

DATED 28/08/2020

HER MAJESTY'S REVENUE AND CUSTOMS

and

Biffa Waste Service Ltd

FRAMEWORK AGREEMENT FOR WASTE DISPOSAL SERVICES

Agreement Ref: SR250257051

- TABLE OF CONTENT

A.	PRELIMINARIES.....	4
1.	DEFINITIONS AND INTERPRETATION	4
2.	DUE DILIGENCE.....	7
3.	SUPPLIER'S APPOINTMENT	7
4.	SCOPE OF FRAMEWORK AGREEMENT.....	7
5.	CALL OFF PROCEDURE	8
6.	ASSISTANCE IN RELATED PROCUREMENTS.....	8
7.	REPRESENTATIONS AND WARRANTIES.....	8
8.	GUARANTEE.....	11
B.	DURATION OF FRAMEWORK AGREEMENT	11
9.	FRAMEWORK PERIOD.....	11
C.	FRAMEWORK AGREEMENT PERFORMANCE.....	11
10.	FRAMEWORK AGREEMENT PERFORMANCE	11
11.	KEY PERFORMANCE INDICATORS	12
12.	STANDARDS	12
13.	[NOT USED]	Error! Bookmark not defined.
14.	CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT	12
D.	FRAMEWORK AGREEMENT GOVERNANCE.....	13
15.	[NOT USED]	Error! Bookmark not defined.
16.	RECORDS AND AUDIT ACCESS	13
17.	CHANGE	15
E.	TAXATION AND FINANCIAL DISTRESS.....	16
18.	[NOT USED]	16
19.	PROMOTING TAX COMPLIANCE	16
20.	[NOT USED]	16
21.	FINANCIAL DISTRESS	16
F.	SUPPLY CHAIN MATTERS	17
22.	SUPPLY CHAIN RIGHTS AND PROTECTION	17
G.	INTELLECTUAL PROPERTY AND INFORMATION.....	19
23.	INTELLECTUAL PROPERTY RIGHTS	19
24.	PROVISION AND PROTECTION OF INFORMATION.....	20
25.	PUBLICITY AND BRANDING.....	24
26.	[NOT USED]	Error! Bookmark not defined.
H.	LIABILITY AND INSURANCE	25
27.	LIABILITY	25
28.	INSURANCE	26
I.	ESCALATION PROCEDURE	2626
29.	ESCALATION PROCEDURE	26
J.	TERMINATION AND SUSPENSION.....	27
30.	AUTHORITY TERMINATION RIGHTS	27
31.	SUSPENSION OF SUPPLIER'S APPOINTMENT	30
32.	CONSEQUENCES OF EXPIRY OR TERMINATION	30

K.	MISCELLANEOUS AND GOVERNING LAW	31
33.	COMPLIANCE.....	31
34.	ASSIGNMENT AND NOVATION.....	32
35.	WAIVER AND CUMULATIVE REMEDIES	33
36.	RELATIONSHIP OF THE PARTIES	33
37.	PREVENTION OF FRAUD AND BRIBERY.....	33
38.	CONFLICTS OF INTEREST	35
39.	SEVERANCE.....	35
40.	FURTHER ASSURANCES	35
41.	ENTIRE AGREEMENT	35
42.	THIRD PARTY RIGHTS	36
43.	NOTICES.....	36
44.	COMPLAINTS HANDLING.....	38
45.	DISPUTE RESOLUTION	38
46.	GOVERNING LAW AND JURISDICTION.....	38
47.	[NOT USED]	39

FRAMEWORK SCHEDULE 1: DEFINITIONS..... ERROR! BOOKMARK NOT DEFINED.

FRAMEWORK SCHEDULE 2: SERVICES AND KPIS..... ERROR! BOOKMARK NOT DEFINED.

FRAMEWORK SCHEDULE 3: FRAMEWORK PRICES AND CHARGING STRUCTURE ERROR!
BOOKMARK NOT DEFINED.

FRAMEWORK SCHEDULE 4: TEMPLATE CALL OFF TERMS.... **Error! Bookmark not defined.**

FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE . ERROR! BOOKMARK NOT DEFINED.

FRAMEWORK SCHEDULE 6: VARIATION FORM..... ERROR! BOOKMARK NOT DEFINED.

FRAMEWORK SCHEDULE 7: FRAMEWORK TENDER... ERROR! BOOKMARK NOT DEFINED.

