Arms Depot	Depots
Hearne Lane Hodnet	Depots
Park Hall Oswestry	Depots
Bridgnorth Depot	Depots
Jupiter House	Miscellaneous
Kinnerley CE (Cont) Primary School	Primary
Lacon Childe School (Cleaning)	Secondary
Lancaster Road (Shrop Rehabilitation Centre)	Social Care and Health
Llwyn Fields Community Room	Housing
Long Mountain CE Primary School	Primary
Longnor CE Primary School	Primary
Lower Heath CE (Cont) Primary School	Primary
Ludlow CE School	Secondary
Ludlow Library Museum Res Centre	Libraries and Cultural Services
Ludlow PRU (Education Centre)	County Training and Education
Ludlow Youth Centre	Youth Centre
Lydbury North C E Primary School	Primary
Market Drayton Infant Children's Ctr	Sure Start
Market Drayton Library	Libraries and Cultural Services
Market Drayton Longlands Children's Ctr	Sure Start
Mary Webb School	Secondary
Meole Brace Church of England Primary	Sure Start
Meole Brace School	Secondary

Minsterley Primary School	Primary
Monkmoor Court Community Room	Housing
Moreton Say C E (Cont) Primary Sch	Primary
Mount McKinley Building	Miscellaneous
Mount Pleasant Primary School	Primary
Much Wenlock Library	Libraries and Cultural Services
Much Wenlock Primary School	Primary
My Place Oswestry Youth	Youth Centre
Myddle CE Primary School	Primary
Newtown CE Primary School	Primary
Onny CE Primary School	Primary
Oswestry HQ Castle View	Council Area HQ
Oswestry Library	Libraries and Cultural Services
Oxon CE Primary School	Primary
Pinefields Close Community Room	Housing
Pontesbury CE Primary School	Primary
Pontesbury Library	Libraries and Cultural Services
Primary School (Cleaning)	Area Management Team
Ptarmigan Building	Social Care and Health
Queen Mary Grammar School	Secondary
Rhea Hall Estate Community Room	Housing
Richmond House Harlescott	Shirehall Related Buildings
Roman Road Sports Centre	Sports Centre
Rowleys House Cleaning	Miscellaneous
Sheldon Court	Housing
Sheriffhales Primary School	Primary
Shifnal Primary School	Primary
Shirehall - Shropshire Council	Council Area HQ
Shrewsbury Centre	County Training and Education
Shrewsbury Library	Libraries and Cultural Services
Shropshire Food Enterprise Centre	Miscellaneous
Shropshire Youth Centre North East	Youth Centre
St George's C E School Clun	Primary
St George's Junior School Shrewsbury	Primary
St John The Baptist CE (Cont) Primary	Primary
St Lawrence CE Primary Sch Church Stret	Primary
St Leonard's CE Primary School	Primary
St Mary's CE Primary Shawbury	Primary
Spruce Building	Miscellaneous
Sundorne Education Centre	County Training and Education
Sundorne Education Centre (Hook-a-Gate)	County Training and Education
Sundorne Infants School (Buttercup Lodge)	Sure Start
Sundorne Youth Centre	Youth Centre
The Acorn Centre	Sure Start
The Belvidere School	Secondary
The Gateway	County Training and Education
The Gateway Craven Arms	Social Care and Health
The Grange Youth Centre	Youth Centre
The Market Hall	Miscellaneous
Thomas Adams School Wem	Secondary
Thomas Adams Sports Centre	Sports Centre
Tilstock CE (Cont) Primary School	Primary
University Centre Guildhall	Miscellaneous
University Centre Shrewsbury	Miscellaneous
Upton Magna St. Lucia's CE (Cont)Primary	Primary
Veolia - Battlefield Energy Recapture	Miscellaneous
Veolia Battlefield Recycling Centre	Miscellaneous
Walker Close Communtiy Room	Housing
Weston Close Flats	Housing

Weston Rhyn Primary School	Primary
Whitchurch CE (Cont) Junior School	Primary
Whitchurch CE Infant School	Primary
Whitchurch Childrens Centre	Sure Start
Whitchurch Library	Libraries and Cultural Services
Whittington CE (Aided) Primary School	Primary
Wilkinson Avenue Community Room	Housing
Willenhall E-ACT Academy	Secondary
Willow Gate Community Room	Housing
Woodfield Infants School	Primary
Woodlands Centre	Special School
Woore Primary School	Primary
York Fields Community Room	Housing
Broseley CE Primary	Primary
Welshampton CE Primary	Primary
Shropshire Council	Council Area HQ
Veolia Environmental Services	Miscellaneous
Veolia ERF	Miscellaneous

Address 1	Address 2
1a Castle Gates	Shrewsbury
100 High Street	Wem
Albert Road	Shrewsbury
Arden Way	Alveley
Victoria Road	Oswestry
Baschurch	Shrewsbury
12 Beech Road	Bridgnorth
Tenbury Drive	Telford Estate
Ashford Carbonel	Ludlow
The Crescent	Bomere Heath
Listley Street	Bridgnorth
Unit 27 - Atcham Business Park	Atcham
Sustance Misuse Team - 1st Floor	St Marys Street
45 Innage Lane	Bridgnorth
Castlefields	Bridgnorth
Cedar Close	St Martins
Church Street	Church Stretton
Shrewsbury Road	Church Stretton
Aston Lane	Claverley
Greyfriars Road	Shrewsbury
Diddlebury	Craven Arms
Victoria Centre	Victoria Road
107 Longden Road	Shrewsbury
107 Longden Road	Shrewsbury
St Martins Road	Gobowen
34 Green End	Whitchurch
St Martins Road	Gobowen
Greenfields Court	Bridgnorth
Hemsworth Way	Herongate
Featherbed Lane	Shrewsbury
Holy Trinity Primary School	Middleton Road
Hinstock	Market Drayton
Shrewsbury Street	Hodnet
Middleton Road	Oswestry
Coppice Green Lane	Shifnal
16 Stokewood Road	Craven Arms Business Park
Hodnet	Market Drayton
Drenewydd	Park Hall
Bridgnorth Depots	Stourbridge Road
3 The Creative Quarter	Sitka Drive
Kinnerley	Oswestry
Love Lane	Cleobury Mortimer
Lancaster Road	Shrewsbury
Llwyn Fields	Llwyn Road
Worthen	Shrewsbury
Frodesley Road	Longnor
Prees	Whitchurch
The Burway	Bromfield Road
7-9 Parkway	Ludlow
Old Street	Ludlow
Lower Galdeford	Ludlow
Lydbury North	
Market Drayton Infant and Nursery School	Longslow Road
51 Cheshire Street	Market Drayton
Longlands Primary School	Linden Way
Pontensbury	Shrewsbury
Meole Brace Primary School	Church Road
Longden Road	Shrewsbury

