



# **Invitation to Tender For the provision of Waste Compliance**

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## Section 1: Introduction

### 1.1 Outline Scope of Requirements

- 1.1.1 Supply Chain Coordination Limited (SCCL), a government-owned limited company, is the commercially astute management function of NHS Supply Chain, launched in April 2018. The NHS Supply Chain operating model has been designed to help drive out unwarranted variation and delivery value and savings of £2.4 billion back into NHS frontline services and patient care, which simultaneously establishing the NHS as one of the most effective and powerful procurement entities in Europe.
- 1.1.2 SCCL is committed to providing strong commercial capability, a relentless approach to create value, gain competitive advantage and become the strategic procurement partner of choice for the NHS.
- 1.1.3 For more information about SCCL please visit our website: [supplychain.nhs.uk/about-us](https://supplychain.nhs.uk/about-us)
- 1.1.4 Supply Chain Coordination (hereafter 'the Authority') is seeking tenders from sufficiently experienced and qualified contractors for the provision of Waste Compliance according to the Environment Agency regulations as detailed in Section 4 within this document.
- 1.1.5 The Primary Contacts for the Authority will be: Monika Andrzejewska (SCCLProcurement@Supplychain.nhs.uk)

### 1.2 Contract Duration and Value

- 1.2.1 The Authority anticipate awarding a contract to 1 supplier for a duration of 36 months.
- 1.2.2 The Total Contract Value (TCV) is estimated at Cira £750,000.

### 1.3 Procurement Timetable

- 1.3.1 The timetable for this Procurement is set out in the table below.
- 1.3.2 We may change this timetable at any time. You will be informed through email if changes to this timetable are necessary.

DATE	ACTIVITY
21 October 2020	Invitation to Tender Issued (ITT)
21 October 2020	Clarification period starts
10 November 2020 at 12noon	Clarification period closes (" <b>Tender Clarifications Deadline</b> ")
16 November 2020	Deadline for a response to the clarification questions
23 November 2020	Deadline for submission of a Tender via email (" <b>Tender Submission Deadline</b> ")
w/c 23 November	Evaluation Period
27 November 2020	Moderation Period



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DATE	ACTIVITY
27 November 2020	Intention to award notices issued to successful and unsuccessful Potential Providers.
27 November – 10 December	<b>10-day</b> Standstill Period
11 December	Expected date for signature of the Contract
31 December	Anticipated Contract start date

## 1.4 Contract Terms & Conditions

- 1.4.1 This Procurement will result in the award of the Contract (unless we exercise our right to cancel or vary the tender). Once the Contract commences, the Potential Provider will become the Supplier.
- 1.4.2 This Contract is being offered under our standard Conditions of Contract available in Appendix 4-standard Terms and Conditions.
- 1.4.3 The Conditions of Contract in their whole are non-negotiable, and you may not propose any amendments to it. Where clarification is sought during the clarification period on points of ambiguity or apparent error, we may at our sole discretion make amendments. Submission of a signed 'Form of tender' is taken as confirmation of your unequivocal acceptance and willingness to abide by these terms. Failure to sign and return the 'Form of Tender' may result in your bid being deemed non-compliant and rejected.



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## **Section 2: Conditions of Tender**

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### **2.1 General Requirements**

- 2.1.1 Tenders are invited for the supply of services in accordance with the detailed requirements set out in the Specification.
- 2.1.2 Tenders must be submitted in accordance with the following instructions; any not complying in part or in whole may be rejected at the Authority's sole discretion.

