

RMC 130 - The supply and delivery of kitchen disposables and light equipment



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CONTRACT NOTICE

SECTION I: CONTRACTING AUTHORITY

I.1) NAME, ADDRESSES AND CONTACT POINT(S)

Official name: [Shropshire Council](#)

Postal address: [Shirehall, Abbey Foregate](#)

Town: [SHREWSBURY](#)

Postal code: [SY2 6ND](#)

Country: [United Kingdom](#)

Contact point(s):

Telephone: [REDACTED]

For the attention of: [REDACTED]

Email: procurement@shropshire.gov.uk

Fax: [REDACTED]

Internet address(es) (if applicable)

General address of the contracting authority (URL): www.Shropshire.gov.uk

Address of the buyer profile (URL):

Further information can be obtained at:

As in above-mentioned contact point(s)

Other: please complete Annex A.I

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

As in above-mentioned contact point(s)

Other: please complete Annex A.II

Tenders or requests to participate must be sent to:

As in above-mentioned contact point(s)

Other: please complete Annex A.III

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

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

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

- yes no

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SECTION II: OBJECT OF THE CONTRACT

II.1) DESCRIPTION

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

RMC 130 - The supply and delivery of kitchen disposables and light equipment

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

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

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

II.1.3) The notice involves

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

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

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

Duration of the framework agreement:

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

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

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

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

The supply and delivery of kitchen disposables and light equipment to Shropshire Council schools and other catering establishments. This includes sites in Telford, Herefordshire and Worcestershire that have their catering function managed by Shire Services

The contract is divided into 2 lots:-

Lot 1 – disposables – e.g. napkins, tin foil, sandwich bags, disposable plastic cutlery

Lot 2 – light equipment – e.g. chopping boards, metal cutlery, baking dishes, saucepans etc

Tenderers may apply for one or both lots. The contract will be for 2 years from 1 May 2011, with the option to extend for a further 2 years.

This contract does not include kitchen equipment such as ovens, food slicers, food mixers, dishwashers etc which is provided under a separate contract.

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II.1.6) Common procurement vocabulary (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	39222100	
Additional object(s)	39311000	

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

yes no

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

yes no

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

one lot only

one or more lots

all lots

II.1.9) Variants will be accepted

yes no

II.2) QUANTITY OR SCOPE OF THE CONTRACT

II.2.1) Total quantity or scope (including all lots and options, if applicable)

See tender documents

If applicable, estimated value excluding VAT (give figures only): 240 000,00	Currency: GBP
OR Range: between and	Currency:

II.2.2) Options (if applicable)

yes no

If yes, description of these options:

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

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

Duration in months:	or days:	(from the award of the contract)
OR Starting	01/05/2011 (dd/mm/yyyy)	
Completion	30/04/2013 (dd/mm/yyyy)	

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SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) CONDITIONS RELATING TO THE CONTRACT

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

[See tender documentation](#)

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

[See tender documentation](#)

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

[Joint and severable liability](#)

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

yes no

If **yes**, description of particular conditions

III.2) CONDITIONS FOR PARTICIPATION

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

Information and formalities necessary for evaluating if requirements are met:

[See tender documentation](#)

III.2.2) Economic and financial capacity

Information and formalities necessary for evaluating if requirements are met:

[See tender documentation](#)

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

III.2.3) Technical capacity

Information and formalities necessary for evaluating if requirements are met:

[See tender documentation](#)

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

III.2.4) Reserved contracts (if applicable)

yes no

The contract is restricted to sheltered workshops

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

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

yes no

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

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

yes no

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SECTION IV: PROCEDURE

IV.1) TYPE OF PROCEDURE

IV.1.1) Type of procedure

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

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

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

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

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

yes no

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IV.2) AWARD CRITERIA

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

Lowest price

OR

The most economically advantageous tender in terms of

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

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

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

IV.2.2) An electronic auction will be used

yes no

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

IV.3) ADMINISTRATIVE INFORMATION

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

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

yes no

If yes,

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

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

Time limit for receipt of requests for documents or for accessing documents	
Date: 24/03/2011 (dd/mm/yyyy) Time:	
Payable documents	
<input type="radio"/> yes <input checked="" type="radio"/> no	
If yes, price (give figures only):	Currency:
Terms and method of payment:	

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

Date: 25/03/2011 (dd/mm/yyyy) Time: 12:00

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

Date: (dd/mm/yyyy)

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

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

Other:

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

Until: (dd/mm/yyyy)

OR Duration in month(s):

OR days: (from the date stated for receipt of tender)

IV.3.8) Conditions for opening tenders

Date: (dd/mm/yyyy) Time:

Place (if applicable):

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

yes no

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

yes no

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

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

yes no

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

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

The contracting authority reserves the right not to award a contract or to award any option(s) it so wishes. Closing date for receipt of tenders is 12 noon, 25 March 2011. Applicants wishing to tender for this requirement should request a tender pack in writing or by email to the Head of Procurement, Shropshire Council as set out in para 1.1 above.

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

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

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

Body responsible for mediation procedures *(if applicable)*

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

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

Precise information on deadline(s) for lodging appeals:

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

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

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

VI.5) DATE OF DISPATCH OF THIS NOTICE:[08/02/2011 \(dd/mm/yyyy\)](#)

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

Official name:

Postal address:

Town:

Postal code:

Country:

Contact point(s):

Telephone:

For the attention of:

Email:

Fax:

Internet address (URL):

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

Official name:

Postal address:

Town:

Postal code:

Country:

Contact point(s):

Telephone:

For the attention of:

Email:

Fax:

Internet address (URL):

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

Email:

Fax: 

Internet address (URL):

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ANNEX B (1)

INFORMATION ABOUT LOTS

LOT NO 1 TITLE **Lot 1 - Kitchen Disposables**

1) SHORT DESCRIPTION

Supply and delivery of kitchen disposables to Shropshire Council catering establishments.

Kitchen disposables include items such as napkins, tin foil, sandwich bags, disposable plastic cutlery etc.

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	39222100	

3) QUANTITY OR SCOPE

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

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

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

5) ADDITIONAL INFORMATION ABOUT LOTS

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ANNEX B (2)

INFORMATION ABOUT LOTS

LOT NO 2 TITLE **Lot 2 - Light Catering Equipment**

1) SHORT DESCRIPTION

Supply and delivery of light kitchen equipment to Shropshire Council catering establishments.
Light kitchen equipment includes items such as chopping boards, metal cutlery, baking dishes, saucepans etc.
This does not include heavy mechanical equipment such as ovens, food slicers, food mixers, dishwashers etc,
which is provided under a separate contract.

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	39311000	

3) QUANTITY OR SCOPE

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

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

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

5) ADDITIONAL INFORMATION ABOUT LOTS



Date - as per email

Tel: [REDACTED]

Fax: [REDACTED]

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Sirs

**RMC 130 – SUPPLY OF KITCHEN DISPOSABLES AND LIGHT EQUIPMENT
SHROPSHIRE COUNCIL**

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

1. Instructions to Tenderers and Special Terms and Conditions
2. Shropshire Council General Terms and Conditions
3. Tender Specification and Response Document
4. Site List
5. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions to Tenderers and Special Terms and Conditions'. 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 25 March 2011**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders **cannot** be accepted if:

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

European Requirements

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

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 8 February 2011 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.

Further to it's obligations regarding transparency of expenditure, Shropshire 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 Shropshire Council, please refer to the Council's General Terms and Conditions for requirements around Freedom of Information, Data Protection and Transparency.

Other Details

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

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

Personal Information

If you have any queries relating to this invitation to tender, please contact me on telephone number [REDACTED]

Yours faithfully



Head of Procurement

Enc



INSTRUCTIONS TO TENDERERS AND SPECIAL TERMS AND CONDITIONS

**RMC 130 – Supply of Kitchen
Disposables and Light
Equipment**

Shropshire Council Instructions to Tenderers and Special Terms and Conditions

Contract Description:

The supply and delivery of kitchen disposables and light equipment to Shropshire Council schools and other catering establishments.

The contract is divided into two lots (Lot 1 – disposables; Lot 2 – light equipment); tenderers may apply for one or both lots. The contract will be for 2 years from 1st May 2011, with the option to extend for a further two years to 30 April 2015

Tenders must be submitted in accordance with the following conditions and instructions to tender. Any tenders not complying with these instructions in any aspect risk being rejected by Shropshire Council whose decision in this matter shall be final.

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1.0 Invitation to Tender

You are invited to tender for the provision of kitchen disposables and light equipment as detailed in the Tender Response Document. The contract/framework will be for an initial period of two years commencing on the 1st May 2011 with the option to extend up to the 30th April 2015.

Tenders are to be submitted in accordance with the General Terms and Conditions and the instructions outlined within this document.

2.0 Terms and Conditions

Every Tender received by Shropshire Council ('the Council') shall be deemed to have been made subject to the General Terms and Conditions and the Special Terms and Conditions contained in these Instructions to Tender unless the Council shall previously have expressly agreed in writing to the contrary.

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

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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.

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.

3.2 Tender Preparation and Costs

Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their tenders.

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

3.3 Requirements

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.

The Tenderer shall be deemed to have a thorough knowledge of the requirement by inspecting and taking due account of the specification, and by satisfying him/herself as to the accuracy of the data included before his Tender is submitted. The Tender should include sums to cover all liabilities in these respects.

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.

3.4 Parent Company Guarantee

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

3.5 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.

3.6 Tender Submission

Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 25 March 2011. One hard copy and one CD copy of your Tender Response Document must be returned**

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.

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.

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.

3.7 Queries

Any queries arising in relation to this invitation to tender should be raised with [REDACTED], Procurement Officer, Resources Directorate, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND [REDACTED] (email: procurement@shropshire.gov.uk) quoting the contract reference and title.

All queries should be raised as soon as possible (in writing), in any event not later than 18 March 2011.

4.0 Confidentiality and Freedom of Information

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.

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

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.

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.

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.

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.

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.

Further to its obligations regarding transparency of expenditure, Shropshire 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 Shropshire Council, please refer to the Council's General Terms and Conditions for requirements around Freedom of Information, Data Protection and Transparency.

5.0 Non-Canvassing

Any Tenderer who 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 shall be disqualified. The Canvassing Certificate must be completed and returned as instructed.

6.0 Collusive Tendering

Any Tenderer who:

- (a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- (b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- (c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- (d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission; or

Shall (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) be disqualified. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

7.0 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.

8.0 Award of Contract

8.1 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.

8.2 **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.

8.3 **Value of Contract**

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

8.4 **Acceptance**

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

The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being 1 May 2011.

9.0 **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.

10. Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

RMC 130 – Site List

Aston Fields Middle School Drummond Road Bromsgrove WORCESTER B60 2ET	Belvidere School – A Technology College Crowmere Road SHREWSBURY SY2 5LA	BRJ Catholic College (TWC) Whitchurch Road Wellington TELFORD TF1 3DY
Aylestone Business & Enterprise College Broadlands House Broadlands Lane HEREFORD HR1 1HY	Church Stretton School – A Specialist Technology College Shrewsbury Road CHURCH STRETTON SY6 6EX	Bryn Elian High School Windsor Drive Old Colwyn COLWYN BAY LL29 8HU
Batchley First School Cherry Tree Walk Batchley REDDITCH B97 6PD	The Community College Brampton Road BISHOP'S CASTLE SY9 5AY	Eirias High School Eirias Road COLWYN BAY LL29 7SP
The Bewdley School and Sixth Form Centre Stourport Road BEWDLEY DY12 1BL	The Corbet School Technology College Baschurch SHREWSBURY SY4 2AX	Ruscoe Centre c/o Adams School WEM SY4 5UB
Catshill Middle School Meadow Road Catshill BROMSGROVE B61 0JW	Grange School – A Visual & Performing Arts College Worcester Road SHREWSBURY SY1 3LP	Shrewsbury Sixth Form College Priory Road SHREWSBURY SY1 1RX
Chantry High School Martley WORCESTER WR6 6QA	Idsall School Coppice Green Lane SHIFNAL TF11 8PD	Abbot's Wood Eskdale Road SHREWSBURY SY2 5UA (Open 52 weeks)
Dyson Perrins CE Sports College Yates Hay Road MALVERN WR14 1WD	Lakelands School, Sports & Language College Oswestry Road ELLESMERE SY12 0EA	Coffee Shop The Shirehall Abbey Foregate SHREWSBURY SY2 6ND
Hagley RC High School Brake Lane HAGLEY DY8 2XL	The Marches School and Technology College Morda Road OSWESTRY SY11 2AR	The Gateway Coffee Shop Chester Street SHREWSBURY SY1 1NB
Hartlebury C E Primary School The Village Hartlebury KIDDERMINSTER DY11 7TD	Mary Webb School & Science College Pontesbury SHREWSBURY SY5 0TG	The Lantern Meadow Farm Drive SHREWSBURY SY1 4NG (Open 52 weeks)
Hereford Academy Stanberrow Road HEREFORD HR2 7NG	Meole Brace School Science College Longden Road SHREWSBURY SY3 9DW	Louise House Intermediate Care Centre Meole Brace Roman Road SHREWSBURY SY3 9JN (Open 52 weeks)
Hereford College of Arts Folly Lane HEREFORD HR1 1LT	Oldbury Wells School BRIDGNORTH WV16 5JD	Our Shop The Shirehall Abbey Foregate SHREWSBURY SY2 6ND

RMC 130 – Site List

Hereford Sixth Form College Folly Lane HEREFORD HR1 1LU	The Priory School – A Business and Enterprise College Longden Road SHREWSBURY SY3 9EE	Raven House 129 Cheshire Road MARKET DRAYTON TF9 3AH (Open 52 weeks)
Ipsley Middle School Winyates Way Winyates West REDDITCH B98 0UB	Rhyn Park School & Performing Arts College St Martins OSWESTRY SY10 7BD	Shirehall Catering Service The Shirehall Abbey Foregate SHREWSBURY SY2 6ND
John Masefield High School & Sixth Form Centre Mabel's Furlong LEDBURY HR8 2HF	Sir John Talbot's Technology College Tilstock Road WHITCHURCH SY13 2BY	Thomas Adams School Lowe Hill WEM SY4 5UB
Matchborough First School Matchborough Way REDDITCH B98 0GD	Perdiswell Primary School Bilford Road WORCESTER WR3 8QA	Wakeman School and Arts College Abbey Foregate SHREWSBURY SY2 6AA
St Mary's Convent School Mount Battenhall Battenhall Avenue WORCESTER WR5 2HP	Tenbury C E Primary School Bromyard Road TENBURY WELLS WR15 8BS	Witton Middle School Old Coach Road DROITWICH SPA WR9 8BD



GENERAL TERMS AND CONDITIONS

FOR THE SUPPLY OF GOODS SERVICES AND WORKS

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

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

1. **DEFINITIONS**

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

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

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

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

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

2. **GENERAL**

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.

- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

3.0 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

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

4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

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

5. PRICE AND PAYMENT

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the

duration of the Agreement and shall not be varied without prior written consent of the Council.

- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.
- 5.4 Provided that a nominated employee or authorised signatory has signed for Goods or Services the Council will make payment to the Contractor within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services.
- 5.5 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.7 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6. DELIVERY

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

Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.

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

7. LOSS OR DAMAGE IN TRANSIT

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

8. INSPECTION

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

9. REJECTION

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services,

as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.

9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.

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

10. TITLE - PASSING PROPERTY

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

10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.

10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held.

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

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

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

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

11. **THE COUNCIL'S OBLIGATIONS**

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

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

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

12. **WARRANTIES**

12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.

12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

13. **INDEMNIFICATION**

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

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

14. **TERMINATION AND CANCELLATION**

14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of

the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.

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

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

- 15.1 The Council may cancel the Agreement by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:
- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Agreement or any other Agreement with the Council; or
 - b) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or
 - c) committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title

guarantee all such copyright, design and other intellectual property rights.

- 16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

17. INDEPENDENT CONTRACTORS

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

18. SEVERABILITY

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

19. ASSIGNING AND SUB-CONTRACTING

- 19.1 The Contractor will not, without the written consent of the Council, assign or sub-contract its right or duties under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.
- 19.2 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.
- 19.3 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20 WAIVER

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

21. HAZARDOUS GOODS

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

22. NOTICES

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

23. CONFIDENTIALITY (W) (Z)

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

- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
 - 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
 - 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 23.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement.
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
 - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government

department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.

- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

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

- 23A.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 23A.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

24. COUNCIL DATA

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably

requested by the Council.

- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- a) Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
 - b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
 - c) Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
- 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council.
- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
- 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
 - 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25. **PROTECTION OF PERSONAL DATA**

25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.

25.2 The Contractor shall:

25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);

25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause;

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

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

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

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

- a) providing the Council with full details of the complaint or request;
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
 - d) providing the Council with any information requested by the Council;
- 25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;
- 25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and
- 25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
 - 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of

Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

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

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

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

28 INSURANCE

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

Professional Indemnity insurance of at least £1,000,000 (ONE MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

29 EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the following general duties imposed on local authorities by Section 71 of the Race Relations Act 1976 to eliminate unlawful racial discrimination and promote equality of opportunity and good relations between persons of different racial groups; Section 49A of the Disability Discrimination Act 1995 to eliminate unlawful discrimination and harassment of disabled persons that is related to their disabilities; to promote equality of opportunity between disabled persons and other persons; to take steps to take account of disabled persons' disabilities, to promote positive attitudes towards disabled persons; and by Section 76A of the Sex Discrimination Act 1975 to eliminate unlawful discrimination and harassment and promote equality of opportunity between men and women.
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Commission for Racial Equality and the Disability Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Commission for Racial Equality, Equal Opportunities Commission or Disability Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30 HUMAN RIGHTS (W) (Z)

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

31 HEALTH AND SAFETY AT WORK (Z)

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

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

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

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

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

32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

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

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

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

- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the 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:
- 32.6.1 in certain circumstances without consulting the Contractor; or
- 32.6.2 following consultation with the Contractor and having taken their views into account; provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.
- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
- 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
- 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party;
- 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt

Information the Receiving Party shall consult the other party before making any such decision and shall not:

- a) confirm or deny that information is held by the other party, or
- b) disclose information required to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause

32.9.5 each party shall bear its own costs of:

- a) assessing the application of any exemption under FOIA and/or
- b) responding to any FOIA notice and/or
- c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure

32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.

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

33. SAFEGUARDING(W)(Z)

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

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

34. SUSTAINABILITY

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

35 EXPIRY

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

36 AUDIT AND MONITORING) (W) (Z)

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

37. RIGHTS OF THIRD PARTIES

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

38. ENTIRE AGREEMENT

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

39 FORCE MAJEURE

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

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

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

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

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

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

as soon as reasonably possible

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

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

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

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

40 GOVERNING LAW AND JURISDICTION (W)

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

41 COMPLAINTS PROCEDURE (W) (Z)

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

41.1.1 is easy to access and understand;

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

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

41.1.4 provides information to management so that services can be improved;

41.1.5 provides effective and suitable remedies;

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

- 41.2 The Contactor shall ensure that:
- 41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint;
 - 41.2.2 someone who is independent of the matter complained of carries out the investigation;
 - 41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations;
 - 41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint.
- 41.3 The Contactor will make its complaints procedure available on request.
- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint.
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council.
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute;
 - 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the

Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice.

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

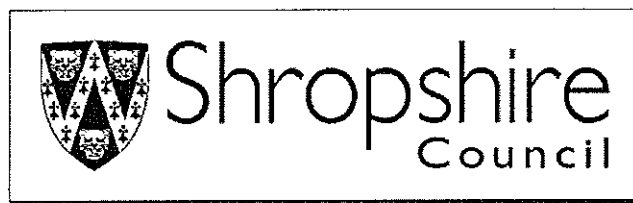
43 STAFFING SECURITY

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

44 SECURITY REQUIREMENTS

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

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



Tender Specification and Response Document

RMC 130 – Supply of Kitchen Disposables and Light Equipment

Name of TENDERING
ORGANISATION
(please insert)

KEY CATERING PLC

Shropshire Council Tender Response Document

Contract Description:

The supply and delivery of kitchen disposables and light equipment to Shropshire Council schools and other catering establishments.

The contract is divided into two lots (Lot 1 – disposables; Lot 2 – light equipment); tenderers may apply for one or both lots. The contract will be for 2 years from 1st May 2011, with the option to extend for a further two years to 30 April 2015.

Instructions for the completion of this document

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

Contents

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13
E	Health & Safety and Equal Opportunities	14
F	Contract Experience and References	20
G	Accreditations and Skills Level	22
H	Tender Schedule	23

Award Criteria

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

Selection Criteria - Pass/Fail Questions

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

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

Award Criteria - Weighted Marked Questions

Questions within these sections will be scored using the following weightings. Each answer from the questions identified below will be given a mark between 0 and 7 with the following meanings:

- 0 - No response given
- 1 - Very poor response given
- 2 - Poor response given
- 3 - Poor/average response given
- 4 - Average response given
- 5 - Good response given
- 6 - Very good response given
- 7 - Excellent response given

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

Lot 1 – Kitchen Disposables

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 60% (420 marks)		
Section H / Q1& 2	Lot 1 – Kitchen Disposables	60% / 420 max marks
Total for price		60% / 420 max marks
Quality 40% (280 marks)		
Section F	Contract Experience and References	5% / 35 max marks
Section H / Q2	Lot 1 - Quality & Range offered	20% / 140 max marks
Section H / Q 4	Delivery	10% / 70 max marks
Section H / Q 5	Payment	5% / 35 max marks
Total for quality		40% / 280 max marks

Lot 2 – Light Equipment

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 60% (420 marks)		
Section H / Q1 & 2	Lot 2 – Light Equipment	60% / 420 max marks
Total for price		60% / 420 max marks
Quality 40% (280 marks)		
Section F	Contract Experience and References	5% / 35 max marks
Section H / Q 3	Lot 2 - Quality & Range offered	20% / 140 max marks
Section H / Q 4	Delivery	10% / 70 max marks
Section H / Q 5	Payment	5% / 35 max marks
Total for quality		40% / 280 max marks

Section A:

1. Form of Tender

Form of Tender

Shropshire Council

Tender for the supply of kitchen disposables and light equipment

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

Signed

Name... ..

Date7TH MARCH 2011.....

Designation ... COMMERCIAL DIRECTOR.....

Company.....KEY CATERING PLC.....

AddressTHAMES HOUSE EASTBURY ROAD BECKTON LONDON
Post Code E6 6GP

Tel No ... [REDACTED]

Fax No 0843 316 1050

E-mail address

SHROPSHIRE COUNCIL
Legal & Democratic

- 6 APR 2011

TENDER NO
SIGNATURES

[Handwritten signatures]

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

I hereby certify that I have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of 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 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... COMMERCIAL DIRECTOR

(For and on behalf of ...KEY CATERING PLC.....)