Minsterley	Shrewsbury
Monkmoor Court	Monkmoor Road
Moreton Say	Market Drayton
Shrewsbury Business Park	Shrewsbury
Whitemere Road	Shrewsbury
The Corn Exchange	Much Wenlock
Racecourse Lane	Much Wenlock
Oak Street	Oswestry
Shrewsbury	
Wem	
Onibury	Craven Arms
Shropshire Council	Castle View
Arthur Street	Oswestry
Racecourse Lane	Bicton Heath
1 Pinefields Close	High Causeway - Southfield Road
Bogey Lane	Pontesbury
Bogey Lane	Pontesbury
Sitka Drive	Shrewsbury Business Park
Sutton Road	Walsall
73 Rhea Hall Estate	Highley
Rutland	Harlescott Garage
Longden Road	Shrewsbury
Barker Street	Shrewsbury
Ash Grove	Albrighton
Shifnal	
Currier's Lane	Shifnal
Shropshire Council	Shirehall
Racecourse Crescent	Shrewsbury
Shrewsbury Library	Castle Gates
Vanguard Way	Battlefield Enterprise Park
Bridgewater Street	Whitchurch
Clun	Craven Arms
Woodfield Road	Shrewsbury
Church Street	Ruton XI Towns
Shrewsbury Road	Church Stretton
Innage Lane	Bridgnorth
Poynton Road	Shawbury
Shrewsbury Business Park	Shrewsbury
Sundorne Youth Centre	218 Sundorne Road
218 Sundorne Road	Shrewsbury
Sundorne Infant School	Corndon Crescent
218 Sundorne Road	Shrewsbury
Holy Trinity Primary School	Middleton Road
Crowmere Road	Shrewsbury
Chester Street	Shrewsnury
Auction Yard	Craven Arms
Mount Pleasant Road	Shrewsbury
Claremont Street	Shrewsbury
Lowe Hill	Wem
Thomas Adams School	Lowe Hill
Tilstock	Whitchurch
Frankwell Quay	Shrewsbury
Mardol House	University Centre Shrewsbury
Upton Magma	Shrewsbury
Farady Drive	Bridgnorth
Vanguard Way	Battlefield Enterprise Park
St Leonards Primary School	Innage Lane
Admirals Farm Estate	Shifnal

Oswestry	
Salisbury Road	Whitchurch
Station Road	Whitchurch
Station Road	Whitchurch
High Street	Whitchurch
Oswestry	
31 Wilkinson Avenue	Broseley
Furzebank Way	Willenhall
Willow Street	Oswestry
Woodfield Road	Copthorne
The Woodlands Centre	Tilley Green
London Road	Woore
Liverpool Road West	Oswestry
Dark Lane	Broseley
Stocks Lane	Ellesmere
Shropshire Council	Edinburgh House
Weeping Cross Depot	Shrewsbury
Vanguard Way	Battlefield Enterprise Park

Address 3	Post Code
	SY1 2AQ
	SY4 5DS
	SY1 4HY
	WV15 6NR
	SY11 2JE
	SY4 2AU
	WV16 4PJ
Shrewsbury	SY2 5YB
	SY8 4BX
Shrewsbury	SY4 3PQ
	WV16 4AW
Shrewsbury	SY4 4YG
Shrewsbury	SY1 1DS
	WV16 4HS
	WV16 5DQ
Oswestry	SY11 3QF
	SY6 4AW
	SY6 6EX
Wolverhampton	WV5 7DX
	SY3 7EN
	SY7 9DH
Oswestry	SY11 2JF
	SY3 9EL
	SY3 9EL
Oswestry	SY11 3PF
	SY13 1AA
Oswestry	SY11 3NP
	WV16 4JS
Shrewsbury	SY1 2AH
	SY1 4QN
Oswestry	SY11 2LF
	TF9 2TE
Market Drayton	TF9 3NS
	SY11 2LF
	TF11 8PD
Long Lane - Craven Arms	SY7 8NR
	TF9 3NG
Oswestry	SY11 4AH
Bridgnorth	WV15 6AN
Shrewsury Business Park - Shrewsbury	SY2 6LG
	SY10 8DF
	DY14 8PE
	SY1 3NJ
Oswestry	SY11 1HG
	SY5 9HT
Shrewsbury	SY5 7PP
	SY13 2BT
Ludlow	SY8 1GJ
	SY8 2PG
	SY8 1NW
	SY8 1RT
	SY7 8AU
Market Drayton	TF9 3BA
	TF9 1PH
Market Drayton	TF9 1QU
	SY5 0TG
Meole Brace - Shrewsbury	SY3 9HG
	SY3 9DW

	SY5 OBE
Oswestry	SY11 2XF
	TF9 3RD
	SY2 6LG
	SY1 3BY
	TF13 6AE
	TF13 6JG
	SY11 1LW
	SY4 3RP
	SY4 5NU
	SY7 9AW
Oswestry	SY11 1JR
	SY11 1JN
	SY3 5BJ
Much Wenlock	TF13 6DA
Shrewsbury	SY5 0TF
Shrewsbury	SY5 0TD
Shrewsbury	SY2 6LG
	WS1 2PG
	WV16 6LD
Shrewsbury	SY1 3QG
	SY3 9DW
	SY1 1QJ
	WV7 3QY
	TF11 8EJ
	TF11 8EJ
Abbey Foregate - Shrewsbury	SY2 6ND
	SY2 5BP
Shrewsbury	SY1 2AS
Shrewsbury	SY1 3TG
	SY13 1QL
	SY7 8JQ
	SY3 8LU
Shrewsbury	SY4 1LA
	SY6 6EX
	WV16 4HL
	SY4 4JR
	SY2 6LG
Shrewsbury	SY1 4RG
	SY1 4RG
Shrewsbury	SY1 4LE
	SY1 4RG
Oswestry	SY11 2LF
	SY2 5LA
	SY1 1NB
	SY7 9BW
	SY1 3LP
	SY1 1HQ
	SY4 5UB
Wem	SY4 5UB
	SY13 3JL
	SY3 8HQ
Claremont Street - Shrewsbury	SY1 1QL
	SY4 4TZ
	WV15 5BA
Shrewsbury	SY1 3TG
Bridgnorth	WV16 4HL
	TF11 8DB