### **2.2 Preparation of Tender**

- 2.2.1 Tenderers are responsible for obtaining all information necessary for the preparation of their response. All costs, expenses, and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender, and attending any such presentations or interviews as required, shall be borne by the Tenderer.
- 2.2.2 The Tenderer will be deemed for all purposes connected with the Tender and the contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.
- 2.2.3 Tenderers may request clarification on any of the points contained in the tender documents (including requests for clarification in relation to the contract terms and conditions). However, Tenderers should note that contract terms are non-negotiable and by submitting a completed tender response to the Authority, they are accepting the terms of contract. Any qualified tender responses could be deemed as non-compliant.
- 2.2.4 Clarification requests **MUST** be submitted in writing through the email to the following address: [SCCLProcurement@Supplychain.nhs.uk](mailto:SCCLProcurement@Supplychain.nhs.uk), no later than **12:00pm on 10 November**. This will allow the Authority to prepare a response and to supply the information before the final date for receipt of tenders.
- 2.2.5 Unless otherwise stipulated within the terms and conditions of the contract, Tenderers are responsible for the costs of preparing and submitting their tender response.
- 2.2.6 Any background information included in relation to this tender is provided in good faith to assist Tenderers in submitting their tenders; no guarantee is given that it is exhaustive, or that any conclusion whatsoever may be drawn from it; and no warranty is made as to its accuracy.
- 2.2.7 Information given in respect of historical spend is given as a guide; the Authority makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Contractor.



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- 2.2.8 Responses to this Invitation to Tender, and any other associated communication must be submitted in English.

## **2.3 Responses to Invitation to Tender**

- 2.3.1 The purpose of the response is to enable the Authority to evaluate your understanding of our requirements, your proposed methods for meeting them and the suitability of your organisation to become a contractor to the Authority.
- 2.3.2 Your response shall consist of the following:
- 2.3.2.1 A written response to the Quality Assessment section, contained within the Form of Tender.
  - 2.3.2.2 A breakdown of costs in accordance with the Priced Offer, contained within the Form of Tender.
  - 2.3.2.3 The signed Collusive Tendering Certificate, and Tender Declaration, contained within the Form of Tender.
  - 2.3.2.4 A completed Selection Questionnaire within the Form of Tender
- 2.3.3 Tenderers should complete the Form of Tender as instructed and should not make any variation or alteration to the document supplied. The Authority reserves the right not to consider any tender submissions received in any other format.
- 2.3.4 Where signatures are required, these must be provided by an appropriately authorised individual as follows:
- 2.3.4.1 Where the Tenderer is an individual, by that individual;
  - 2.3.4.2 Where the Tenderer is a partnership, by two duly authorised partners;
  - 2.3.4.3 Where the Tenderer is a limited company, by a director duly authorised for such purposes.
- 2.3.5 Where a handwritten signature is requested; a scanned signature or an electronic signature is acceptable.
- 2.3.6 Tenderers shall satisfy themselves of the accuracy of all fees, rates, and prices quoted, since Tenderers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.
- 2.3.7 If a Tenderer fails to provide fully for the requirements of the Specification in the Tender they must either:
- 2.3.7.1 Absorb the costs of meeting the full requirements of the specification within their tendered price; or
  - 2.3.7.2 Withdraw their bid.
- 2.3.8 All tenders shall be valid and held open for acceptance by the Authority for a period of at least 90 days from the deadline for returns.
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## **2.4 Submission of Tenders**

- 2.4.1 All tenders and any associated documents must be submitted via email to SCCLProcurement@Supplychain.nhs.uk .
- 2.4.2 Tenders must be submitted no later than the time and date shown on the front of this document. No tender will be considered which is late, for whatever reason.
- 2.4.3 No alteration or amendment of returns will be accepted after the stated deadline, with the exception that the Authority may, at its sole discretion, permit a Tenderer to correct an error or omission that, in the Authority's considered opinion, is a genuine and obvious one.
- 2.4.4 We do not open any tenders until after the stated deadline has expired, therefore there is neither penalty nor advantage for returning a tender early.

## **2.5 Consideration of Tender**

- 2.5.1 The Authority reserves the right not to award the Contract in whole.
- 2.5.2 Any acceptance of a Tender by the Authority shall be in writing following a standstill period (beginning on the day following the date of the intention to award notification being sent to all Tenderers) of not less than 10 days.
- 2.5.3 Upon acceptance the Contract shall thereby be constituted and become binding on both parties, notwithstanding which the Tenderer shall, upon request of the Authority, forthwith execute a formal contract or order form in the form provided.