Date7TH MARCH 2011.....

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

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

I 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 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 COMMERCIAL DIRECTOR.....

(For and on behalf of KEY CATERING PLC.....)

Date7TH MARCH 2011.....

Section A:

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

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

No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1)	Status COMMERCIAL DIRECTOR.....
(For and on behalf of ...KEY CATERING PLC.....)	
Date ...7 TH MARCH 2011.....	

Section B:

Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: KEY CATERING PLC Address: THAMES HOUSE EASTBURY ROAD LONDON INDUSTRIAL PARK BECKTON LONDON Postcode: E6 6GP Tel: 0844 871 2015 Email:	
1.2	Registered name (if different from above): AS ABOVE Registered Office Address: HARBEN HOUSE HARBEN PARADE FINCHLEY ROAD LONDON Postcode: NW3 6LH Company registration number: 1235023	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: COMMERCIAL DIRECTOR Correspondence Address: THAMES HOUSE EASTBURY ROAD LONDON INDUSTRIAL PARK BECKTON LONDON Postcode: E6 6GP Tel: XXXXXXXXXX Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>
(g)	Public Sector Organisation	<input type="checkbox"/>
1.5	Are you a Small or Medium Sized Enterprise (SME)	<input type="checkbox"/>

	<p><i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	
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2.	Company History/Background	
2.1	Date Company established:	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	How many years has your company been providing kitchen disposables and light equipment?	
2.5	Total number of employees: _____	
2.6	<p>Total number of employees engaged solely in the provision of kitchen disposables and light equipment?</p> <p>_____</p>	

Section C: Financial & Insurance Information

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

	<p><i>financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																						
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 15%;"></th> <th colspan="2" style="text-align: center;"><u>Company</u></th> <th style="text-align: center;">Accounts Enclosed</th> </tr> <tr> <th style="text-align: center;"><u>Year</u></th> <th style="text-align: center;"><u>Turnover</u></th> <th style="text-align: center;"><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2007/08</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2008/09</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2009/10</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>				<u>Company</u>		Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08				2008/09				2009/10			
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2007/08																							
2008/09																							
2009/10																							
2.2	<p>Please show below your company's turnover in the provision of kitchen disposables and light equipment, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 15%;"><u>Year</u></th> <th>Turnover in relation to kitchen disposables and light equipment</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2007/08</td> <td></td> </tr> <tr> <td style="text-align: center;">2008/09</td> <td></td> </tr> <tr> <td style="text-align: center;">2009/10</td> <td></td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>			<u>Year</u>	Turnover in relation to kitchen disposables and light equipment	2007/08		2008/09		2009/10													
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2007/08																							
2008/09																							
2009/10																							

Section D:
Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements
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1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	
1.2	If YES to 1.1 please provide further details.	

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

Section E: Health & Safety and Equal Opportunities

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

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).
1.6	Do you routinely carry out Risk Assessments?
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)
1.8	Do you have a health and safety training programme for employees?
1.9	If YES to 1.8 please state what training has been given.
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance
1.11	Does your company have a recognised health & safety management system? Please give details below:

1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years:-</p> <table border="1" data-bbox="427 248 1007 450"> <thead> <tr> <th colspan="2" data-bbox="868 248 943 277">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="440 300 810 367">No. of accidents reported under RIDDOR last year</td> <td data-bbox="815 286 1003 367"></td> </tr> <tr> <td data-bbox="440 374 810 441">No. of accidents reported under RIDDOR this year</td> <td data-bbox="815 367 1003 441"></td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year	
Total							
No. of accidents reported under RIDDOR last year							
No. of accidents reported under RIDDOR this year							
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p>						
1.14	<p>Will you be using any sub contractors as part of this contract?</p>						
1.15	<p>If YES to 1.14 please give details of who your sub contractors are.</p>						
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p>						
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>						

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

	<ul style="list-style-type: none"> - Promote equality of opportunity between disable persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p>
2.3	<p>In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?</p>
2.4	<p>If YES to 2.3, please give details.</p>
2.5	<p>In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?</p>
2.6	<p>If YES to 2.5, please give details.</p>
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p>

	<p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input type="checkbox"/></p>	
<p>2.8</p>	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p>	
<p>2.9</p>	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age? Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p>	
<p>2.10</p>	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: center;">Confirmed</p>	

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Section F: Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1				SUPPLY OF PACKAGING & DISPOSABLES	1-12-2009 ONWARD
2				SUPPLY OF PACKAGING & DISPOSABLES	1-12-2009 ONWARD
3				SUPPLY OF PACKAGING & DISPOSABLES	1-1-2007 ONWARDS
4				SUPPLY OF PACKAGING & DISPOSABLES	1-1-2009 ONWARDS
5				SUPPLY OF PACKAGING & DISPOSABLES	01-04-2008 ONWARDS
6				SUPPLY OF PACKAGING & DISPOSABLES	01-04-2008 ONWARDS
7				SUPPLY OF PACKAGING & DISPOSABLES	01-04-2008 ONWARDS

8				SUPPLY OF PACKAGING & DISPOSABLES	0 1-05-2009 ONWARDS
9				SUPPLY OF PACKAGING & DISPOSABLES	01-01-2005 ONWARDS
10				SUPPLY OF PACKAGING & DISPOSABLES	01-01-1993 ONWARDS

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply.</p> <p>KEY CATERING PLC IS A NATIONAL DISTRIBUTOR OF FOOD SERVICE PACKAGING AND ALLIED PRODUCTS OPERATIING FROM 5 DEPOTS NATIONALLY.</p> <p>KEY CATERING PLC WAS ESTABLISHED IN DEC 1975 SO HAS A WEALTH OF EXPERIENCE IN THIS MARKET.</p> <p>KEY CATERING OPERATES ITS OWN FLEET OF VEHICLES, ITS OWN BESPOKE SOFTWARE, SO IS FLEXIBLE IN ALL FORMS OF BUSINESS.</p> <p>KEY CATERING HAVE A SUBSTANTIAL AMOUNT OF ITS BUSINESS IN THE PUBLIC SECTOR , SUPPLING M.B.C'S AND N.H.S.</p>

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**Section G:
Accreditations and Skills Level**

1.	Accreditations		
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application.</p> <p>Please state whether the award belongs to the company or an individual.</p>		
	Name of Awarding Organisation/Body	Level of Accreditation	Date of Expiry/ Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.		Enclosed YES/NO

1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates.				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal
	NQA		ISO-9001:2000	OCT 1994	03-11-2011
Please provide copies of the certificates you have given above or other proof of the qualifications.					Enclosed YES

**Section H:
Tender Schedule**

1.	Pricing Schedule
1.1	Please detail any delivery cost and minimum order value:- MINIMUM DELIVERY VALUE =
1.2	Please detail the price firm period:-
1.3	How do you propose to negotiate price changes after the price firm period has expired:- KEY CATERING WOULD GIVE _____ OF ANY INCREASE. ANY INCREASE WOULD ONLY BE A RESULT OF RAW MATERIAL INCREASE.

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2.	Lot 1 – Kitchen Disposables
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The items shown below are indicative of our recent requirements, but our requirements for the future may change. If a manufacturer is shown, tenderers may suggest alternative suppliers in their response and this should be indicated.

Please complete the details below with your proposed items; additional information may be included but you should not refer to an attached price list. Prices should exclude VAT.

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
4L LID FOR C4 CUP	1,000	1			
32FCL LID FOR 32FC	500	6			
4FC 4oz FOOD CONTAINER	1,000	2			
SOUP BOWL 10/12oz	500	16			
12x10 1 PLY DISP NAPS FASTFOLD	6,000	53			
33/1 PLY NAPKINS WHITE	5,000	76			
33/2 PLY NAPKINS WHITE	2,000	48.1			
NO:6 DOYLIES 6.5"	2,000	0.26			
NO:7 DOYLIES 7.5"	2,000	0.25			
NO:8 DOYLIES 8.5"	2,000	2.16			
NO:10 DOYLIES 10.5"	2,000	0.39			
NO:1 LACEY T/P BENDERS 12.5 x 9.5	2,000	0.7			
NO:5 LACEY T/P BENDERS 17.5 x 14	1,000	1.1			
NO:2 LACEY T/PAPERS 14.5 x 10.25	1,000	0.75			
NO:3 LACEY T/PAPERS 16.5 x 11.5	1,000	0.5			
NO:4 LACEY T/PAPERS 18.5 x 12.5	1,000	0.25			
DERRY T/C 90 x 90 WHITE	250	0.1			
DERRY T/C 90 x 90 RED	250	1.1			
DERRY T/C 90 x 90 PEACH	250	0.1			
DERRY B/ROLL WHITE 100m	1	18			
DUNISILK T/C 90x90 COLOURED	100	1			
7oz FLO V/CUP TALL FF5585	2,000	7			
7oz FLO V/CUP SQUAT FF5570	2,000	20			
7oz NUPIK PP WHITE CUP NPK200BB	2,000	104			

Commercially Sensitive

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
7oz NUPIK PP CLEAR CUP NPK200TB	2,000	47			
P9C TUMBLER PET 9oz SQUAT	1,000	1			
PDL 20 NL 9oz DOMED LID NO HOLE	1,000	1			
5 3/4" WLB PAPER PLATE	1,000	392			
7" WLB PAPER PLATE	1,000	3			
8 3/4" WLB PAPER PLATE	1,000	7			
C1 TRAY 7 x 4 x 1	1,000	2			
NO:2 TRAY EPS 5.25 x 7 x 1.5	1,000	1			
CHIPPY TRAY 6 x 5 x 1 x 1000	1,000	15.5			
TP2 7" EPS TRIM PLATE	600	1			
TP3 9" EPS TRIM PLATE	600	2			
PLASTIC FORK	1,000	173			
PLASTIC DESSERT SPOON	1,000	9			
DELUXE TEASPOON	2,000	43			
COFFEE SPOON	2,000	2			
PLASTIC TEA STIRRER x 5000 110M	5,000	2			
SPORK / SPOON FORK	1,000	2			
PLASTIC ICE CREAM SPADE	2,000	1			
WHITE SUGAR SACHETS 3.5g	1,000	6			
BROWN SAUCE SACHETS 12g	200	1			
TOMATO SAUCE SACHETS 12g	200	15			
SALAD CREAM SACHETS 10g	200	2			
VINEGAR SACHETS 5ml	200	2			
MAYONNAISE SACHETS 10g	200	1			
12" x 1000' C/F C/BOX POLYMERIC	1	104			
18"x1000' C/F C/BOX POLYMERIC	1	262			
30cm x 300mtr CLINGFILM REFILL	3	4			
12" x 90mtr FOIL	1	4			
18" x 90mtr FOIL	1	86			
12" x 50mtr PARCHMENT PAPER	1	1			
18" x 50mtr PARCHMENT PAPER	1	35			
MP1 B/BOX 4.75x4.75x2 7/8 CREAM	500	2			