	SY10 7SR
	SY13 1RX
	SY13 1RJ
	SY13 1RJ
	SY13 1AX
	SY11 4DA
	TF12 5DY
	WV12 4BD
	SY11 1AD
Shrewsbury	SY3 8LU
Wem	SY4 5PJ
Crewe	CW3 9SQ
	SY11 1PD
Telford	TF12 5LW
	SY12 0PG
Nbew Street - Wem	SY4 5DB
	SY5 6HY
Shrewsbury	SY1 3TG



Tender Response Document

RMCS 023 – SUPPLY OF CLEANING MATERIALS & ASSOCIATED CLEANING EQUIPMENT

Name of TENDERING
ORGANISATION
(please insert)

**Bunzl UK Limited T/A Bunzl Cleaning and
Hygiene Supplies**

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

Shropshire Council Tender Response Document

Contract Description:

This is a contract for the provision of cleaning materials and associated cleaning equipment to Shropshire Council for an initial period of 3 years commencing the 1st August 2018 with an option to extend for a further 2 year period up to 31st July 2023.

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

The contract will be split into two categories (catering sites and cleaning sites). The reason for this categorisation is a differentiation in the products required and the invoicing methodology.

Category 1: Provision of cleaning materials and equipment for school and other Council sites.

- The cleaning department of Shire Services currently provides cleaning services to 135 premises across Shropshire and the West Midlands. These include primary and secondary schools as well as other Council sites such as libraries, Youth Centres and Council offices.

Category 2: Provision of cleaning materials and equipment for school kitchens.

- The catering department of Shire Services provides catering services to schools across Shropshire, Herefordshire, Worcestershire, Cheshire, North Wales and the West Midlands. The delivery of cleaning materials and equipment is required to 112 school kitchens in order to maintain the cleanliness of the kitchens and other catering premises within that site. This will include the provision of dishwashing machine chemicals.

The Council reserves the right to change, withdraw or include establishments on a temporary or permanent basis to this arrangement as necessary.

Further sites may be added and others removed during the duration of this contract dependant on operational requirements.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.
5. 500 word limit to each answer (including any referencing to additional attachments).
6. The Authority reserves the right to reject any organisation from the tender exercise where the tender response contains non-compliances with its stated specification.
7. The Authority reserves the right to reject any organisation from the tender exercise where the tenderer fails to submit a price for each product in both categories.

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A4	Declaration of Connection with Officers or Elected Members of the Council	13
You must sign all 4 certificates in sections A1 to A4		
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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 (Sections B to E)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven 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	Supplier Information– For information only
Section C	Grounds for <u>Mandatory</u> Exclusion
Section D	Grounds for <u>Discretionary</u> Exclusion
Section E	Pass/ Fail Technical and Professional ability
Section F – Q 2.6	Change of Price Procedure
Section F – Q 2.7	Invoicing Procedure

In relation to discretionary exclusion grounds (section D &E):-

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

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

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

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

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

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 50% (500 marks)		
Section F / Q 1.1	Price	45 / 450 max marks
Section F / Q 1.2	Price	5/50
Section F / Q 1.3	Price	FIO
Total for price		50 / 500 max marks
Quality 25% (250 marks)		
Section F / Q 2.1	Product - Catalogue	2/20 marks
Section F / Q 2.2	Product – Substitutes	2/20 marks
Section F / Q 2.3	Product – Product Range	3/30 marks
Section F / Q 2.4	Product – Supplier visits / checks	1/10 marks
Section F / Q 2.5	Product - Guarantees	2/20 marks
Section F / Q 2.6	Change of price procedure/Invoicing	Pass/Fail
Section F / Q 2.7	Change of price procedure/Invoicing	Pass/Fail
Section F / Q 2.8	Quality Assurance Techniques	1/10 marks
Section F / Q 2.9	Delivery of orders	2/20 marks
Section F / Q 2.10	Rural Locations	1/10 marks
Section F / Q 2.11	Delivery Fleet	1/10 marks
Section F / Q 2.12	Added Value	5/50 marks
Section F / Q 2.13	Social Value	1/10 marks
Section F / Q 2.14	Handling of complaints	2/20 marks
Section F / Q 2.15	Client Care	1/10 marks
Section F / Q 2.16	Contract Implementation	1/10 marks
Total for Quality		25 / 250 max marks
<p>After the above criteria has been marked, a maximum* of 3 bids will then be selected to have their product quality assessed.</p> <p>The following products will be tested:</p> <ul style="list-style-type: none"> • Bacterial Cleaner & Sanitiser • Washroom Cleaner • Daily Use Toilet Cleaner • Multi Purpose Hard Surface Cleaner • Washing up Liquid • Bactericidal Cleaner Sanitiser <p>Tenderers will be given additional marks from the 250 marks shown below. This will then be added to the scores above to calculate a final score.</p> <p>* should the scoring be sufficiently close, we reserve the right to invite more than three bids.</p>		
Product Testing 25% (200 marks)		
Separate assessment	<ul style="list-style-type: none"> • Contact Time • Efficacy 	7.5 / 75 max marks 10 / 100 max marks

	• Dilution Rate	7.5 / 75 max marks
Total for Product Quality		25 / 250 max marks

The tender receiving the highest mark for Quality Criteria in total will receive the full 250 marks available for Quality. Other tenders will receive a percentage mark that reflects the difference in the marks between those tenders and the tender receiving the highest mark for Quality overall.

The tender receiving the highest mark for Product Quality in total will receive the full 250 marks available. Other tenders will receive a percentage mark that reflects the difference in the marks between those tenders and the tender receiving the highest mark for Product Quality

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>

Price Evaluation and scoring

Price will be split as follows;

Section F – question 1.1

The most competitively priced tender for question 1.1 will receive the maximum mark being **450**. **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.

Please complete Appendix A – Pricing Schedule for both Category 1 – Cleaning and Category 2 – Catering

The price on which tenders will be evaluated is calculated by adding together ‘Your Price’ multiplied by the approximate annual usage for each item within Category 1 – Cleaning and Category 2 Catering categories of the pricing schedule. The total price for the basket of goods for Category 1 Cleaning and Category 2 Catering will be added together to give an overall basket cost

The weighting figure is based on approximate annual usage.