## **2.6 Non-Consideration of Tender**

- 2.6.1 The Authority may, at its absolute discretion, refrain from considering any Tender where:
  - 2.6.1.1 It is not in accordance with the Form of Tender and/ or terms and conditions provided within the tender pack;
  - 2.6.1.2 The Tenderer makes or attempts to make any variation or alteration to the terms of the Form of Tender, the terms & conditions, or the Specification; except where a variation or alteration is expressly invited or permitted;
  - 2.6.1.3 Any part of the submission is incomplete, or the Tenderer does not provide all the information required by the Authority.
  - 2.6.1.4 The Tenderer submits supplementary documents; except where supplementary documents are expressly invited or permitted.

## **2.7 Rejection of Tender**

- 2.7.1 The Authority may reject any tender in any of the following circumstances where the Tenderer:





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- 2.7.1.1 Fixes and adjusts prices shown in its Form of Tender by any agreement with any other person, or communicates to any person (other than the Officer mentioned in this tender) the amount or approximate amount of the prices (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of financing or insurance); or
  - 2.7.1.2 Enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender; or
  - 2.7.1.3 Offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Tender any act or omission; or
  - 2.7.1.4 In connection with the award of the Contract commits an offence under the Bribery Act 2010.
  - 2.7.1.5 Has directly or indirectly canvassed any member or official of the Authority concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Tender submitted by any other Tenderer.

## **2.8 Tenderer's Warranties**

2.8.1 In submitting a Tender the Tenderer warrants and represents that:

- 2.8.1.1 It has not carried out any of the acts or matters referred to in the clauses titled *Non-Consideration of Tender* or *Rejection of Tender*, and has complied in all respects with these Conditions of Tender;
- 2.8.1.2 All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Tenderer or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
- 2.8.1.3 It has made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Terms & Conditions and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Authority;
- 2.8.1.4 It has full power and Authority to enter into the Contract and will if requested produce evidence of such to the Authority;



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- 2.8.1.5 It is of sound financial standing and the Tenderer and its partners, officers, and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer) which may adversely affect such financial standing in the future.

## **2.9 Data Protection**

- 2.9.1 The bidder shall ensure that any information that is provided as part of the tender process is at all times compliant with their obligations under the Data Protection Act 2018 and General Data Protection Regulations ((EU) 2016/679).
- 2.9.2 Bidders are expected to have read and fully understood the requirements and any data protection implications associated with them, including the bidder's own obligations, liabilities and responsibilities under data protection legislation in the delivery of the tendered contract.

## **2.10 Confidentiality**

- 2.10.1 The Invitation to Tender, Terms & conditions, Specification, and all other documents or information issued by the Authority in relation to the Tender shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract, and shall not be disclosed in whole or in part to any third party without the prior written consent of the Authority.
- 2.10.2 The documents which constitute the Contract and all copies thereof are and shall remain the property of the Authority (whether or not the Authority shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to the Authority upon demand.
- 2.10.3 All information provided by tenderers as part of their response will be treated as confidential during the procurement process. Requests for information received following the procurement process will be considered by the Authority on a case by case basis applying the principles of the Freedom of Information Act 2000 (FoIA) which permits certain information to be withheld, for example, where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Authority's transparency obligations.

## **2.11 Freedom of Information**

- 2.11.1 The Authority is subject to the requirements of the FoIA and the Environmental Information Regulations 2004 (EIR); and may be obliged to disclose information (including information provided by Tenderers) in accordance with the requirements of this legislation.
- 2.11.2 Tenderers shall state if any information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the FoIA, and should state why they consider the information to be confidential or commercially sensitive.
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2.11.3 The Authority shall be responsible for determining at its absolute discretion whether information held by it relating to the tender shall be disclosed in response to a request for information under the FoIA or EIR.