Commercially Sensitive

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
MP2 B/BOX 7x5x2 7/8 CREAM	500	1			
HP10 OVAL POTATO BOX GOLD	500	7			
HP2 CHAMP BOX 7.25x5.75x2 7/8	500	1			
HP3 CHAMP BOX 9.25x5.75x2 7/8	500	3			
WHITE SULPHITE BAG 6x4 UNSTRUNG	1,000	3			
WHITE SULPHITE BAG 10x10 UNSTRU	1,000	1			
WHITE SULPHITE BAG 4x6x14	1,000	1			
FILM FRONT BAG 4x6	1,000	1			
COMPOSITE BAG 6x6	1,000	171			
COMPOSITE BAG 7x7	1,000	29			
COMPOSITE BAG 8.5x8.5	1,000	59			
COMPOSITE BAG 10x10	1,000	125			
COMPOSITE BAGUETTE BAG 4x6x14	1,000	136			
SNAPPY HEAT SEALER 10" SPARES K	1	5			
150x200mm P/PROP BAG WKTD	2,000	5			
150x250mm P/PROP BAG WKTD	2,000	16			
150x350mm P/PROP BAG WKTD	2,000	18			
POLY BAG 6x8 100g	1,000	1			
POLY BAG 10x12 100g	1,000	1			
KRAFT BROWN C/BAG SML x 250	250	31			
KRAFT BROWN C/BAG MED x 250	250	1			
KRAFT WHITE C/BAG SML x 250	250	78			
KRAFT WHITE C/BAG MED x 250	250	4			
GREASEPROOF PAPER 450x700mm	1	6			
PATND B/WRAP 10x13 ORANGE	1,000	14			
PATND B/WRAP 10x13 RED	1,000	14			
PATND B/WRAP 10x13 YELLOW	1,000	12			
PATND B/WRAP 10x13 BLUE	1,000	31			
PATND B/WRAP 10x13 GREEN	1,000	8			
THERMAWRAP BAG WHITE 6x6	2,500	0.3			
THERMAWRAP BAG WHITE 7x7	2,500	0.9			
THERMAWRAP BAG WHITE 8.5x8.5	1,250	0.4			

Commercially Sensitive

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
8/9oz PAPER CUP HOT MILAN DOUBL	500	5			
8/9/10oz DOME TRAVEL LID 8HB	1,000	2			
8oz PAPER CUP HOT BEAN	1,000	2			
12oz MLK + PAPER CUP	2,000	4			
12oz PAPER CUP HOT MILAN DOUBLE	500	1			
12oz PAPER CUP THE WHITE STUFF	2,000	2			
POLA 9/12oz S/S LID FSL-80	2,000	1			
L37PB LID FOR 9/12oz PAPER CUP	2,000	4			
12oz PAPER CUP HOT BEAN	1,000	1			
12/16oz LID DOME WHITE 16HBR/A3	1,000	1			
FLEXI STRAW STRIPED	10,000	0.82			
FLEXI STRAW CLEAR	10,000	0.13			
FLEXI STRAW BLACK	250	26			
FLEXI STRAW WRAPPED	10,000	0.02			
JUMBO WRAPPED STRAWS	500	4			
SPOON STRAW CLEAR	10,000	0.95			
SPOON STRAW BLACK	10,000	0.86			
PORTION POT TRAN 4oz	2,500	2			
PORTION POT CLEAR 4oz	2,500	4			
COUNTRY DALE LIQUID 14ml	480	2.25			
UHT WHITENER PORTIONS 14ml	100	4			
C4 4oz EPS CUP	1,000	3			
C7 7oz EPS CUP	1,000	24			
4/7L VENTED LID FOR C7/4FC	1,000	8			
C8 8oz EPS CUP	1,000	2			
C10 10oz EPS CUP	1,000	4			
10L LID VENTED	1,000	1			
C20 20oz EPS CUP	500	27			
20LXE 20oz EPS CUP IMPULSE	500	2			
32RL LID	500	1			
8/12/16 LID FOR 8oz/12oz/16oz F	500	5			
12FC 12oz FOOD CONTAINER	500	4			

Commercially Sensitive

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
12FCS 12oz SQUAT FOOD CONTAINER	500	23			
16FC 16oz FOOD CONTAINER	500	1			
4FC 4oz FOOD CONTAINER	1,000	24			
DART 12SJ32 12oz FOOD CONTAINER	500	1			
FD15 EPS CONTAINER 2x5.5x4.5	500	4			
FDL15 LID DOME EPS FOR FD15	500	8			
18x28x39 BLACK SACKS 150g E6BC	200	121			
22x37x47 CRS BLACK SACKS 200g F	200	2			
20x33x47 ORWAK BLACK SACKS 360g	100	1			
30x40x43 330g TONY TEAM 1800 F5	100	9			
1 PLY GREEN C/FOLD H/TOWELS	3,600	1			
1 PLY HAND TOWELS BLU I/FOLD J95125	3,600	6			
1 PLY C/F BLUE 300m	6	1			
KEY PREM T/ROLL 2 PLY 320 SHEET	36	3			
10" 2 PLY HOSPITAL ROLLS BLUE	24	2			
GONDOLA BROWN PIZZA BOXES 12"	100	3			
CRITTER CARTON MIXED	250	1			
TS2 TORTILLA SLEEVE KRAFT	1,000	2			
PB3 LABELS FOR PB3 LABEL GUN	20,000	0.12			
FOLD OVER SANDWICH WEDGE	1,000	110			
FOLD OVER S/WEDGE DEEP FILL ZZ0	500	43			
SAPPHIRE C86-120FS 4oz CONTAINER	1,000	30			
SAPPHIRE LC86 CLEAR LID FOR C86	1,000	7			
SAPPHIRE C80-200SD SUNDAE DISH	1,000	1			
SAPPHIRE L80SD LID FOR C80-200S	1,000	1			
SAPPHIRE C97-180FS 6oz CONTAINER	1,000	3			
SL0800 TWISTY BOWL 250cc	400	12			
SL0850 TWISTY BOWL 375cc	400	1			
5002 SAL/CONT OPS CLR PLN LID 2	1,000	17			
5003 SAL/CONT OPS CLR PLN LID 3	800	8			
5004 SAL/CONT OPS CLR PLN LID 5	800	21			
5012 CONT OPS CLR SPOONFORK 250	1,000	2			

Commercially Sensitive

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
5014 CONT OPS CLR SPOONFORK 500	800	3			
FRESCO SALAD BOWL 250cc SL1150	600	1			
FRESCO SALAD BOWL 500cc SL1250	400	2			
A2 TRIFLE CONTAINER 3x3x1.25	1,000	16			
EW500 MUFFIN CASES 2x1.5	10,000	1.17			
DISP SAVOY BAGS BLUE 11x21 ROLL	100	1			
PROBE WIPE 7x10cm 70WP W65231	12	3			
ENVIROWIPE PLUS BLU 36x51cm (LA	150	0.17			
ENVIROWIPE PLUS GRN 36x51cm (LA	150	0.17			
RUBBER GLOVES M/W MED YLW 7-7.5	12	36			
RUBBER GLOVES M/W SML YLW 6-6.5	12	1			
RUBBER GLOVES M/W LGE YLW 9-9.5	12	3			
GAUNTLET GLOVES BLK 17"	1	2			
VINYL GLOVES MED OPAQUE WHITE P	100	9			
VINYL GLOVES LGE OPAQUE WHITE P	100	1			
LATEX GLOVES MED CLR PWD FREE	100	2			
LATEX GLOVES LGE CLR PWD FREE	100	6			
PAL WEAR POLY GLOVES LARGE	100	3			
BLUE PLASTERS ASSORTED ECONOMY	100	1			
S/STEEL TABLE FORK 999	12	12			
S/STEEL DESSERT SPOON 999	12	12			
S/STEEL DESSERT FORK 999	12	16			
C41 BACTI HAND DISHWASH DET 5LT	2	5			
C4 CONCENTRATED HAND DISHWASH D	2	4.5			
F95 LEMON GEL FLOOR CLEANER 5LT	2	1			
GREEN SCOURING PADS S11	10	18			
TEA TOWELS	10	13			
STAINLESS STEEL SCOURERS LGE 60	10	1			
SYR 17" FREEDOM MIDI MOPHEAD BL	1	12			
SYR 17" FREEDOM MIDI MOPHEAD GR	1	1			
SYR 17" FREEDOM MIDI MOPHEAD RE	1	3			
INTERCHANGE FREEDOM HNDL ALU RE	1	1			

Commercially Sensitive

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
INTERCHANGE FREEDOM HNDL ALU BL	1	2			
PLASTIC BUCKET 2 GALLONS	1	2			
C39 OVEN CLEANER 750ML	6	1			
SWAN 10" TREE SWIRL CRACKER	100	40			
SWAN HOLLY SWIRL 33/1 PLY NAPKIN	2,000	0.5			
SWAN HOLLY SWIRL 33/2 PLY NAPKIN	2,000	0.1			
11" HOLLY SWIRL CRACKER G CONTE	100	5			
FESTIVAL SQUARE 8oz DBL WLD HOT	650	1			
ICE JUNKIE 16oz PAPER CUPS *DAR	1,000	1			
SWANSILK T/C 120 x 120 DEVON CREAM	50	1			
DUCKS BACK T/C 120 x 120 LEMON CREAM	50	2			
DUNISILK T/C 120 x 120 BUTTERMILK	50	1			
33/2 PLY DEVON CREAM	2,000	0.85			
33/2 PLY RED	2,000	0.3			
33/2 PLY ROYAL BLUE	2,000	1			
33/2 PLY HOLLY / MNT PINE GREEN	2,000	1.1			
33/2 PLY NAVY BLUE/INDIGO	2,000	1.3			
41/2 PLY DEVON CREAM	2,000	0.13			
41/2 PLY PST PINK / CANDY PINK	2,000	0.13			
41/2 PLY RED	2,000	0.38			
33/1 PLY NAPKINS WHITE	5,000	38			
NO:10 DOYLIES 10.5"	2,000	2.75			
NO:3 LACEY T/P BENDERS 16.5 x 11	2,000	0.4			
NO:2 LACEY T/PAPERS 14.5 x 10.25	1,000	1			
NO:3 LACEY T/PAPERS 16.5 x 11.5	1,000	7.5			
DERRY T/C 90 x 90 WHITE	250	4			
7oz FLO V/CUP SQUAT FF5570	2,000	30			
8 3/4" WLB PAPER PLATE	1,000	21			
PLASTIC KNIFE	1,000	1			
DELUXE TEASPOON	2,000	20			
PLASTIC TEA STIRRER x 5000 110M	5,000	2			

Commercially Sensitive

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
PREMIER WHITE KNIFE	1,000	16			
PREMIER WHITE FORK	1,000	14			
PREMIER CHAMPAGNE FORK	1,000	1			
PREMIER CLEAR KNIFE	1,000	1			
CLEAR ALPHA SUPER DELUXE KNIFE	1,000	1			
45cm x 300mtr CLINGFILM REFILL	3	19			
18" x 90mtr FOIL	1	14			
12" x 50mtr PARCHMENT PAPER	1	4			
18" x 50mtr PARCHMENT PAPER	1	35			
HP3 CHAMP BOX 9.25x5.75x2 7/8	500	25			
COMPOSITE BAG 10x10	1,000	49			
SNAPPY HEAT SEALER 10" SPARES K	1	1			
150x350mm P/PROP BAG WKTD	2,000	1			
KRAFT BROWN C/BAG MED x 250	250	1			
KRAFT WHITE C/BAG MED x 250	250	7			
8/9oz PAPER CUP HOT MILAN DOUBL	500	2			
8/9/10oz DOME TRAVEL LID 8HB	1,000	9			
8oz PAPER CUP HOT BEAN	1,000	32			
WOODEN COCKTAIL STICKS	1,000	1			
BUFFET SKEWERS	1,000	1			
18 x 28 x 39 BLACK SACKS 150g E6BC	200	1			
1 PLY GREEN C/FOLD H/TOWELS	3,600	8			
1 PLY H/TWLS WHT C/FOLD HT8325/	3,000	1			
FOLD OVER SANDWICH WEDGE	1,000	3			
SL0001 MINI HINGED BOX 115 x 90 x 3	420	7			
SB45 SALAD BOX 160 x 115 x 45 SL010	500	6			
5003 SAL/CONT OPS CLR PLN LID 3	800	1			
DISP SAVOY BAGS BLUE 11 x 21 ROLL	100	1			
VINYL GLOVES MED BLU PWD FREE	100	2			
VINYL GLOVES LGE BLU PWD FREE	100	47			
SWANSILK T/C 90 x 90 RED	100	2			
SWANSILK T/C 90 x 90 BURGUNDY	100	6			

Commercially Sensitive

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
DUNICEL T/C 125 x 125 BORDEAUX	50	1			
33/2 PLY DEVON CREAM	2,000	5			
33/2 PLY RED	2,000	1			
33/2 PLY BURGUNDY / BORDEAUX	2,000	5			
33/2 PLY HOLLY / MNT PINE GREEN	2,000	1			

3. Lot 2 – Light Kitchen Equipment

The items shown below are indicative of our recent requirements, but our requirements for the future may change. If a manufacturer is shown, tenderers may suggest alternative suppliers in their response and this should be indicated.