Enter your price in column G. If you pack size is different to that of the listed size (in column C), enter the pack size relevant to your product in column F.

We will pro-rotata your price if the pack size is different to what is requested. If you do not enter a value in column F, we will assume the pack size to be that as listed in column C.

Should you be successful in your bid and it comes to light after contract award that you have misquoted/entered incorrect details within the pricing schedule, you will be required to supply the product at the prorotata price you quoted in your bid.

The basis of how you should calculate your ‘price per case’ figure is contained within section 19.1 and 19.5 of the Special terms and conditions included in the Instructions to Tenderers .

Note: the products listed in the pricing schedule are not exhaustive of the products that will be required as part of this contract. Other similar items will be required under this contract

Section F – question 1.2

The most competitively priced tender for question 1.2 will receive the maximum mark being **50**. **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.

This question will be evaluated by using the marking scheme on page 7.

The tender receiving the highest mark for question 1.2 in total will receive the full 50 marks available for this question. Other tenders will receive a percentage mark that reflects the difference in the marks between those tenders and the tender receiving the highest mark for question 1.2

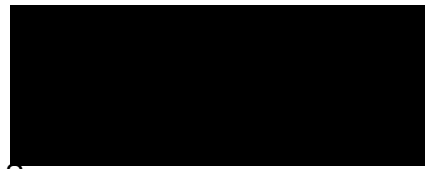
Section A: 1. Form of Tender

Form of Tender

Shropshire Council

Tender for RMCS 023 – Supply of Cleaning Materials & Associated Cleaning Materials

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 of cleaning materials and associated cleaning equipment 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.



S Name

Name 

Date 13/3/2018

Designation Contracts and Tenders Coordinator

Company Bunzl Cleaning and Hygiene Supplies

Address Heron Drive, Langley Post Code SL3 8XP

Tel No 01753 214096 Fax No 01753 544140

E-mail address tendersteam@bunzlchs.co.uk

Web address www.bunzlchs.co.uk

Section A:
2. Non – Canvassing Certificate

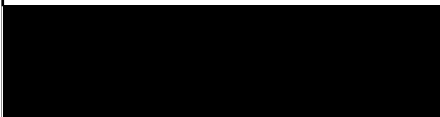
Non-Canvassing Certificate

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 Contracts and Tenders Coordinator

 Status Contracts and Tenders Executive

(For and on behalf of Bunzl UK Limited T/A Bunzl Cleaning and Hygiene Supplies)

Date 13.3.2018

personal info

Non-collusive Tendering Certificate

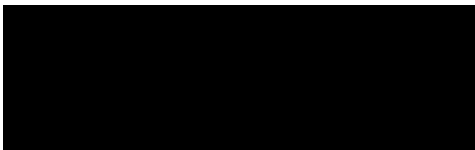
To: Shropshire Council (hereinafter called "the Council")

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.

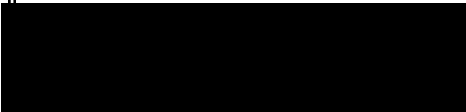
I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (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 Contracts and Tenders Coordinator



Signed (2)

Status Contracts and Tenders Executive

(For and on behalf of Bunzl UK Limited T/A Bunzl Cleaning and Hygiene Supplies

Date 13.3.2018

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?

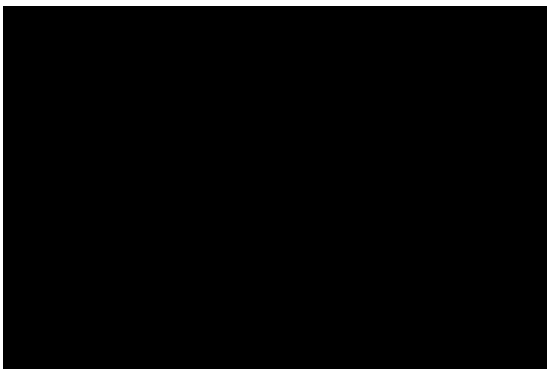
No

If yes, please give details:

Name	Relationship
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A

Please note:

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



..... Status Contracts and Tenders Coordinator

..... Status Contracts and Tenders Executive

(For and on behalf of Bunzl UK Limited T/A Bunzl Cleaning and Hygiene Supplies

Date 13.3.2018

SECTION B

1. Supplier Information

1.1 Supplier details	Answer	
Full name of the Supplier completing the Tender	Bunzl UK Limited T/A Bunzl Cleaning and Hygiene Supplies	
Registered company address	York House 45 Seymour Street London W1H 7JT	
Registered company number	2902454	
Registered charity number	N/A	
Registered VAT number	GB 635 9086 14	
Name of immediate parent company	Bunzl UK Limited	
Name of ultimate parent company	Bunzl PLC	
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input checked="" type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

1.2 Bidding model	
Please mark 'X' in the relevant box to indicate whether you are;	
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	<input checked="" type="checkbox"/> Yes
b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver <u>all</u> of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	<input type="checkbox"/> Yes
d) Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	<input type="checkbox"/> Yes <u>Consortium members</u> <u>Lead member</u>
e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.	<input type="checkbox"/> Yes <u>Consortium members</u> <u>Current lead member</u> <u>Name of Special Purpose Vehicle</u>

personal info

1.3 Contact details	
Supplier contact details for enquiries about this tender	
Name	[REDACTED]
Postal address	Bunzl Cleaning and Hygiene Supplies Heron Drive Langley SL3 8XP
Country	UK
Phone	01753 214096
Mobile	07753 425 028
E-mail	tendersteam@bunzlchs.co.uk

1.4 Licensing and registration (please mark 'X' in the relevant box)		
1.4.1	<p>Registration with a professional body</p> <p>If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>We are members of :</p> <ul style="list-style-type: none"> • BICSc • C.H.S.A • FTSE4Good <p>If Yes, please provide the registration number in this box.</p> <ul style="list-style-type: none"> • BICSc- 00015712 • CHSA- 1136 • FTSE4Good- n/a
1.4.2	<p>Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this.</p> <p>N/A</p>

SECTION C

2. – Grounds for Mandatory Exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking ‘X’ in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		X
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		X
(c) the common law offence of bribery;		X
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		X
(e) any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		X
(i) the offence of cheating the Revenue;		X
(ii) the offence of conspiracy to defraud;		X
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		X