2.11.4 This will not guarantee that the information will not be disclosed, but will be examined in the list of the exemptions provided in the FoIA.

## **2.12 Sub-contracting**

2.12.1 The Authority requires all Tenderers to identify whether (and which) sub-contracting or consortium arrangements apply in respect of this tender. In particular, Tenderers must specify the elements / share (if any) of the contract it intends to sub-contract, any proposed sub-contractors and precisely which entity they propose to be the service provider.

2.12.2 It is important that Tenders accurately convey how Potential Providers bids are structured in terms of organisations contributing to the delivery of our brief.

2.12.3 We welcome Tenders from economic operators collaborating as a Group of Economic Operators or sub-contracting elements of their obligations.

2.12.4 We do not require all sub-contractors to be disclosed. Only those sub-contractors who directly contribute to the ability to meet obligations under the Contract must be disclosed. There is no need to specify sub-contractors supplying general services to you (such as window cleaners, lawyers, desktop software providers etc.)

2.12.5 Reliance on the capability and/or experience of one or more Sub-Contractors to demonstrate ability to provide the training services must be described in the Tender. You must clearly identify in responses to questions when you are relying on a Sub-Contractor.

2.12.6 Group of Economic Operator proposals:

2.12.6.1 If a Group of Economic Operators wishes to act jointly to provide the services, it may do so with all parties signing the Contract and assuming joint and several responsibilities for performance.

2.12.6.2 We may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Contract. In that case, we may require the members of the Group of Economic Operators to nominate a Guarantor for the single legal entity's performance of the Contract.

2.12.6.3 A Lead Contact should be nominated to lead the bidding process and to complete the Tender on behalf of all the other members. Details of the members of the proposed Group of Economic Operators and the allocation of contractual obligations should be set out in your response.

2.12.7 Changes to the contracting arrangements

2.12.7.1 We recognise that arrangements in relation to sub-contracting and Groups of Economic Operators may be subject to future change and may not be

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finalised until a later date. However, any changes to those arrangements may affect the ability to deliver the requirements. Potential Providers must tell us about any changes to the proposed sub-contracting or to the Group of Economic Operators. We will assess the new information provided and we reserve the right to exclude the Potential Provider prior to any award of Contract.

### **2.13 Consortium Bids**

- 2.13.1 Organisations which might not have the necessary capability or size to tender for the requirement individually are invited to form consortia with other organisations to be able to put in joint bids.
- 2.13.2 Consortium bids are particularly encouraged from groups of small medium enterprises (SME's) or voluntary sector organisations, to allow them to compete in markets where they would otherwise be under-represented.
- 2.13.3 Consortia may take one of two forms, depending on the agreement between the constituent organisations:
  - 2.13.3.1 Where Tenderers are proposing to create a discrete corporate entity, they shall provide a separate attachment giving details of the entity itself, and the actual or proposed percentage shareholding of the constituent members within the consortium.
  - 2.13.3.2 If a consortium is not proposing to form a corporate entity, full details of the alternative arrangements proposed shall be provided in a separate attachment. This shall include the management structure, and the identity of the lead organisation responsible for submitting the application on behalf of the consortium.
- 2.13.4 The Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Contractors should therefore respond in the light of the arrangements as currently envisaged. Contractors are reminded that any future proposed change in relation to a consortium must be notified to the Authority so that it can make a further assessment by applying the selection criteria to the new information provided.
- 2.13.5 Where not already the case, the Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Public Contracts Regulations 2015 OR regulation 26(6)

### **2.14 TUPE (Transfer of Undertakings and Protection of Employment) Regulations**

- 2.14.1 The Authority considers that it is unlikely that TUPE will apply.
- 2.14.2 Tenderers are advised to seek independent professional advice and if, for any reason, Tenderers deem TUPE to apply all costs submitted must include TUPE cost implications.