Please complete the details below with your proposed items; additional information may be included but you should not refer to an attached price list. Prices should exclude VAT.

Item Description	Indicative Item Usage	Comparable Item	Size	Cost
23cm White Narrow Rimmed Polycarbonate Plate	1,000			
17cm White Narrow Rimmed Polycarbonate Bowl	1,000			
22cl (8oz) Blue Fluted Polycarbonate Tumbler	2,000			
1.1 Litre Blue Polycarbonate Jug	200			
Lid for 1.1 Litre Blue Polycarbonate Jug	200			
Britannia Dessert Fork	2,000			
Britannia Dessert Knife	2,000			
Britannia Dessert Spoon	2,000			
Muffin Tin 12 Cup	30			
Pizza Tray	20			
Small Salad Crock Black 85(h) x 165(w) x 135(d)mm	20			
Medium Salad Crock Black 85(h) x 260(w) x 175(d)mm	20			
450 x 300 x 12mm Thick White Chopping Board	50			
451 x 300 x 12mm Thick Blue Chopping Board	50			
452 x 300 x 12mm Thick Green Chopping Board	50			
453 x 300 x 12mm Thick Red Chopping Board	50			
Chopping Board Tray	10			

Item Description	Indicative Item Usage	Comparable Item	Size	Cost
"Bonzer" Can Opener	20			
10 Litre Food Storage Box	20			
3 Litre Food Storage Box	30			
Cutlery Box	50			
Rolling Pin	40			
Stainless Steel Ladle	50			
Stainless Steel Balloon Whisk	12			
Stainless Steel Hamburger Tongs	20			
Piping Bag	100			
Pastry Brush	50			
Stainless Steel Cooks Spoon	40			
Stainless Steel Flan Server	10			
Kitchen Scissors	40			
Digital Probe Thermometer	50			
Weylux Queen Scales	10			
Weights for Scales	10			
Bakewell Pan, 36 x 25 cm	5			
Bakewell Pan, 41 x 30 cm	5			
Baking Dish, 36 x 25 cm	5			
Baking Dish, 41 x 30 cm	5			
Baking Dish, 46 x 36 cm	5			
Baking Sheet, 36 x 25 cm	5			
Baking Sheet, 41 x 30 cm	5			
Baking Sheet, 46 x 36 cm	5			
Bowl, round, 10 cm (4")	5			
Britannia, Tea Spoon	5			
G/Base Boiling Pot and Lid, 20 cm, 4.0 litre	5			

Item Description	Indicative Item Usage	Comparable Item	Size	Cost
G/Base Boiling Pot and Lid, 23 cm, 5.4 litre	5			
G/Base Boiling Pot and Lid, 25 cm, 6.8 litre	5			
G/Base Boiling Pot and Lid, 28 cm, 10.2 litre	5			
G/Base Boiling Pot and Lid, 30 cm, 13.6 litre	5			
G/Base Saucepan & Lid, 16 cm, 1.7 litre	5			
G/Base Saucepan & Lid, 18cm, 2.8 litre	5			
G/Base Saucepan & Lid, 20cm, 4.0 litre	5			
Gastronorm Lid, 1/1 size	10			
Gastronorm Lid, 1/2 size	10			
Gastronorm Lid, 1/3 size	10			
Gastronorm, stainless steel, 1/1 x 100 mm	10			
Gastronorm, stainless steel, 1/1 x 150 mm	10			
Gastronorm, stainless steel, 1/1 x 20 mm	10			
Gastronorm, stainless steel, 1/1 x 40 mm	10			
Gastronorm, stainless steel, 1/1 x 65 mm	10			
Gastronorm, stainless steel, 1/2 x 100 mm	10			
Gastronorm, stainless steel, 1/2 x 150 mm	10			
Gastronorm, stainless steel, 1/2 x 40 mm	10			
Gastronorm, stainless steel, 1/2 x 65 mm	10			
Gastronorm, stainless steel, 1/3 x 100 mm	10			
Gastronorm, stainless steel, 1/3 x 150 mm	10			
Gastronorm, stainless steel, 1/3 x 65 mm	10			
Ground Base Frying Pan, 20/25 cm	5			
Ground Base Frying Pan, 36 cm top	5			
Ground Base Milk Pan, 1.1 litre	5			
Pie Dish, 30 x 25 cm	10			
Pie Dish, 41 x 30 cm	10			

Item Description	Indicative Item Usage	Comparable Item	Size	Cost
Small Rinsing Basket	10			
Rinsing Basket, 12 plate	12			
Rinsing Basket, large	12			
Rinsing Basket, meal tray	12			
Round Pebbled Bowl, 20 cm, clear	12			
Round Pebbled Bowl, 25 cm, clear	12			
Round Ribbed Bowl, 25 cm, black	12			
Round Ribbed Bowl, 30 cm, black	12			
Sundae Dish, footed, round	12			
Tumbler, 15 cl (5 oz)	12			
23cm Narrow Rimmed Polycarbonate Plate - Grey Green Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Emerald Green Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Racing Green Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Black Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Summer Blue Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Med Blue Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Royal Blue Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Honey Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Yellow Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Red Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Purple Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Spanish Tile Rim	200			
KETTLE/AIRPOT WHT 2.2LTR EPKB-2	1			
KETTLE/AIRPOT WHT 3.8LTR EPKB-3	1			
AIRPOT S/STEEL 2.5LTR AALB-25S	1			
AIRPOT S/STEEL 3.0LTR VRKE-3000	1			
VACUUM BEV JUG S/S 1.2LTR SFN-1	1			

4.	Delivery
4.1	<p>Please provide a method statement of how ordering and delivery would be undertaken if you were successful in being awarded this contract. Include timescales around orders and deliveries.</p> <p>KEY CATERING WOULD COLLECT ORDERS VIA TELESales, E-MAIL OR TELEPHONE. THEY WOULD BE PROCESSED FOR 48 HOUR DELIVERY.</p>
4.2	<p>Please confirm the type and size of vehicles to be used in fulfilling deliveries (please note the rural nature of many of our schools).</p> <p>KEY CATERING OPERATES ITS OWN FLEET OF 68 VEHICLES. KEY CATERING WOULD USE 38CWT VEHICLES TO DELIVER SHROPSHIRE SCHOOL ORDERS. LARGER ORDERS WOULD BE DELIVERED ON 7.5 TON VEHICLES OR 40 FT TRAILER.</p>

5.	Payment
5.1	<p>The Council is increasingly using P-Cards to make low value purchases (i.e. less than £200). These work the same as credit cards.</p> <p>Do you accept payment by Mastercard and Visa?</p> <p>YES</p>

5.2	<p>Please detail any electronic payment facilities that you can offer (e.g. consolidated invoicing etc).</p> <p>KEY CATERING ARE ABLE TO PRODUCE CONSOLIDATED INVOICES OR TRADE VIA E.D.I.</p>
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Tender Specification and Response Document

RMC 130 – Supply of Kitchen Disposables and Light Equipment

Name of TENDERING
ORGANISATION
(please insert)

W.V. Howe Limited

Shropshire Council Tender Response Document

Contract Description:

The supply and delivery of kitchen disposables and light equipment to Shropshire Council schools and other catering establishments.

The contract is divided into two lots (Lot 1 – disposables; Lot 2 – light equipment); tenderers may apply for one or both lots. The contract will be for 2 years from 1st May 2011, with the option to extend for a further two years to 30 April 2015.

Instructions for the completion of this document

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

Contents

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13
E	Health & Safety and Equal Opportunities	14
F	Contract Experience and References	20
G	Accreditations and Skills Level	22
H	Tender Schedule	23

Award Criteria

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

Selection Criteria - Pass/Fail Questions

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

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

Award Criteria - Weighted Marked Questions

Questions within these sections will be scored using the following weightings. Each answer from the questions identified below will be given a mark between 0 and 7 with the following meanings:

- 0 - No response given
- 1 - Very poor response given
- 2 - Poor response given
- 3 - Poor/average response given
- 4 - Average response given
- 5 - Good response given
- 6 - Very good response given
- 7 - Excellent response given

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

Lot 1 – Kitchen Disposables

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 60% (420 marks)		
Section H / Q1& 2	Lot 1 – Kitchen Disposables	60% / 420 max marks
Total for price		60% / 420 max marks
Quality 40% (280 marks)		
Section F	Contract Experience and References	5% / 35 max marks
Section H / Q2	Lot 1 - Quality & Range offered	20% / 140 max marks
Section H / Q 4	Delivery	10% / 70 max marks
Section H / Q 5	Payment	5% / 35 max marks
Total for quality		40% / 280 max marks

Lot 2 – Light Equipment

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 60% (420 marks)		
Section H / Q1 & 2	Lot 2 – Light Equipment	60% / 420 max marks
Total for price		60% / 420 max marks
Quality 40% (280 marks)		
Section F	Contract Experience and References	5% / 35 max marks
Section H / Q 3	Lot 2 - Quality & Range offered	20% / 140 max marks
Section H / Q 4	Delivery	10% / 70 max marks
Section H / Q 5	Payment	5% / 35 max marks
Total for quality		40% / 280 max marks

Section A:

1. Form of Tender

Form of Tender

Shropshire Council

Tender for the supply of kitchen disposables and light equipment

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

Signed

Name [REDACTED]

Date 22nd March 2011

Designation Sales Director

Company W.V. Howe Limited

Address 65 Melchett Road

Kings Norton Business Centre

Birmingham

Post Code B30 3HP

Tel No [REDACTED]

Fax No 0121 459 3121

E-mail address

Web address www.wvhowe.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 Managing Director

Signed (2) Status Sales Director

(For and on behalf of W.V. Howe Limited)

Date 22nd March 2011

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1) Status Managing Director

Signed (2) Status Sales Director

(For and on behalf of W.V. Howe Limited)

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

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

No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1)	Status Managing Director
Signed (2)	Status Sales Director
(For and on behalf of W.V. Howe Limited)		