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		X
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		X
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		X
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		X
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		X
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		X
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		X
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		X
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		X
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		X
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		X
(k) an offence under section 59A of the Sexual Offences Act 2003;		X
(l) an offence under section 71 of the Coroners and Justice		X

Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		X
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		X
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		X
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		X
<p><u>Non-payment of taxes</u></p> <p>2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		X

SECTION D

3. Grounds for discretionary exclusion - Part 1

The authority may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs (a) to (i);

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		X
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		X
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		X
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		X
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		X
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		X
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		X
(h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public		X

Contract Regulations 2015; or		
(i) your organisation has undertaken to		
(aa) unduly influence the decision-making process of the contracting authority, or		X
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		X
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		X

Conflicts of interest

In accordance with question 3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

Taking Account of Bidders' Past Performance

In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this PQQ. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Supplier that answers 'Yes' to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;

- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

4. Grounds for discretionary exclusion - Part 2

The authority reserves the right to use its discretion to exclude a supplier where it can demonstrate the supplier's non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that Section 4 relating to tax compliance only applies where the Authority has indicated that the contract is over £5million in value, and the Authority is a Central Government Department (including their Executive Agencies and Non-Departmental Public Bodies).

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking 'X' in the relevant box).		
4.1	Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.2	Been found to be incorrect as a result of: <ul style="list-style-type: none"> ▪ HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or ▪ a tax authority in a jurisdiction in which the legal entity is 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

	<p>established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or</p> <ul style="list-style-type: none"> ▪ the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established. 	
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If answering “Yes” to either 4.1 or 4.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the Authority to take into consideration. This could include, for example:

- Corrective action undertaken by the Supplier to date;
- Planned corrective action to be taken;
- Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or
- Changes in financial, accounting, audit or management procedures since the OONC.

In order that the Authority can consider any factors raised by the Supplier, the following information should be provided:

- A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the “Halifax” abuse principle etc.
- Where the OONC relates to a DOTAS, the number of the relevant scheme.
- The date of the original “non-compliance” and the date of any judgement against the Supplier, or date when the return was amended.
- The level of any penalty or criminal conviction applied.

5. ECONOMIC AND FINANCIAL STANDING

FINANCIAL INFORMATION									
5.1	<p>Please provide one of the following to demonstrate your economic/financial standing;</p> <p>Please indicate your answer with an 'X' in the relevant box.</p> <table border="1"> <tr> <td>(a) A copy of the audited accounts for the most recent two years</td> <td>X- Please see attached <i>Appendix 1</i></td> </tr> <tr> <td>(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation</td> <td></td> </tr> <tr> <td>(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</td> <td></td> </tr> <tr> <td>(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</td> <td></td> </tr> </table>	(a) A copy of the audited accounts for the most recent two years	X- Please see attached <i>Appendix 1</i>	(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation		(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position		(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
(a) A copy of the audited accounts for the most recent two years	X- Please see attached <i>Appendix 1</i>								
(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation									
(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position									
(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).									
5.2	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</p> <p>If yes, please provide the name below:</p> <table border="1"> <tr> <td>Name of the organisation</td> <td>Bunzl PLC Limited</td> </tr> <tr> <td>Relationship to the Supplier completing the PQQ</td> <td>Bunzl PLC is the ultimate parent company of Bunzl Cleaning and Hygiene Supplies</td> </tr> </table> <p>If yes, please provide Ultimate / parent company accounts if available.</p> <p>If yes, would the Ultimate / parent willing to provide a guarantee if necessary?</p> <p>If no, would you be able to obtain a guarantee elsewhere (e.g from a</p> <p>X Yes</p> <p><input type="checkbox"/> No</p> <p>X Yes- Please see attached <i>Appendix 2</i></p> <p>X- No. This is not required. Please see parent company statement attached as <i>Appendix 2</i></p> <p><input type="checkbox"/> Yes</p> <p>X- No This is not required.</p>	Name of the organisation	Bunzl PLC Limited	Relationship to the Supplier completing the PQQ	Bunzl PLC is the ultimate parent company of Bunzl Cleaning and Hygiene Supplies				
Name of the organisation	Bunzl PLC Limited								
Relationship to the Supplier completing the PQQ	Bunzl PLC is the ultimate parent company of Bunzl Cleaning and Hygiene Supplies								

	bank?)	Please see parent company statement attached as <i>Appendix 2</i>
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commercial info

6. TECHNICAL AND PROFESSIONAL ABILITY

6	Relevant experience and contract examples			
	<p>Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the Authority’s requirement. Contracts for services should have been performed during the past <u>three</u> years. VCSEs may include samples of grant funded work.</p> <p>The named customer contact provided should be prepared to provide written evidence to the Authority to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.</p>			
		Contract 1	Contract 2	Contract 3
6.1	Name of customer organisation	[REDACTED]	[REDACTED]	[REDACTED]

<p>6.2</p>	<p>Point of contact in customer organisation Position in the organisation E-mail address</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>6.3</p>	<p>Contract start date Contract completion date Estimated Contract Value</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>6.4</p>	<p>In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>

				<p>[REDACTED]</p>
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e

<p>6.5 If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.</p>					
<p>N/A</p>					

SECTION E

7 – Project specific questions to assess Technical and Professional Ability

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking 'X' in the relevant boxes.


Further project specific questions relating to the technical and professional ability of the supplier.

7.1 - Insurance


1.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer’s (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £5,000,000 Products Liability = £2,000,000</p> <p>* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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7.2 – Compliance with equality legislation


<p>For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.</p>		
1.	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

		
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7.3 – Environmental Management


1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p>
2.	<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p style="text-align: right;"></p>

7.4 – Health & Safety

1.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p>
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p style="text-align: right;"></p>

7.6 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council. Please confirm your acceptance of this term by ticking the box below.