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## **2.15 Words and Expressions**

Words defined in the Terms & Conditions shall have the same meaning in the Invitation to Tender, Form of Tender, Conditions of Tender, and the Specification.



## Section 3: Tender Evaluation

### 3.1 Checking and Evaluation of Tenders

- 3.1.1 The Authority reserves the right to disqualify any tender submission which is incomplete or has not been submitted in accordance with the Form of Tender provided within the tender pack.
- 3.1.2 Responses to the supplier information questions will be checked for compliance, and further clarification sought for any outstanding queries.
- 3.1.3 The maximum possible consolidated score is 100 points which is broken down into the following ratio for Quality and Price:

<b>Quality</b>	Quality Assessment Questions	60
<b>Price</b>	Total Price for Part 1	20
	Total Price for Part2	20

### 3.2 Selection Questionnaire (SQ)

- 3.2.1 Tenderers are required to complete the standard selection questionnaire (SQ) as part of their tender response. These questions can be found in Form of Tender document. They cover your organisation's basic details and some questions will be used to assess your organisation's suitability to become a supplier to the Authority.
- 3.2.2 The Public Contracts Regulations 2015 introduced a number of amended selection criteria. It is intended that all authorities use this questionnaire, this is designed to help suppliers as it will be consistent across the public sector. Further information and guidance about the SQ can be found on the [www.gov.uk](http://www.gov.uk) website.
- 3.2.3 The SQ is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).
- 3.2.4 A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds.
- 3.2.5 Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria.



3.2.6 This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration). Where your proposal includes the use of sub-contractors, question 1.2 requests that you complete and submit the sub-contractor table. You should answer questions in Part 3 on behalf of all organisations involved.

3.2.7 The table below details what questions will be assessed as pass / fail and which are for information only.

Section	Section title	Requirements
<b>Part 1: Potential Supplier Information</b>		
Section 1.1	Potential supplier information	For information
Section 1.2	Bidding model	For information
Section 1.3	Contact details and declaration	For information
<b>Part 2: Exclusion Grounds</b>		
Section 2.1	Grounds for mandatory exclusion	Pass / Fail
Section 3.1	Grounds for discretionary exclusion	Pass / Fail
<b>Part 3: Selection Questions</b>		
Section 4	Economic and Financial Standing	Pass / Fail
Section 5	Wider group / Consortia details	Pass / Fail
Section 6	Technical and Professional Ability	Pass / Fail
Section 7	Modern Slavery Act 2015	Pass / Fail
<b>Section 8</b>	<b>Additional Questions</b>	
Section 8.1	Packaging Compliance Scheme Public Register (Environment Agency)	Pass / Fail

### 3.1 Quality Assessment

3.1.1 An evaluation is undertaken of your responses to the Quality Assessment contained in the Form of Tender document.

3.1.2 Questions are evaluated against the evaluation criteria with a maximum score of 4 using the Scoring Matrix contained in this section. Each question has an assigned percentage (%) weighting as defined in the below table. The maximum percentage (%) for all questions is equal to 100%



3.1.3 Your score will be divided by the maximum score for that section and multiplied by the associated percentage (%) weighting as defined in the below table.

3.1.4 The Total % Score Available for each question are as follows:

Question	Description	Weight
1	Implementation	15
2	Quality	35
3	Resources	15
4	Billing	30
5	Social Value	5
		<b>Total 100%</b>

3.1.5 Each question will be assigned a score according to the following criteria. Failure to achieve a score of 1 or above in any question may result in the bid being disqualified at the Authority's discretion.

Score	Judgement
0	Failure to understand and/or failure to provide and/or provides no confidence that the services will be delivered.
1	Some misunderstandings and a generally low level of information and detail provided. Fails to meet the requirement in many ways and/or materially in one or more ways and provides insufficient confidence of ability to meet and deliver the requirements.
2	Generally, understands and addresses issues appropriately. Some areas of misunderstanding provide a low level of detail, and/or provide more of a "model answer" than a true commitment, so only provides some confidence they will deliver requirements.
3	Good understanding of the issues, good level of detail, and demonstrated that proposals are feasible so that there is a good level of confidence that they will deliver the requirements.
4	High degree of confidence that the Tenderer's proposal will meet the requirements, demonstrated through a very good understanding of the issues and what is being asked for. Proposals set out how and what will be delivered.