Date 22nd March 2011

Section B: Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: W.V. Howe Limited Address: 65 Melchett Road Kings Norton Business Centre Birmingham Postcode: B30 3HP [REDACTED] Email: sales@wvhowe.co.uk	
1.2	Registered name (if different from above): Registered Office Address: As above Postcode: Company registration number: 507835	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Sales Director Correspondence Address: 65 Melchett Road Kings Norton Business Centre Birmingham Postcode: B30 3HP Tel: [REDACTED] Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>

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

2.	Company History/Background	
2.1	Date Company established: 1952	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	How many years has your company been providing kitchen disposables and light equipment?	59 years
2.5	Total number of employees:	14
2.6	Total number of employees engaged solely in the provision of kitchen disposables and light equipment?	14

Section C: **Financial & Insurance Information**

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

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

Section D:
Outstanding Claims and Contract Terminations

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

2. Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination. Not applicable
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract. Not applicable

Section E: Health & Safety and Equal Opportunities

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

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <p>Fire Risk Assessment Workplace Risk Assessment Delivery Driver's Risk Assessment</p>	
1.8	Do you have a health and safety training programme for employees?	
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>Employees are given general guidance on health & safety on a regular basis and are supplied with the company's health & safety policy</p>	
1.10	<p>Does your company monitor:</p> <ul style="list-style-type: none"> (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance 	
1.11	<p>Does your company have a recognised health & safety management system?</p> <p>Please give details below:</p>	

1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years:-</p> <table border="1" data-bbox="432 255 1015 456"> <thead> <tr> <th colspan="2" data-bbox="823 255 1015 293" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 293 823 371">No. of accidents reported under RIDDOR last year</td> <td data-bbox="823 293 1015 371"></td> </tr> <tr> <td data-bbox="432 371 823 456">No. of accidents reported under RIDDOR this year</td> <td data-bbox="823 371 1015 456"></td> </tr> </tbody> </table>	Total		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year	
Total							
No. of accidents reported under RIDDOR last year							
No. of accidents reported under RIDDOR this year							
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>Any issues are discussed at quarterly company meetings. Our employees are also encouraged to speak with their manager over any health & safety issues pertaining to their job or to the company in general</p>						
1.14	<p>Will you be using any sub contractors as part of this contract?</p>						
1.15	<p>If YES to 1.14 please give details of who your sub contractors are.</p>						
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p>						
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>						

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

	<ul style="list-style-type: none"> - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p>	
	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or</p>	

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

Section F: Contract Experience and References

1. Contract Experience and References					
1.1 Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.					
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1			██████████ per annum approx.	Supply of Light Catering Equipment	01/12/2008 to 30/11/2010 (extended)
2			██████████ Per annum approx.	Supply of Light Catering Equipment	10/05/2010 to 10/05/2013
3			██████████ Per annum approx.	Supply of Light Catering Equipment	01//01/2007 to 31/12/2010 (extended)
4)		██████████ per annum approx.	Supply of Light Catering Equipment	
5			██████████ approx	Supply of Light Catering Equipment	01/10/2009 to 30/09/2013
6			██████████ approx.	Supply of Light Catering Equipment	01/07/2010 to 30/06/2012

Commercially Sensitive Information

7			<div style="background-color: black; width: 50px; height: 15px; margin-bottom: 5px;"></div> per annum approx	Supply of Light Catering Equipment	01/11/2010 to 31/10/2013
8					
9					
10					

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply.</p> <p>W.V. Howe Limited was originally started as a hardware shop in Bordesley Green, Birmingham in 1945. Since then through a series of changes we have become a major supplier of light catering equipment into the Public Sector. For over twenty years now we have been supplying light catering equipment to most Local Authorities in England and Wales, and we are well versed in supplying to schools and other Council establishments that are not able to receive deliveries outside of specific times. During the last five years there have been numerous changes made to the structure of the company which have resulted in a significant improvement to its overall performance. We now have a vast knowledge and understanding of the school meals system we believe that we are best suited to supply this Contract. We hold many Local Authority Contracts to supply Light Catering Equipment including:</p> <p style="text-align: right;">, and supply most</p> <p>Authorities in England and Wales to some degree. In addition we also hold supply contracts with</p> <p style="text-align: right;">. many of which are for supply into school meals. We have never had a contract cancelled by a customer for any reason and have never cancelled a contract ourselves. We use our own vehicles and drivers wherever possible and have done so for over twenty years so our staff are well versed with delivering to schools which, we believe, can be an issue with some other suppliers who only use carriers. Indeed our speciality is supplying into school meals. We have made this our number one area with our catalogue and website being heavily weighted with products aimed specifically at that market such as the section in the catalogue entitled 'Plastic Tableware'. We don't believe that there is any other supplier's catalogue with a whole section dedicated to this. We pride ourselves on our knowledge of supplying into schools much of which has been gained from our customers. We believe that you never stop learning and that the best way to learn and develop is by developing close working relationships with our customers. Our sales staff have not changed in the last eleven years which gives us good continuity and enables our customers to be sure that the person(s) they are dealing with today will remain unchanged meaning that our customer service levels remain constant and giving the customer reassurance that they will be well looked after. As already stated our main point of business is supplying into school meals and we are very familiar with the general buying patterns that this creates and increase our stock at specific times of the year to cope with this. We moved to our current state of the art premises in October of 2009 as we felt it was necessary to have a much larger warehouse so as to enable us to substantially increase our stockholding to improve our already short delivery times. We also have very good relationships with our key suppliers and are usually able to cope with the unexpected high demand that occurs from time to time. In most cases we can get our suppliers to deliver direct on our behalf to save delivery time.</p>

Section G: **Accreditations and Skills Level**

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO
1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates.			
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved
	IMS International	[REDACTED]	BS EN ISO 9001:2008	5/12/2006
	IMS International	[REDACTED]	BS EN ISO 14001:2004	12/06/2010
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES

Section H:

Tender Schedule

1.	Pricing Schedule
1.1	Please detail any delivery cost and minimum order value:-
1.2	Please detail the price firm period:-
1.3	How do you propose to negotiate price changes after the price firm period has expired:-

2.	Lot 1 – Kitchen Disposables
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The items shown below are indicative of our recent requirements, but our requirements for the future may change. If a manufacturer is shown, tenderers may suggest alternative suppliers in their response and this should be indicated.

Please complete the details below with your proposed items; additional information may be included but you should not refer to an attached price list. Prices should exclude VAT.

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
4L LID FOR C4 CUP	1,000	1			
32FCL LID FOR 32FC	500	6			
4FC 4oz FOOD CONTAINER	1,000	2			
SOUP BOWL 10/12oz	500	16			
12x10 1 PLY DISP NAPS FASTFOLD	6,000	53			
33/1 PLY NAPKINS WHITE	5,000	76			
33/2 PLY NAPKINS WHITE	2,000	48.1			
NO:6 DOYLIES 6.5"	2,000	0.26			
NO:7 DOYLIES 7.5"	2,000	0.25			
NO:8 DOYLIES 8.5"	2,000	2.16			
NO:10 DOYLIES 10.5"	2,000	0.39			
NO:1 LACEY T/P BENDERS 12.5 x 9.5	2,000	0.7			
NO:5 LACEY T/P BENDERS 17.5 x 14	1,000	1.1			
NO:2 LACEY T/PAPERS 14.5 x 10.25	1,000	0.75			
NO:3 LACEY T/PAPERS 16.5 x 11.5	1,000	0.5			
NO:4 LACEY T/PAPERS 18.5 x 12.5	1,000	0.25			
DERRY T/C 90 x 90 WHITE	250	0.1			
DERRY T/C 90 x 90 RED	250	1.1			
DERRY T/C 90 x 90 PEACH	250	0.1			
DERRY B/ROLL WHITE 100m	1	18			
DUNISILK T/C 90x90 COLOURED	100	1			
7oz FLO V/CUP TALL FF5585	2,000	7			
7oz FLO V/CUP SQUAT FF5570	2,000	20			
7oz NUPIK PP WHITE CUP NPK200BB	2,000	104			

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
7oz NUPIK PP CLEAR CUP NPK200TB	2,000	47			
P9C TUMBLER PET 9oz SQUAT	1,000	1			
PDL 20 NL 9oz DOMED LID NO HOLE	1,000	1			
5 3/4" WLB PAPER PLATE	1,000	392			
7" WLB PAPER PLATE	1,000	3			
8 3/4" WLB PAPER PLATE	1,000	7			
C1 TRAY 7 x 4 x 1	1,000	2			
NO:2 TRAY EPS 5.25 x 7 x 1.5	1,000	1			
CHIPPY TRAY 6 x 5 x 1 x 1000	1,000	15.5			
TP2 7" EPS TRIM PLATE	600	1			
TP3 9" EPS TRIM PLATE	600	2			
PLASTIC FORK	1,000	173			
PLASTIC DESSERT SPOON	1,000	9			
DELUXE TEASPOON	2,000	43			
COFFEE SPOON	2,000	2			
PLASTIC TEA STIRRER x 5000 110M	5,000	2			
SPORK / SPOON FORK	1,000	2			
PLASTIC ICE CREAM SPADE	2,000	1			
WHITE SUGAR SACHETS 3.5g	1,000	6			
BROWN SAUCE SACHETS 12g	200	1			
TOMATO SAUCE SACHETS 12g	200	15			
SALAD CREAM SACHETS 10g	200	2			
VINEGAR SACHETS 5ml	200	2			
MAYONNAISE SACHETS 10g	200	1			
12" x 1000' C/F C/BOX POLYMERIC	1	104			
18"x1000' C/F C/BOX POLYMERIC	1	262			
30cm x 300mtr CLINGFILM REFILL	3	4			
12" x 90mtr FOIL	1	4			
18" x 90mtr FOIL	1	86			
12" x 50mtr PARCHMENT PAPER	1	1			
18" x 50mtr PARCHMENT PAPER	1	35			
MP1 B/BOX 4.75x4.75x2 7/8 CREAM	500	2			

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
MP2 B/BOX 7x5x2 7/8 CREAM	500	1			
HP10 OVAL POTATO BOX GOLD	500	7			
HP2 CHAMP BOX 7.25x5.75x2 7/8	500	1			
HP3 CHAMP BOX 9.25x5.75x2 7/8	500	3			
WHITE SULPHITE BAG 6x4 UNSTRUNG	1,000	3			
WHITE SULPHITE BAG 10x10 UNSTRU	1,000	1			
WHITE SULPHITE BAG 4x6x14	1,000	1			
FILM FRONT BAG 4x6	1,000	1			
COMPOSITE BAG 6x6	1,000	171			
COMPOSITE BAG 7x7	1,000	29			
COMPOSITE BAG 8.5x8.5	1,000	59			
COMPOSITE BAG 10x10	1,000	125			
COMPOSITE BAGUETTE BAG 4x6x14	1,000	136			
SNAPPY HEAT SEALER 10" SPARES K	1	5			
150x200mm P/PROP BAG WKTD	2,000	5			
150x250mm P/PROP BAG WKTD	2,000	16			
150x350mm P/PROP BAG WKTD	2,000	18			
POLY BAG 6x8 100g	1,000	1			
POLY BAG 10x12 100g	1,000	1			
KRAFT BROWN C/BAG SML x 250	250	31			
KRAFT BROWN C/BAG MED x 250	250	1			
KRAFT WHITE C/BAG SML x 250	250	78			
KRAFT WHITE C/BAG MED x 250	250	4			
GREASEPROOF PAPER 450x700mm	1	6			
PATND B/WRAP 10x13 ORANGE	1,000	14			
PATND B/WRAP 10x13 RED	1,000	14			
PATND B/WRAP 10x13 YELLOW	1,000	12			
PATND B/WRAP 10x13 BLUE	1,000	31			
PATND B/WRAP 10x13 GREEN	1,000	8			
THERMAWRAP BAG WHITE 6x6	2,500	0.3			
THERMAWRAP BAG WHITE 7x7	2,500	0.9			
THERMAWRAP BAG WHITE 8.5x8.5	1,250	0.4			