SECTION F – TENDER SCHEDULE

1.	Pricing Schedule	
1.1	Pricing schedule – Appendix A	450
1.2	Indicate if you have a minimum order delivery and if so, the value of this order. 	50
1.3	Submit a product catalogue detailing other products that you supply. Please see attached <i>Appendix 3</i> for our current catalogue.	FIO

2.	Tender Specification Response	Max Marks Available
	Product	
2.1	<p>How often do you review your product catalogue and do you notify your clients of any product withdrawals? If so, how much notice do you give and how do you communicate this?</p> <div style="background-color: black; width: 100%; height: 100%; min-height: 150px;"></div>	20
2.2	<p>Please confirm that you do not use substitutes in the event that an ordered item cannot be dispatched. Should an ordered item be unavailable what steps do you take to resolve the issue?</p> <div style="background-color: black; width: 100%; height: 100%; min-height: 200px;"></div>	20
2.3	<p>In order to adhere to stringent Health and Safety legislation we must have consistency of product specification. How would you involve the client with any potential changes to your product range?</p> <div style="background-color: black; width: 100%; height: 100%; min-height: 50px;"></div>	30

	<p>[Redacted]</p>	
2.4	<p>Please describe your policy regarding supplier visits/checks that ensures the integrity of the supply chain and the quality of the products you stock.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	10

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
2.5	<p>Do you offer any guarantees in relation to the products you sell above and beyond any manufacturer's warranty that may or may not apply?</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	20

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
	<p>Change of price procedure/Invoicing</p>	
<p>2.6</p>	<p>Confirm you agree to the price verification procedure as detailed in section 19.6 within our Terms and Conditions.</p> <p>[REDACTED]</p>	<p>Pass/Fail</p>

	<p>If you are unable to comply with this section please outline why here and describe how you will inform us of any price variation.</p> <p>N/A</p>	
2.7	<p>Confirm you agree to the invoicing procedure as detailed in section 19.6 within our Terms and Conditions.</p> <p>[REDACTED]</p>	Pass/Fail
	<p>Order, Delivery and Quality procedures</p>	
2.8	<p>Please describe any quality assurance techniques you use in order to ensure the accuracy of orders being despatched.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	10
2.9	<p>What is your procedure for dropping off orders at a site? Make reference in instances where a Shire Services employee is and is NOT present.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	20

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
2.10	<p>We have some small sites in rural locations that operate with restricted opening times/days. How would you manage your delivery schedule to ensure delivery to all our sites</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	10
2.11	<p>How many vehicles do you have with your fleet? Please provide details on any maintenance or replacement policy you may have along with carbon emissions information.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	10

	Added Value and Social Value to be provided	
2.12	<p data-bbox="293 230 1337 338">Please indicate any products or services you provide that may add value to this contract and help enhance the quality of the service we provide to our clients e.g. training, additional products, provision of order forms etc.</p> <p data-bbox="293 383 1283 501">[REDACTED]</p> <p data-bbox="293 539 1297 680">[REDACTED]</p> <p data-bbox="293 719 1150 837">[REDACTED]</p> <p data-bbox="293 875 1315 1048">[REDACTED]</p> <p data-bbox="293 1086 1326 1518">[REDACTED]</p> <p data-bbox="293 1556 1331 1729">[REDACTED]</p> <p data-bbox="293 1780 1318 1899">[REDACTED]</p> <p data-bbox="293 1937 1297 2020">[REDACTED]</p>	50

	<p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
2.13	<p>Deriving Social Value outcomes from our contracting is important for Shropshire Council. Accordingly please provide details of any economic, environmental or social benefits you will deliver if you are awarded the contract and undertake the required services</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	10

	<p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted] <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
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	Handling of complaints	
2.14	<p data-bbox="295 241 1332 376">Please detail your company complaints procedure that you would operate for our contract and give examples of how this has been used to satisfactorily resolve any issues that have occurred recently with contracts that you currently hold.</p> <p data-bbox="295 409 1332 584">[Redacted]</p> <p data-bbox="295 611 1294 752">[Redacted]</p> <p data-bbox="295 779 1332 954">[Redacted]</p> <ul data-bbox="339 981 1326 1126" style="list-style-type: none"><li data-bbox="339 981 1326 1048">[Redacted]<li data-bbox="339 1048 1198 1126">[Redacted] <p data-bbox="295 1153 1326 1462">[Redacted]</p> <p data-bbox="295 1489 1192 1563">[Redacted]</p> <p data-bbox="295 1590 1332 1798">[Redacted]</p> <p data-bbox="295 1825 1332 2024">[Redacted]</p>	20

	<p>[Redacted]</p>	
	<p>Client Care</p>	
<p>2.15</p>	<p>Please name the individual who would be responsible for overseeing the day to day running of the account and who we would liaise with should any issue arise. Please include an approximate figure as to how many contracts each 'Client Manager' operates</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>10</p>

	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
	<p>Contract Implementation</p>	
2.16	<p>This contract is due to commence on the 1st August 2018. Please outline what support you would offer to us and how you would manage the mobilisation of this contract.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	10



personal & commercial info

Bunzl Cleaning and Hygiene Supplies
Heron Drive
Langley
SL3 8XP
FAO [REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Emailed to: tendersteam@bunzlchs.co.uk

Date: 30th April 2018

Dear Bidder

RMCS 023 – SUPPLY OF CLEANING MATERIALS & ASSOCIATED CLEANING EQUIPMENT

SUBJECT TO CONTRACT

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

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

However, this letter is not, at this stage, a communication of Shropshire Council’s formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to the Regulations; this period will end at midnight on 10th May 2018.

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

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 50% and price for 50% of the total marks.

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

Criteria	Your Weighted Score	Your Rank (out of all 9 tenders received)
Price Q 1.1 (out of 450 marks)	[REDACTED]	[REDACTED]
Price Q 1.1 (out of 50	[REDACTED]	[REDACTED]



commercial info

marks)		
Quality (out of 250 marks)	■	■
Product Testing (out of 250 marks)	■	■
Overall	■	■