## 3.2 Price Evaluation

3.2.1 The pricing schedule covered by this contract is given in Section 2 of the Form of Tender, provided with the tender pack. The bidder is required to complete and submit the pricing schedule as part of their tender submission

3.2.2 The Authority is seeking a price for Part 1- Analysis of the data, and Part 2- PRN and data submission. For Part 1 the prices are expected to be fixed for 3 years of the contract. For Part 2, the prices are expected to be fixed for Quarter 1. More information is provided within the Form of Tender document Section 2.

3.2.3 You are required to submit a price as described in the Price Offer section.





- 3.2.4 The Tenderer with the lowest price will be awarded the Maximum Score Available. The remaining Tenderers will be awarded a percentage of the Maximum Score Available relative to the lowest price submitted using the following formula:

$$\text{Price Score} = \text{Lowest price tendered} / \text{Tender price} \times 40 \text{ (max price score)}$$

- 3.2.5 For example:

Bidder	Price	Calculation	Price Score
Bidder A	£1,000 (lowest price tendered)	$\text{£1,000} / \text{£1,000} \times (30)$	30
Bidder B	£2,000	$\text{£1,000} / \text{£2,000} \times (30)$	15
Bidder C	£2,500	$\text{£1,000} / \text{£2,500} \times (30)$	12

- 3.2.6 Where a discrepancy exists between the sum of individual prices and the total proposed, Tenderers will be invited to either:

- a) Amend their prices, where this is in the favour of the Authority; or
- b) Withdraw their bid

### 3.3 Clarification of Tender Responses

- 3.3.1 Where it is considered by the evaluation team that the information or documentation submitted is or appears to be incomplete or erroneous, or where specific documents are missing, the Authority may request the Tenderer(s) concerned to submit, supplement, clarify, or complete the relevant information or documentation within an appropriate time limit.
- 3.3.2 Wherever possible, any clarifications required relating to the response will be dealt with in writing via the previously provided email.
- 3.3.3 It may be considered that written clarification is not sufficient in some instances; the Authority thus reserves the right to invite Tenderers to attend a clarification interview in person.
- 3.3.4 We may seek an explanation from Potential Providers where a price appears to be abnormally low in relation to the supplies and services being offered. We may reject any Tender where the explanations given, and any evidence supplied do not satisfactorily account for the low level of price concerned.

### 3.4 Calculating the total score

- 3.4.1 The total quality score and the pricing score will be added together to arrive at the overall score for the bid.
- 3.4.2 Any award made to any organisation will be based on an accepted bid from the organisation submitting the highest overall scoring compliant bid which has satisfied the Authority's criteria in regard to the selection questions.



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### **3.5 Concluding the contract**

- 3.5.1 Once the Authority have reached a decision in respect of a Contract award, we will notify all respondents of that decision via email.
- 3.5.2 Contract award is subject to our formal approval process and any subsequent Due Diligence we may opt to undertake. Until all necessary validation and compliance checks are completed, and all necessary approvals are obtained no Contract(s) will be entered into.
- 3.5.3 The Tenderer undertakes that, in the event of the Tender being accepted by the Authority and the Authority confirming in writing such acceptance to the Tenderer, the Tenderer will execute the contract as amended to accommodate aspects of the Tender as soon as called upon to do so by the Authority.
- 3.5.4 In cases where the Tenderer fails to:
- a) agree, without caveats or limitations, that in the event they are successful in this Procurement, they will unreservedly sign the Terms and Conditions of Contract
  - b) execute the contract by signing it when requested to do so by the Authority; or
  - c) execute the contract within as soon as called to do so;
- 3.5.5 the Authority reserves the right to deem the Tenderer's Tender non-compliant and award the contract to the next ranked Tenderer.