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
8/9oz PAPER CUP HOT MILAN DOUBL	500	5			
8/9/10oz DOME TRAVEL LID 8HB	1,000	2			
8oz PAPER CUP HOT BEAN	1,000	2			
12oz MLK + PAPER CUP	2,000	4			
12oz PAPER CUP HOT MILAN DOUBLE	500	1			
12oz PAPER CUP THE WHITE STUFF	2,000	2			
POLA 9/12oz S/S LID FSL-80	2,000	1			
L37PB LID FOR 9/12oz PAPER CUP	2,000	4			
12oz PAPER CUP HOT BEAN	1,000	1			
12/16oz LID DOME WHITE 16HBR/A3	1,000	1			
FLEXI STRAW STRIPED	10,000	0.82			
FLEXI STRAW CLEAR	10,000	0.13			
FLEXI STRAW BLACK	250	26			
FLEXI STRAW WRAPPED	10,000	0.02			
JUMBO WRAPPED STRAWS	500	4			
SPOON STRAW CLEAR	10,000	0.95			
SPOON STRAW BLACK	10,000	0.86			
PORTION POT TRAN 4oz	2,500	2			
PORTION POT CLEAR 4oz	2,500	4			
COUNTRY DALE LIQUID 14ml	480	2.25			
UHT WHITENER PORTIONS 14ml	100	4			
C4 4oz EPS CUP	1,000	3			
C7 7oz EPS CUP	1,000	24			
4/7L VENTED LID FOR C7/4FC	1,000	8			
C8 8oz EPS CUP	1,000	2			
C10 10oz EPS CUP	1,000	4			
10L LID VENTED	1,000	1			
C20 20oz EPS CUP	500	27			
20LXE 20oz EPS CUP IMPULSE	500	2			
32RL LID	500	1			
8/12/16 LID FOR 8oz/12oz/16oz F	500	5			
12FC 12oz FOOD CONTAINER	500	4			

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
12FCS 12oz SQUAT FOOD CONTAINER	500	23			
16FC 16oz FOOD CONTAINER	500	1			
4FC 4oz FOOD CONTAINER	1,000	24			
DART 12SJ32 12oz FOOD CONTAINER	500	1			
FD15 EPS CONTAINER 2x5.5x4.5	500	4			
FDL15 LID DOME EPS FOR FD15	500	8			
18x28x39 BLACK SACKS 150g E6BC	200	121			
22x37x47 CRS BLACK SACKS 200g F	200	2			
20x33x47 ORWAK BLACK SACKS 360g	100	1			
30x40x43 330g TONY TEAM 1800 F5	100	9			
1 PLY GREEN C/FOLD H/TOWELS	3,600	1			
1 PLY HAND TOWELS BLU I/FOLD J95125	3,600	6			
1 PLY C/F BLUE 300m	6	1			
KEY PREM T/ROLL 2 PLY 320 SHEET	36	3			
10" 2 PLY HOSPITAL ROLLS BLUE	24	2			
GONDOLA BROWN PIZZA BOXES 12"	100	3			
CRITTER CARTON MIXED	250	1			
TS2 TORTILLA SLEEVE KRAFT	1,000	2			
PB3 LABELS FOR PB3 LABEL GUN	20,000	0.12			
FOLD OVER SANDWICH WEDGE	1,000	110			
FOLD OVER S/WEDGE DEEP FILL ZZ0	500	43			
SAPPHIRE C86-120FS 4oz CONTAINER	1,000	30			
SAPPHIRE LC86 CLEAR LID FOR C86	1,000	7			
SAPPHIRE C80-200SD SUNDAE DISH	1,000	1			
SAPPHIRE L80SD LID FOR C80-200S	1,000	1			
SAPPHIRE C97-180FS 6oz CONTAINER	1,000	3			
SL0800 TWISTY BOWL 250cc	400	12			
SL0850 TWISTY BOWL 375cc	400	1			
5002 SAL/CONT OPS CLR PLN LID 2	1,000	17			
5003 SAL/CONT OPS CLR PLN LID 3	800	8			
5004 SAL/CONT OPS CLR PLN LID 5	800	21			
5012 CONT OPS CLR SPOONFORK 250	1,000	2			

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
5014 CONT OPS CLR SPOONFORK 500	800	3			
FRESCO SALAD BOWL 250cc SL1150	600	1			
FRESCO SALAD BOWL 500cc SL1250	400	2			
A2 TRIFLE CONTAINER 3x3x1.25	1,000	16			
EW500 MUFFIN CASES 2x1.5	10,000	1.17			
DISP SAVOY BAGS BLUE 11x21 ROLL	100	1			
PROBE WIPE 7x10cm 70WP W65231	12	3			
ENVIROWIPE PLUS BLU 36x51cm (LA	150	0.17			
ENVIROWIPE PLUS GRN 36x51cm (LA	150	0.17			
RUBBER GLOVES M/W MED YLW 7-7.5	12	36			
RUBBER GLOVES M/W SML YLW 6-6.5	12	1			
RUBBER GLOVES M/W LGE YLW 9-9.5	12	3			
GAUNTLET GLOVES BLK 17"	1	2			
VINYL GLOVES MED OPAQUE WHITE P	100	9			
VINYL GLOVES LGE OPAQUE WHITE P	100	1			
LATEX GLOVES MED CLR PWD FREE	100	2			
LATEX GLOVES LGE CLR PWD FREE	100	6			
PAL WEAR POLY GLOVES LARGE	100	3			
BLUE PLASTERS ASSORTED ECONOMY	100	1			
S/STEEL TABLE FORK 999	12	12			
S/STEEL DESSERT SPOON 999	12	12			
S/STEEL DESSERT FORK 999	12	16			
C41 BACTI HAND DISHWASH DET 5LT	2	5			
C4 CONCENTRATED HAND DISHWASH D	2	4.5			
F95 LEMON GEL FLOOR CLEANER 5LT	2	1			
GREEN SCOURING PADS S11	10	18			
TEA TOWELS	10	13			
STAINLESS STEEL SCOURERS LGE 60	10	1			
SYR 17" FREEDOM MIDI MOPHEAD BL	1	12			
SYR 17" FREEDOM MIDI MOPHEAD GR	1	1			
SYR 17" FREEDOM MIDI MOPHEAD RE	1	3			
INTERCHANGE FREEDOM HNDL ALU RE	1	1			

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
INTERCHANGE FREEDOM HNDL ALU BL	1	2			
PLASTIC BUCKET 2 GALLONS	1	2			
C39 OVEN CLEANER 750ML	6	1			
SWAN 10" TREE SWIRL CRACKER	100	40			
SWAN HOLLY SWIRL 33/1 PLY NAPKIN	2,000	0.5			
SWAN HOLLY SWIRL 33/2 PLY NAPKIN	2,000	0.1			
11" HOLLY SWIRL CRACKER G CONTE	100	5			
FESTIVAL SQUARE 8oz DBL WLD HOT	650	1			
ICE JUNKIE 16oz PAPER CUPS *DAR	1,000	1			
SWANSILK T/C 120 x 120 DEVON CREAM	50	1			
DUCKS BACK T/C 120 x 120 LEMON CREAM	50	2			
DUNISILK T/C 120 x 120 BUTTERMILK	50	1			
33/2 PLY DEVON CREAM	2,000	0.85			
33/2 PLY RED	2,000	0.3			
33/2 PLY ROYAL BLUE	2,000	1			
33/2 PLY HOLLY / MNT PINE GREEN	2,000	1.1			
33/2 PLY NAVY BLUE/INDIGO	2,000	1.3			
41/2 PLY DEVON CREAM	2,000	0.13			
41/2 PLY PST PINK / CANDY PINK	2,000	0.13			
41/2 PLY RED	2,000	0.38			
33/1 PLY NAPKINS WHITE	5,000	38			
NO:10 DOYLIES 10.5"	2,000	2.75			
NO:3 LACEY T/P BENDERS 16.5 x 11	2,000	0.4			
NO:2 LACEY T/PAPERS 14.5 x 10.25	1,000	1			
NO:3 LACEY T/PAPERS 16.5 x 11.5	1,000	7.5			
DERRY T/C 90 x 90 WHITE	250	4			
7oz FLO V/CUP SQUAT FF5570	2,000	30			
8 3/4" WLB PAPER PLATE	1,000	21			
PLASTIC KNIFE	1,000	1			
DELUXE TEASPOON	2,000	20			
PLASTIC TEA STIRRER x 5000 110M	5,000	2			

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
PREMIER WHITE KNIFE	1,000	16			
PREMIER WHITE FORK	1,000	14			
PREMIER CHAMPAGNE FORK	1,000	1			
PREMIER CLEAR KNIFE	1,000	1			
CLEAR ALPHA SUPER DELUXE KNIFE	1,000	1			
45cm x 300mtr CLINGFILM REFILL	3	19			
18" x 90mtr FOIL	1	14			
12" x 50mtr PARCHMENT PAPER	1	4			
18" x 50mtr PARCHMENT PAPER	1	35			
HP3 CHAMP BOX 9.25x5.75x2 7/8	500	25			
COMPOSITE BAG 10x10	1,000	49			
SNAPPY HEAT SEALER 10" SPARES K	1	1			
150x350mm P/PROP BAG WKTD	2,000	1			
KRAFT BROWN C/BAG MED x 250	250	1			
KRAFT WHITE C/BAG MED x 250	250	7			
8/9oz PAPER CUP HOT MILAN DOUBL	500	2			
8/9/10oz DOME TRAVEL LID 8HB	1,000	9			
8oz PAPER CUP HOT BEAN	1,000	32			
WOODEN COCKTAIL STICKS	1,000	1			
BUFFET SKEWERS	1,000	1			
18 x 28 x 39 BLACK SACKS 150g E6BC	200	1			
1 PLY GREEN C/FOLD H/TOWELS	3,600	8			
1 PLY H/TWLS WHT C/FOLD HT8325/	3,000	1			
FOLD OVER SANDWICH WEDGE	1,000	3			
SL0001 MINI HINGED BOX 115 x 90 x 3	420	7			
SB45 SALAD BOX 160 x 115 x 45 SL010	500	6			
5003 SAL/CONT OPS CLR PLN LID 3	800	1			
DISP SAVOY BAGS BLUE 11 x 21 ROLL	100	1			
VINYL GLOVES MED BLU PWD FREE	100	2			
VINYL GLOVES LGE BLU PWD FREE	100	47			
SWANSILK T/C 90 x 90 RED	100	2			
SWANSILK T/C 90 x 90 BURGUNDY	100	6			

Item Description	Case Size	Indicative Case Usage	Comparable Item	Case Size	Case Cost
DUNICEL T/C 125 x 125 BORDEAUX	50	1			
33/2 PLY DEVON CREAM	2,000	5			
33/2 PLY RED	2,000	1			
33/2 PLY BURGUNDY / BORDEAUX	2,000	5			
33/2 PLY HOLLY / MNT PINE GREEN	2,000	1			

3. Lot 2 – Light Kitchen Equipment

The items shown below are indicative of our recent requirements, but our requirements for the future may change. If a manufacturer is shown, tenderers may suggest alternative suppliers in their response and this should be indicated.