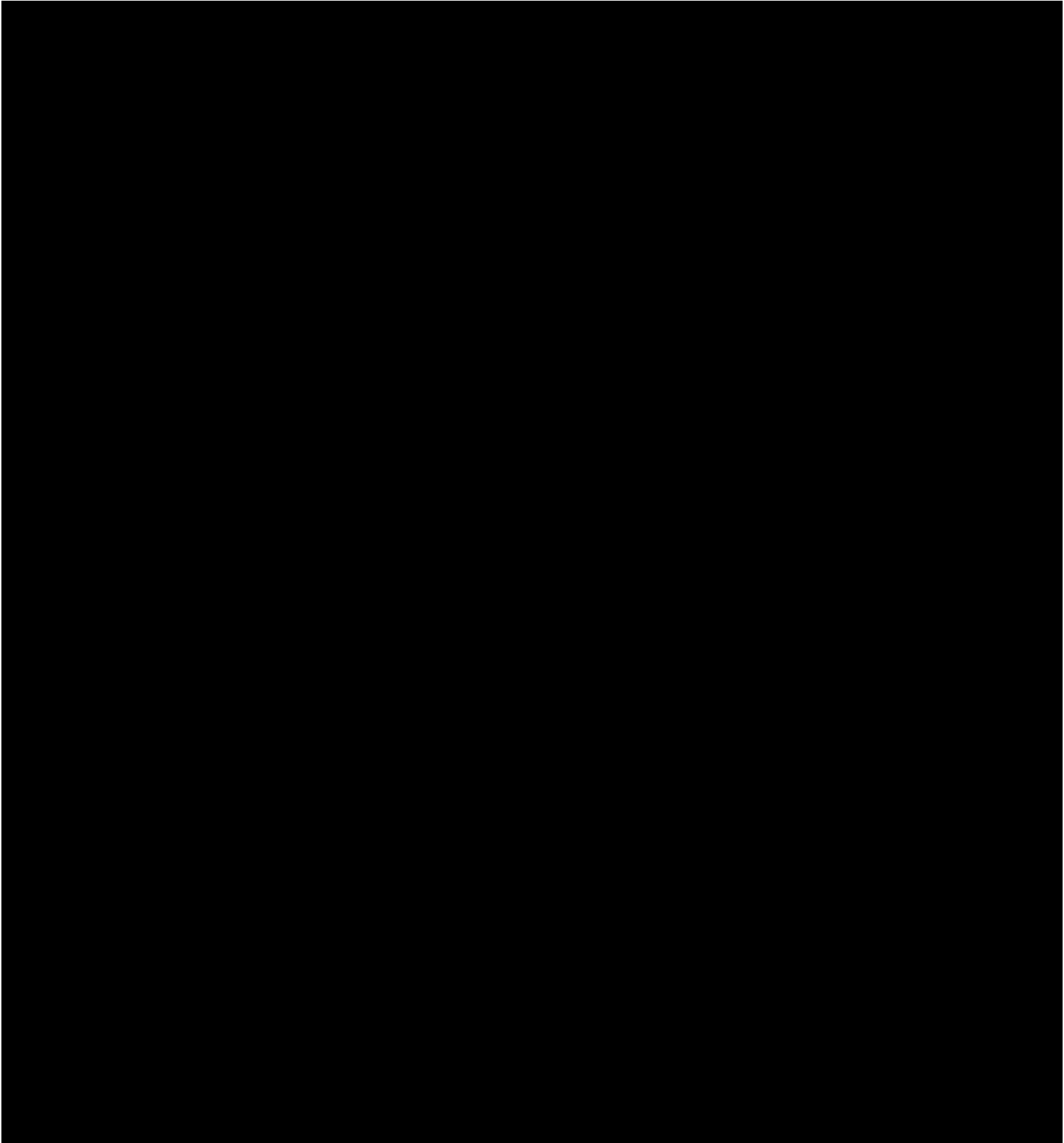
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- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

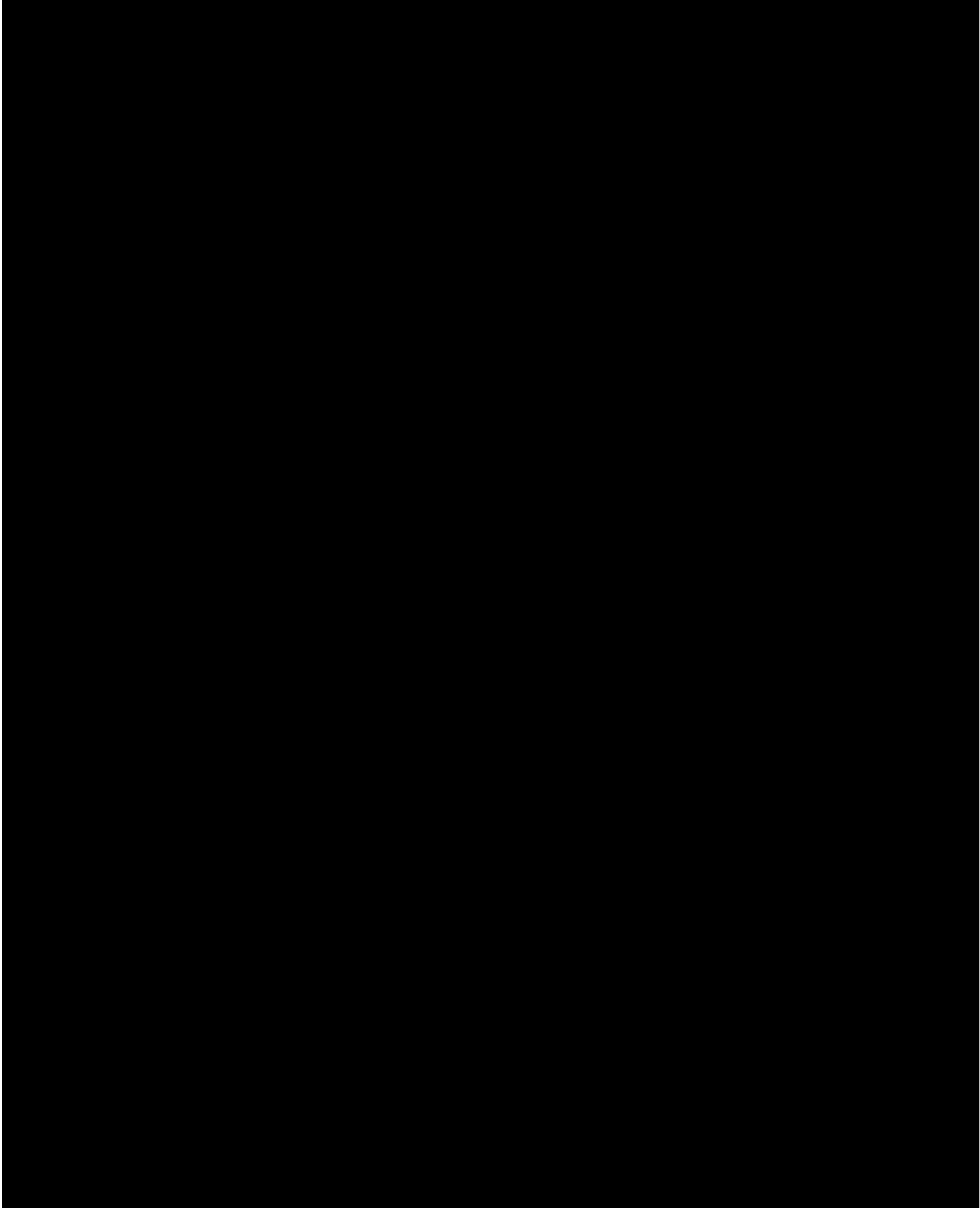
Please find details of the marks allocated to you for Quality and Product Testing and reasoning behind the Quality and Product Testing marks as follows:-