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## **Section 4: Specification**

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### **4.1 Introduction**

- 4.1.1 SCCL are required to comply with The Producer Responsibility Obligations (Packaging Waste) Regulations 2007 and The Producer Responsibility Obligations (Packaging Waste) (Amendment) Regulations 2017, which involves the analysis of the various types of packaging placed onto the market from the products sold via the different supply channels operated by NHS Supply Chain. Following this analysis, Packaging Recovery Notes (PRN's) are purchased by the compliance scheme provider and submitted on the behalf of SCCL.
- 4.1.2 Historically this service had been undertaken by DHL as sole provider of all services associated with the business. As SCCL take title to the products and place them on the market, this obligation has passed to SCCL to register with a packaging compliance and data services provider to provide this specialist activity.
- 4.1.3 The Logistics service provider will produce the product data relating to the sales volumes using existing templates and processes and provide to a winning provider as required, usually this is twice yearly. Attached, Appendix 1- Final Data (Route Stock) 2019, Appendix 2- Final data (Route Blue Diamond) 2019, and Appendix 3- Final data (Route eDirect) 2019, are the product data sheets from last year which are also 3 routes that SCCL transact goods to the customers. Once the contract is awarded, a list of the supply chain will be shared with a winning provider.
- 4.1.4 A successful provider will interpret the product data from the sales of goods to establish the waste streams and volumes for the purchase of PRN's and data submission to the Environment Agency.
- 4.1.5 The contract is for 3 years. The successful provider must be registered on Packaging Compliance Scheme Public Register (within Environment Agency). This is a mandatory requirement, providers that do not meet this criterion will be automatically rejected.
- 4.1.6 This service also includes compliance to current and upcoming packaging legislations (such as the Plastic Packaging Tax and the reformed Packaging Producer Responsibility regulations, including increase in reporting responsibilities).
- 4.1.7 The contract will be split into two service sections
- a) Part 1- Collection and analysis of the data to establish the waste streams and volumes
  - b) Part 2- PRN and data submission to the Environment Agency

### **4.2 Part 1- Analysis of the data**

- 4.2.1 SCCL is required to comply with the regulations and in particular must provide a Certificate of Compliance demonstrating compliance with the regulations. A provider is required to provide the Compliance Data Service to SCCL which will provide the appropriate reports
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on weight of packaging used by SCCL so that the provider is able to submit the data to the Environment Agency (EA) on behalf of SCCL.

#### 4.2.2 Provider's obligations:

- a) Provide the Compliance Data Services as defined in the relevant regulations
- b) Appoint an account manager in respect of the services, who shall act on all operational matters and provide written notification to SCCL of any change in identity of such manager
- c) Perform the services with care and skill in accordance with the commercial practices and standards common in the industry for similar services
- d) Ensure that the services and deliverables will be provided in accordance with all applicable legislation from time to time in force, and will inform SCCL as soon as it becomes aware of any changes in that legislation which may have a material effect on this contract
- e) Ensure that its personnel are appropriately qualified and experienced to assist in service delivery
- f) Liaise with all the supply chain (around 800 suppliers) in order to obtain the specification of packaging of all SCCL products to ensure your data is accurate. In order to submit a detailed compliance plan, the provider is required to:
- g) obtain accurate data about SCCL packaging usage
- h) accurately calculate their recovery and recycling obligation