FRAMEWORK SCHEDULE 8: FINANCIAL DISTRESS ERROR! BOOKMARK NOT DEFINED.

FRAMEWORK SCHEDULE 9: COMMERCIALLY SENSITIVE INFORMATION ERROR!
BOOKMARK NOT DEFINED.

FRAMEWORK SCHEDULE 10: DATA PROCESSING AND LIST OF SUB-PROCESSORS.. ERROR!
BOOKMARK NOT DEFINED.

FRAMEWORK SCHEDULE 11: DISPUTE RESOLUTION PROCEDURE ERROR! BOOKMARK
NOT DEFINED.

This Agreement is made on **07/09/2020**

BETWEEN:

(1) **THE COMMISSIONERS FOR HER MAJESTY'S REVENUE AND CUSTOMS** of 100 Parliament Street, Westminster, London SW1A 2BQ (the "**Authority**");

(2) **Biffa Waste Service Ltd** which is a company registered in England and Wales under company number 00946107 and whose registered office is at Coronation Road, Cressex, High Wycombe, HP12 3TZ (the "**Supplier**").

RECITALS:

A The Authority placed a contract notice 490850047 on **29/04/2020** (the "**Contract Notice**") in the Official Journal of the European Union seeking tenders from providers of Seized Goods Waste Disposal Services for the supply to the Authority and Other Contracting Bodies through a framework agreement (the "**Framework**") of the works, services and activities described in Framework Schedule 2 (Services and KPIs) ("**Waste Disposal Services**").

B On **01/05/2020** the Authority issued an invitation to tender (the "**Invitation to Tender**" or "**ITT**") for the provision of Waste Disposal Services.

C In response to the Invitation to Tender, the Supplier submitted a tender to the Authority on **09/06/2020** (set out in Framework Schedule 7 (Framework Tender)) (the "**Tender**") through which it represented to the Authority that it is capable of delivering Waste Disposal Services in accordance with the Authority's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to the Authority in the Tender in relation to its competence, professionalism and ability to provide the Waste Disposal Services in an efficient and cost effective manner.

D On the basis of the Tender, the Authority selected the Supplier to enter into a framework agreement for Lot 2. to provide the Waste Disposal Services to Contracting Bodies from time to time on a call off basis in accordance with this Framework Agreement.

E This Framework Agreement sets out the award and calling-off ordering procedure for purchasing the Waste Disposal Services which may be required by Contracting Bodies, the template terms and conditions for any Call Off Agreement which Contracting Bodies may enter into and the obligations of the Supplier during and after the Framework Period.

F It is the Parties' intention that there will be no obligation for any Contracting Body to award a Call Off Agreement under this Framework Agreement during the Framework Period.

IT IS AGREED as follows:

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 In this Framework Agreement, unless the context otherwise requires, and subject to Paragraph 1.1.2 below, capitalised expressions shall have the meanings set out in Framework Schedule 1 (Definitions) or the definition for that expression given in a Framework Schedule.
- 1.1.2 Paragraph 2.1 of Schedule 2 (Services and KPIs) relates to the services to be made available under a Call Off Agreement and, as such, unless the context otherwise required, capitalised expressions therein shall have the meanings set out in the Template Call Off Terms.
- 1.1.3 If a capitalised expression does not have an interpretation in Framework Schedule 1 (Definitions) or another Framework Schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.2 Interpretation

- 1.2.1 In this Framework Agreement, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) reference to a gender includes the other gender and the neuter;
 - (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - (e) the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - (f) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
 - (g) references to "representations" shall be construed as references to present facts; to "warranties" as references to present and future facts; and to "undertakings" as references to obligations under this Framework Agreement;
 - (h) save for Paragraph 2.1 of Schedule 2 (Services and KPIs) (which shall be references to the Template Call Off Terms) references to "Clauses", "Schedules" and "Framework Schedules" are,

unless otherwise provided, references to the clauses and schedules of this Framework Agreement and references in any Framework Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Framework Schedule or the part of the Framework Schedule in which the references appear;