[Redacted]

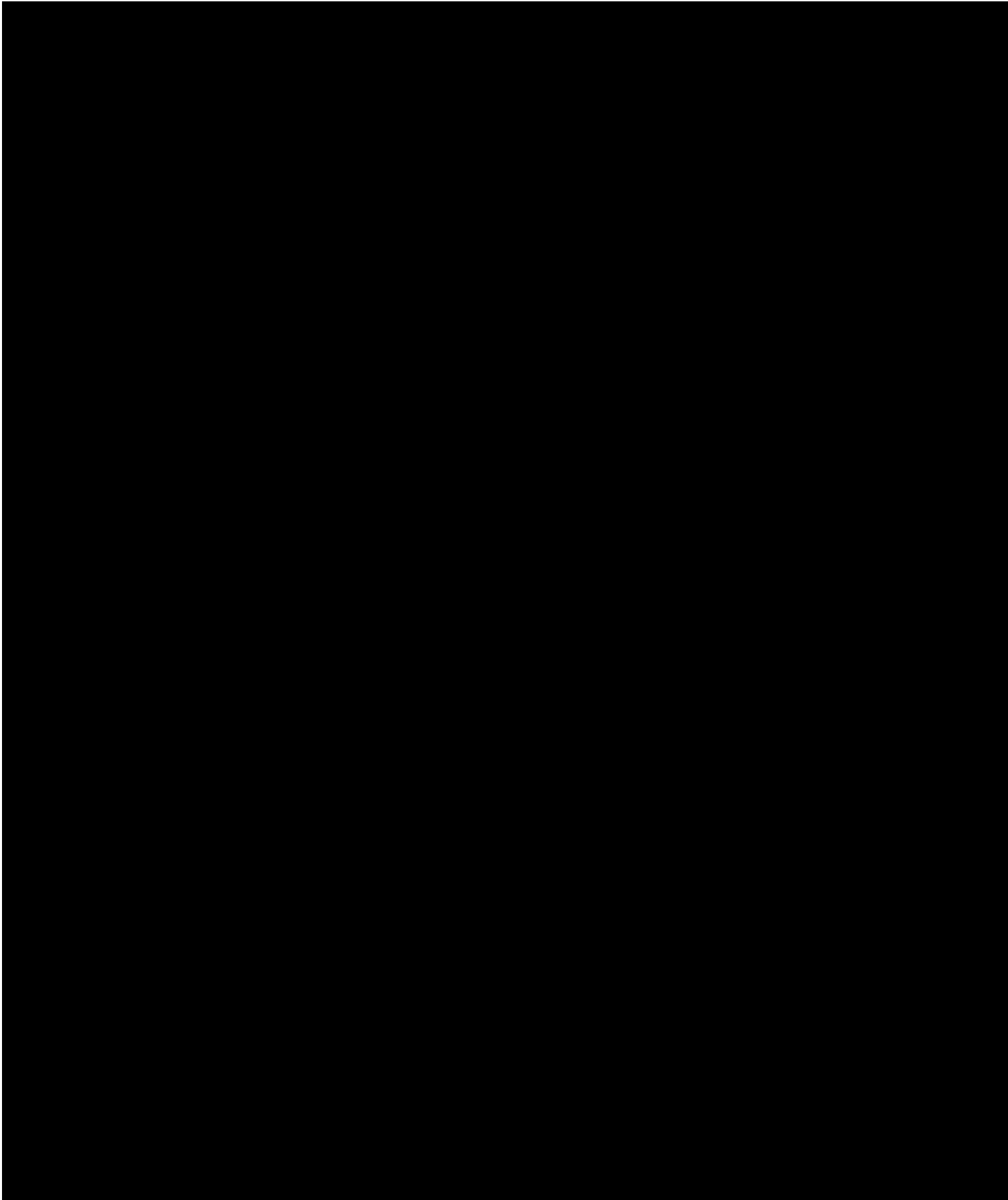
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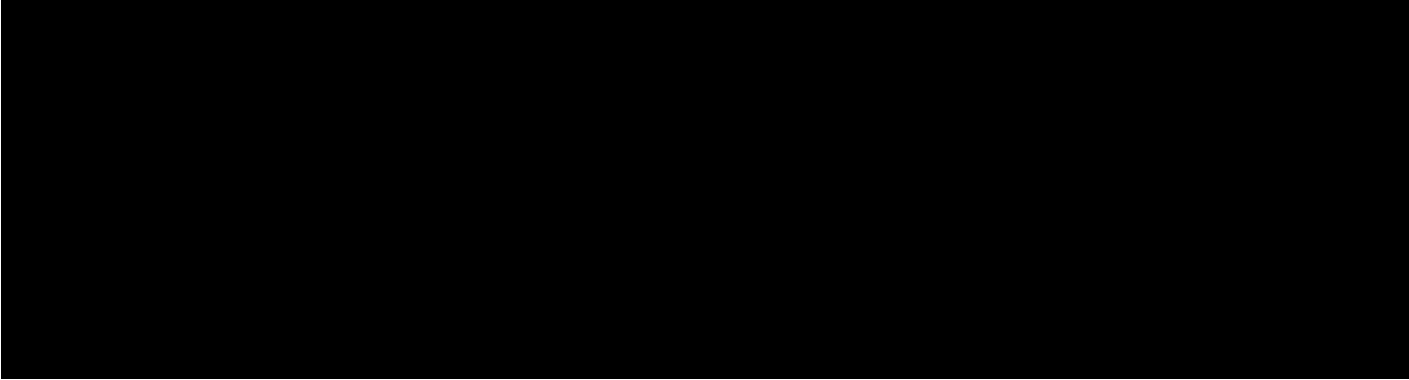
commercial info



personal info

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

Yours faithfully



General Manager – Shire Services

Project Manager – Shire Services