#### 4.2.3 Upon receipt of the product data from SCCL, a provider shall follow the following procedure:

- a) A provider will endeavour to match product data to the packaging data to assign packaging weights for each of the products listed in the product data
  - b) In the event a provider cannot match the product data to the packaging data, a provider will seek to acquire the data regarding packaging of the unmatched products from suppliers or manufactures of those unmatched products. When a provider has obtained the missing data, this shall be incorporated onto the database and match it to the product data
  - c) Following the end of the data year, a provider will prepare a data submission form that is as accurate as reasonably practicable using the product data and the packaging data that is available, for the SCCL's approval. Where a provider has not been able to match the product data with the packaging data, it will make reasoned assumptions regarding the weights of the unmatched products
  - d) A provider shall populate the data submission form with the data prepared
  - e) The data submission form will be sent to SCCL to check and complete the specific information such as SIC code, subsidiary information, address details for the director sign off in sufficient time to submit the data submission form by the compliance date.
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- f) A provider shall demonstrate the details of its calculations and methodology to enable SCCL to comply with its record-keeping obligations under the regulations. This shall include the following reports:
- Methodology report
  - Total tonnages by materials and data tables
  - Total tonnage by material and data tables broken down by each file making up the calculation

Data to be supplied by SCCL:

Data type	Minimum details required
Product data	Product code, product description, supplier name or supplier code
Supplier information	Supplier name, code and contact details (telephone/ email)
Sales data	Product code, sales quantity per product line, sales format (e.g. units or cases). Indication of customer type.
Import data	Identification of suppliers from which products are imported

#### 4.2.4 Payment terms

- a) All fees associated with this service, will be paid within 30 days of invoice receipt, which shall be sent within 30 days from a contract start date.

### 4.3 Part 2- PRN and Data Submission

- 4.3.1 In order to create demand for PRNs, the Regulations placed a legal obligation upon UK businesses that, both, exceeded a turnover of £2 million and handled more than 50 tonnes of packaging in a calendar year.
- 4.3.2 As SCCL is above these thresholds, it's legally obligated to recycle a proportion of the packaging SCCL handles. This proportion calculated according to a set of specific parameters as SCCL's annual recycling obligation.
- 4.3.3 To comply with these SCCL is obligated to provide evidence that they have met their recycling obligation. This evidence is not by what SCCL psychically recycle but by the acquisition of the correct tonnage of PRNs.



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4.3.4 Following the analysis from part 1, Packaging Recovery Notes (PRN's) are purchased by the compliance scheme provider and submitted on the behalf of SCCL resulting in quarterly costs being incurred.

4.3.5 A Provider shall:

- a) Act as a scheme in respect of Packaging under the Packaging Regulations
- b) Perform registration, collection, recovery, recycling, treatment and reporting services in respect of the obligations under the applicable regulations
- c) Acquire PRN evidence of recovery and recycling for each type of packaging material handled to discharge the obligations
- d) Submit an end of year compliance certificate to the regulatory agency

4.3.6 SCCL forecast obligation for the calendar year are as follows (please note this forecast is provided for indicative purposes only):

Material	Obligation (Tonnes)
Paper	2,232
Glass	3
Aluminium	8
Steel	71
Plastic	736
Wood	1
Recycling (General)	247
Recovery	286

4.3.7 Payment terms

4.3.8 Consolidated quarterly invoice with supporting information will be required to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the service supplied in the invoice period.

4.3.9 Undisputed invoices will be paid within 30 days from the date when invoice was received.

## 4.4 Standards

4.4.1 The expected standards are:

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4.4.2 data quality assurance

4.4.3 safe and confidential data storage secure to ISO 27001.

**4.5 Contract Management:**

4.5.1 an account manager allocated to this contract

4.5.2 team of experts provide unrivalled knowledge about the Packaging Regulations and the raft of other environmental and producer responsibility legislation

4.5.3 providing the reports as mentioned in Part 1 and Part 2

4.5.4 quarterly market updates

4.5.5 experienced customer service

4.5.6 escalation procedure in case of any issues arise

**4.6 Additional services:**

4.6.1 SCCL also welcomes additional range of free of charge support including environmental compliance advice, webinars, regional seminars, one-to-one support sessions, training, quarterly mailings, blogs etc.

4.6.2 Support with Social Value Act 2012 obligations.