- (i) any reference to this Framework Agreement includes Framework Schedule 1 (Definitions) and the Framework Schedules; and
 - (j) the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.
- 1.2.2 Subject to Clauses 1.2.3 and 1.2.4, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order of precedence:
- (a) the Clauses and Framework Schedule 1 (Definitions);
 - (b) Framework Schedules 1 to 6 and 8 to 11 inclusive;
 - (c) Framework Schedule 7 (Framework Tender).
- 1.2.3 If there is any conflict between the provisions of this Framework Agreement and provisions of any Call Off Agreement, the provisions of this Framework Agreement shall prevail, save that:
- (a) any refinement to the Template Call Off Terms permitted for the purposes of a Call Off Agreement under Clause 5 and Framework Schedule 5 (Call Off Procedure) shall prevail over Framework Schedule 4 (Template Call Off Terms);
 - (b) subject to Clause 1.2.4, the Call Off Agreement shall prevail over Framework Schedule 7 (Framework Tender).
- 1.2.4 Where Framework Schedule 7 (Framework Tender) contains provisions, which are more favourable to the Authority in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable to it in relation to this Framework Agreement.
- 1.2.5 In entering into this Framework Agreement, the Authority is acting as part of the Crown.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

- 2.1.1 the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance or its obligations under this Framework Agreement;
- 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy of the Due Diligence Information;
- 2.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Framework Commencement Date) and has entered into this Framework Agreement in reliance on its own due diligence alone;
- 2.1.4 it shall not be excused from the performance of any of its obligations under this Framework Agreement on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
 - (a) misrepresentation of the requirements of the Supplier in the Invitation to Tender or elsewhere; and/or
 - (b) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

3. SUPPLIER'S APPOINTMENT

3.1 The Authority hereby appoints the Supplier as a potential provider of the Waste Disposal Services and the Supplier shall be eligible to be considered for the award of a Call Off Agreement by the Authority and other Contracting Bodies during the Framework Period.

3.2 In consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its obligations under it the Authority agrees to pay and the Supplier agrees to accept on the signing of this Framework Agreement the sum of one pound (£1.00) sterling (receipt of which is hereby acknowledged by the Supplier).

4. SCOPE OF FRAMEWORK AGREEMENT

4.1 Without prejudice to Clause 42 (Third Party Rights), this Framework Agreement governs the relationship between the Authority and the Supplier in respect of the facilitation of Waste Disposal Services by the Supplier.

4.2 The Supplier acknowledges and agrees that:

- 4.2.1 there is no obligation whatsoever on the Authority or on any Other Contracting Body to invite or select the Supplier to provide any Waste Disposal Services and/or to purchase any Waste Disposal Services under this Framework Agreement; and
- 4.2.2 in entering into this Framework Agreement no form of exclusivity has been conferred on the Supplier nor volume or value guarantee granted by the Authority and/or other Contracting Bodies in relation to the provision of the Waste Disposal Services by the Supplier and that the Authority and other Contracting Bodies are at all times entitled to enter into other contracts or agreements with

other suppliers for the provision of any or all goods and/or services which are the same as or similar to the Waste Disposal Services.

4.3 In the event that any Other Contracting Body makes an approach to the Supplier with a request for the supply of Equivalent Waste Disposal Services, the Supplier shall promptly and in any event within five (5) Working Days of the request by the Other Contracting Body, and before any supply of Equivalent Waste Disposal Services is made, inform such Other Contracting Body of the existence of this Framework..

5. CALL OFF PROCEDURE

5.1 If the Authority or any Other Contracting Body decides to source any of the Waste Disposal Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Framework Period to award a Call Off Agreement for the Waste Disposal Services to the Supplier by following Framework Schedule 5 (Call Off Procedure).

5.2 The Supplier shall comply with the relevant provisions in Framework Schedule 5 (Call Off Procedure).

6. ASSISTANCE IN RELATED PROCUREMENTS

6.1 Where a Relevant Supplier is bidding to provide New Waste Disposal Services in circumstances where the Supplier or an Affiliate of the Supplier is already providing (or due to provide) Legacy Waste Disposal Services to a Contracting Body, the Supplier shall promptly provide the relevant Contracting Body and/or the Relevant Supplier with all reasonable information and assistance as may be required from time to time to enable the relevant Contracting Body and/or the Relevant Supplier, as appropriate, to:

6.1.1 carry out appropriate due diligence with respect to the provision of the New Waste Disposal Services;

6.1.2 effect a smooth transfer and/or inter-operation (as the case may be) between the Legacy Waste Disposal Services and the New Waste Disposal Services;

6.1.3 carry out a fair Further Competition Procedure for the New Waste Disposal Services; and

6.1.4 make a proper assessment as to the risk related to the New Waste Disposal Services.

6.2 When performing its obligations in Clause 6.1 the Supplier shall act consistently, applying principles of equal treatment and non-discrimination, with regard to requests for assistance from and dealings with each Relevant Supplier.