Please complete the details below with your proposed items; additional information may be included but you should not refer to an attached price list. Prices should exclude VAT.

Item Description	Indicative Item Usage	Comparable Item	Size	Cost
23cm White Narrow Rimmed Polycarbonate Plate	1,000			
		<i>White Narrow Rimmed Melamine Plate</i>	<i>23cm</i>	
17cm White Narrow Rimmed Polycarbonate Bowl	1,000			
		<i>White Narrow Rimmed Melamine Bowl</i>	<i>17cm</i>	
22cl (8oz) Blue Fluted Polycarbonate Tumbler	2,000			
1.1 Litre Blue Polycarbonate Jug	200			
Lid for 1.1 Litre Blue Polycarbonate Jug	200			
Britannia Dessert Fork	2,000			
Britannia Dessert Knife	2,000			
Britannia Dessert Spoon	2,000			
Muffin Tin 12 Cup	30			
Pizza Tray	20			
Small Salad Crock Black 85(h) x 165(w) x 135(d)mm	20			
Medium Salad Crock Black 85(h) x 260(w) x 175(d)mm	20			
450 x 300 x 12mm Thick White Chopping Board	50			
451 x 300 x 12mm Thick Blue Chopping Board	50			
452 x 300 x 12mm Thick Green Chopping Board	50			

Commercially Sensitive Information

Item Description	Indicative Item Usage	Comparable Item	Size	Cost
453 x 300 x 12mm Thick Red Chopping Board	50			
Chopping Board Tray	10			
"Bonzer" Can Opener	20			
10 Litre Food Storage Box	20			
3 Litre Food Storage Box	30			
Cutlery Box	50			
Rolling Pin	40			
Stainless Steel Ladle	50			
Stainless Steel Balloon Whisk	12			
Stainless Steel Hamburger Tongs	20			
Piping Bag	100			
Pastry Brush	50			
Stainless Steel Cooks Spoon	40			
Stainless Steel Flan Server	10			
Kitchen Scissors	40			
Digital Probe Thermometer	50			
Weylux Queen Scales	10	<i>Dial Catering Scales</i>	<i>20Kg</i>	
Weights for Scales	10			
Bakewell Pan, 36 x 25 cm	5			
Bakewell Pan, 41 x 30 cm	5			
Baking Dish, 36 x 25 cm	5			
Baking Dish, 41 x 30 cm	5			
Baking Dish, 46 x 36 cm	5			
Baking Sheet, 36 x 25 cm	5			
Baking Sheet, 41 x 30 cm	5			
Baking Sheet, 46 x 36 cm	5			
Bowl, round, 10 cm (4")	5			

Item Description	Indicative Item Usage	Comparable Item	Size	Cost
Britannia, Tea Spoon	5			
G/Base Boiling Pot and Lid, 20 cm, 4.0 litre	5			
G/Base Boiling Pot and Lid, 23 cm, 5.4 litre	5			
G/Base Boiling Pot and Lid, 25 cm, 6.8 litre	5			
G/Base Boiling Pot and Lid, 28 cm, 10.2 litre	5			
G/Base Boiling Pot and Lid, 30 cm, 13.6 litre	5			
G/Base Saucepan & Lid, 16 cm, 1.7 litre	5			
G/Base Saucepan & Lid, 18cm, 2.8 litre	5			
G/Base Saucepan & Lid, 20cm, 4.0 litre	5			
Gastronorm Lid, 1/1 size	10			
Gastronorm Lid, 1/2 size	10			
Gastronorm Lid, 1/3 size	10			
Gastronorm, stainless steel, 1/1 x 100 mm	10			
Gastronorm, stainless steel, 1/1 x 150 mm	10			
Gastronorm, stainless steel, 1/1 x 20 mm	10			
Gastronorm, stainless steel, 1/1 x 40 mm	10			
Gastronorm, stainless steel, 1/1 x 65 mm	10			
Gastronorm, stainless steel, 1/2 x 100 mm	10			
Gastronorm, stainless steel, 1/2 x 150 mm	10			
Gastronorm, stainless steel, 1/2 x 40 mm	10			
Gastronorm, stainless steel, 1/2 x 65 mm	10			
Gastronorm, stainless steel, 1/3 x 100 mm	10			
Gastronorm, stainless steel, 1/3 x 150 mm	10			
Gastronorm, stainless steel, 1/3 x 65 mm	10			
Ground Base Frying Pan, 20/25 cm	5			
Ground Base Frying Pan, 36 cm top	5	<i>Non Stick Frypan</i>	<i>36cm</i>	
Ground Base Milk Pan, 1.1 litre	5			

Item Description	Indicative Item Usage	Comparable Item	Size	Cost
Pie Dish, 30 x 25 cm	10			
Pie Dish, 41 x 30 cm	10			
Small Rinsing Basket	10			
Rinsing Basket, 12 plate	12			
Rinsing Basket, large	12			
Rinsing Basket, meal tray	12			
Round Pebbled Bowl, 20 cm, clear	12			
Round Pebbled Bowl, 25 cm, clear	12			
Round Ribbed Bowl, 25 cm, black	12			
Round Ribbed Bowl, 30 cm, black	12			
Sundae Dish, footed, round	12			
Tumbler, 15 cl (5 oz)	12			
23cm Narrow Rimmed Polycarbonate Plate - Grey Green Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Emerald Green Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Racing Green Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Black Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Summer Blue Rim	200			
23cm Narrow Rimmed Polycarbonate Plate – Med Blue Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Royal Blue Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Honey Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Yellow Rim	200			
23cm Narrow Rimmed Polycarbonate Plate – Red Rim	200			
23cm Narrow Rimmed Polycarbonate Plate - Purple Rim	200			
		<i>Narrow Rim Coloured Rim Bowls to match</i>	<i>17cm</i>	
23cm Narrow Rimmed Polycarbonate Plate - Spanish Tile Rim	200			
		<i>Narrow Rim Bowl Spanish Tile Rim</i>	<i>15cm</i>	
KETTLE/AIRPOT WHT 2.2LTR EPKB-2	1	<i>Discontinued by manufacturer</i>		

Commercially Sensitive Information

Item Description	Indicative Item Usage	Comparable Item	Size	Cost
KETTLE/AIRPOT WHT 3.8LTR EPKB-3	1	<i>Discontinued by manufacturer</i>		
AIRPOT S/STEEL 2.5LTR AALB-25S	1			
AIRPOT S/STEEL 3.0LTR VRKE-3000	1			
VACUUM BEV JUG S/S 1.2LTR SFN-1	1			

4.	Delivery
4.1	<p>Please provide a method statement of how ordering and delivery would be undertaken if you were successful in being awarded this contract. Include timescales around orders and deliveries.</p> <p>Orders can only be accepted in hard copy format; post, email, fax or via our website at www.wvhowe.co.uk. We aim to deliver all orders within five working days of receipt. However should the item(s) ordered be out of stock and delayed then we inform the customer accordingly and offer an alternative wherever possible.</p>
4.2	<p>Please confirm the type and size of vehicles to be used in fulfilling deliveries (please note the rural nature of many of our schools).</p> <p>We have our own vehicles; a Mercedes Sprinter Long Wheelbase and a Mercedes Vito. Our drivers are used to delivering to rural locations across the country as both drivers have been with us for over twenty years.</p>

5.	Payment
5.1	<p>The Council is increasingly using P-Cards to make low value purchases (i.e. less than £200). These work the same as credit cards.</p> <p>Do you accept payment by Mastercard and Visa?</p> <p>Yes</p>

5.2	<p>Please detail any electronic payment facilities that you can offer (e.g. consolidated invoicing etc).</p> <p>We are able to offer consolidated invoices and already do this for many customers</p>
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Personal Information

FAO [REDACTED], Commercial Director
Key Catering
Thames House
London Ind Park
Beckton
LONDON
E6 6GP

7 June 2011
nd/crb rmc 130

Tel: [REDACTED]

Fax: [REDACTED]

Please ask for:

Email:

Dear Sirs

**RMC 130 – SUPPLY OF KITCHEN DISPOSABLES AND LIGHT EQUIPMENT
LOT 1 – KITCHEN DISPOSABLES**

SUBJECT TO CONTRACT

We confirm that your tender dated 7 March 2011, as clarified in your e-mail of 31 May 2011 is accepted on behalf of Shropshire Council Subject to Contract and to the successful expiry of the mandatory standstill period as follows:-

- The supply and delivery of kitchen disposables to Shropshire Council schools and other catering establishments.
- The agreed rates set out in your completed tender 7 March 2011.
- There will not be a minimum delivery value, and Shropshire Council undertakes to order responsibly.
- The contract will run for an initial period of 2 years commencing on 1st July 2011 with the option to extend for up to a further 2 years.

This acceptance is subject to tender, the successful expiry of the mandatory standstill period being 17 June 2011 and to the final agreement of terms and conditions between the parties.

Further to it's obligations regarding transparency of expenditure, Shropshire 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 Shropshire Council.

Should you have any concerns or wish to make any representation concerning publication of this information then please contact [REDACTED] within 10 days of the date of this letter. If you do not

Private Information

make any representations by 17 June 2011 you will be deemed to have consented to the publication of such documentation.

Please can you now liaise with [REDACTED], Business Operations Manager, Shire Services, Shropshire Council, tel. [REDACTED]

Should you have any queries in respect of this acceptance, please contact our colleague on telephone number [REDACTED]

Yours faithfully,

Shire Services Manager

Business Operations Manager

Private Information

W.V. Howe Ltd
35 Melchett Road
Kings Norton Business Centre
BIRMINGHAM
B30 3HP

7 June 2011

nd/crb rmc 130

Tel: [REDACTED]

Fax: [REDACTED]

Please ask for:

Email:

Dear Sirs

**RMC 130 – SUPPLY OF KITCHEN DISPOSABLES AND LIGHT EQUIPMENT
LOT 2 – LIGHT EQUIPMENT**

SUBJECT TO CONTRACT

We confirm that your tender dated 22 March 2011 is accepted on behalf of Shropshire Council Subject to Contract and to the successful expiry of the mandatory standstill period as follows:-

- The supply and delivery of light equipment to Shropshire Council schools and other catering establishments.
- The agreed rates set out in your completed tender 22 March 2011.
- The contract will run for an initial period of 2 years commencing on 1st July 2011 with the option to extend for up to a further 2 years.

This acceptance is subject to tender, the successful expiry of the mandatory standstill period being 17 June 2011 and to the final agreement of terms and conditions between the parties.

Further to it's obligations regarding transparency of expenditure, Shropshire 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 Shropshire Council.

Should you have any concerns or wish to make any representation concerning publication of this information then please contact [REDACTED] within 10 days of the date of this letter. If you do not make any representations by 17 June 2011 you will be deemed to have consented to the publication of such documentation.

Private Information

Please can you now liaise with [REDACTED], Business Operations Manager, Shire Services, Shropshire Council, tel. [REDACTED]

Should you have any queries in respect of this acceptance, please contact our colleague on telephone number [REDACTED]

Yours faithfully,

Shire Services Manager

Business Operations Manager