7. REPRESENTATIONS AND WARRANTIES

7.1 Each Party represents and warrants that:

7.1.1 it has full capacity and authority to enter into and to perform this Framework Agreement;

7.1.2 this Framework Agreement is executed by its duly authorised representative;

7.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or

arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Framework Agreement; and

- 7.1.4 its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

7.2 The Supplier represents and warrants that:

- 7.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 7.2.2 it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into and perform its obligations under this Framework Agreement;
- 7.2.3 it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to the Authority before the Framework Commencement Date;
- 7.2.4 its execution, delivery and performance of its obligations under this Framework Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;
- 7.2.5 as at the Framework Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation to its Tender, and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement;
- 7.2.6 as at the Framework Commencement Date, it has notified the Authority in writing of any Tax Non-Compliance;
- 7.2.7 it has and shall continue to have all necessary Intellectual Property Rights including in and to any materials made available by the Supplier (and/or any Sub-Contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Framework Agreement;
- 7.2.8 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the

Authority's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Authority and/or Other Contracting Bodies.

- 7.2.9 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement;
 - 7.2.10 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, have been or are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
 - 7.2.11 for the duration of this Framework Agreement and any Call-Off Agreements and for a period of twelve (12) Months after the termination or expiry of this Framework Agreement or, if later, any Call Off Agreement, the Supplier shall not employ or offer employment to any staff of the Authority or the staff of any Contracting Body who has been associated with the procurement and/or provision of the Waste Disposal Services without Approval or the prior written consent of the relevant Contracting Body which shall not be unreasonably withheld;
 - 7.2.12 in performing its obligations under this Framework Agreement and any Call Off Agreement, the Supplier shall not (to the extent possible in the circumstances) discriminate between Contracting Bodies on the basis of their respective sizes;
 - 7.2.13 neither the Supplier nor any of its officers, employees or other persons associated with it:
 - (a) has been convicted of any offence involving slavery and human trafficking; and
 - (b) having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
- 7.3 Each of the representations and warranties set out in Clauses 7.1 and 7.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Framework Agreement.
- 7.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 7.1 and 7.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 7.5 The fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of the breach of that provision by the Supplier which constitutes a material Default of this Framework Agreement.

7.6 Each time that a Call Off Agreement is entered into, the warranties and representations in Clauses 7.1 and 7.2 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time.

8. GUARANTEE

8.1 [NOT USED]

8.2 [NOT USED]

8.3 Where a Contracting Body notifies the Supplier that the award of a Call Off Agreement by that Contracting Body shall be conditional upon receipt of a valid Parent Company Guarantee, then, on or prior to the execution of that Call Off Agreement the Supplier shall deliver to the Contracting Body:

8.3.1 an executed Parent Company Guarantee from the Parent Company;
and

8.3.2 a certified copy extract of the board minutes and/or resolution of the Parent Company approving the execution of the Parent Company Guarantee.

8.4 The Contracting Body may in its sole discretion at any time agree to waive compliance with the requirement in Clause 8.3 by giving the Supplier notice in writing.

B. DURATION OF FRAMEWORK AGREEMENT

9. FRAMEWORK PERIOD

9.1 This Framework Agreement shall take effect on the Framework Commencement Date and shall expire at the end of the fourth (4th) Contract Year, unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law.

C. FRAMEWORK AGREEMENT PERFORMANCE

10. FRAMEWORK AGREEMENT PERFORMANCE

10.1 The Supplier shall perform its obligations under this Framework Agreement in accordance with:

10.1.1 The requirements of this Framework Agreement;

10.1.2 the terms and conditions of any Call Off Agreement it has entered into;

10.1.3 Good Industry Practice;

10.1.4 all applicable Standards; and

10.1.5 all applicable Law.

10.2 The Supplier shall bring to the attention of the Authority any conflict between any of the requirements of Clause 10.1 and shall comply with the Authority's decision on the resolution of any such conflict.

10.3 In performing its obligations under this Framework Agreement, the Supplier shall:

- 10.3.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- 10.3.2 have and maintain throughout the term of this Framework Agreement its own policies and procedures to ensure its compliance;
- 10.3.3 include in its contracts with all Sub-Contractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 10.3; and
- 10.3.4 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

11. KEY PERFORMANCE INDICATORS

- 11.1 The Supplier shall at all times during the Framework Period comply with the Key Performance Indicators and achieve the KPI Targets set out in Part B of Framework Schedule 2 (Services and KPIs).

12. STANDARDS

- 12.1 The Supplier shall comply with the Standards at all times during the performance by the Supplier of the Framework Agreement and any Call Off Agreement, including the Standards set out in Part A of Framework Schedule 2 (Services and KPIs).
- 12.2 Throughout the Framework Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by a Contracting Body under a Call Off Agreement, of the Waste Disposal Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.
- 12.3 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or a Contracting Body's receipt under a Call Off Agreement for the Waste Disposal Services is explained to the Authority and the Contracting Body (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.
- 12.4 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Framework Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require Approval and shall be implemented within an agreed timescale.
- 12.5 Where a Standard, policy or document is referred to in Framework Schedule 2 (Services and KPIs) by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall agree the impact of such change.

13. [NOT USED]

14. CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT

- 14.1 The Supplier shall perform all its obligations under all Call Off Agreements entered into with the Authority or any Other Contracting Body:
 - 14.1.1 in accordance with the requirements of this Framework Agreement;
and
 - 14.1.2 in accordance with the terms and conditions of the respective Call Off Agreements.
- 14.2 The Supplier shall draw any conflict in the application of any of the requirements of Clauses 14.1.1 and 14.1.2 to the attention of the relevant Authority or any Other Contracting Body and shall comply with the Authority's decision on the resolution of any such conflict at the Supplier's cost.

D. FRAMEWORK AGREEMENT GOVERNANCE

15. [NOT USED]

16. RECORDS AND AUDIT ACCESS

- 16.1 The Supplier shall keep and maintain, until the later of:
 - 16.1.1 seven (7) years after the date of termination or expiry of this Framework Agreement; or
 - 16.1.2 seven (7) years after the date of termination or expiry of the last Call-Off Agreement; or
 - 16.1.3 such other date as may be agreed between the Parties,full and accurate records and accounts of the operation of this Framework Agreement, including the Call-Off Agreements entered into with Contracting Bodies, the Waste Disposal Services provided pursuant to the Call-Off Agreements, and the amounts paid by each Contracting Body under the Call-Off Agreements.
- 16.2 The Supplier shall keep the records and accounts referred to in Clause 16.1 in accordance with Good Industry Practice and Law.
- 16.3 **[NOT USED]**
- 16.4 **[NOT USED]**
- 16.5 **[NOT USED]**
- 16.6 The Supplier shall afford any Auditor access to the records and accounts referred to in Clause 16.1 at the Supplier's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Auditors from time to time, in order that the Auditor may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Framework Agreement, including for the following purposes to:
 - 16.6.1 verify the accuracy of the Charges and any other amounts payable by a Contracting Body under a Call Off Agreement (including proposed or actual variations to them in accordance with this Framework Agreement);

- 16.6.2 verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
 - 16.6.3 **[NOT USED];**
 - 16.6.4 verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
 - 16.6.5 identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - 16.6.6 identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Parent Company and/or any Sub-Contractor or their ability to perform the Services;
 - 16.6.7 obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - 16.6.8 review any books of account and the internal contract management accounts kept by the Supplier in connection with this Framework Agreement;
 - 16.6.9 carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - 16.6.10 enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 16.6.11 **[NOT USED];**
 - 16.6.12 **[NOT USED];**
 - 16.6.13 review the integrity, confidentiality and security of the Authority Personal Data; and/or
 - 16.6.14 receive from the Supplier on request summaries of all central government public sector expenditure placed with the Supplier including through routes outside the Framework in order to verify that the Supplier's practice is consistent with the Government's transparency agenda which requires all public sector bodies to publish details of expenditure on common goods and services.
- 16.7 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Waste Disposal Services pursuant to any Call Off Agreement, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of the Authority.
- 16.8 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:

16.8.1 all information within the scope of the Audit requested by the Auditor;

16.8.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Waste Disposal Services; and

16.8.3 access to the Supplier Personnel.

16.9 [NOT USED]

16.10 [NOT USED]

16.11 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause.

17. CHANGE

17.1 Variation Procedure

17.1.1 Subject to the provisions of this Clause 17 and, in respect of any change to the Framework Prices, subject to the provisions of Framework Schedule 3 (Framework Prices and Charging Structure), the Authority may request a variation to this Framework Agreement provided that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

17.1.2 The Authority may request a Variation by completing and sending the Variation Form as set out in Framework Schedule 6 (Variation Form) to the Supplier giving sufficient information for the Supplier to assess the extent of the proposed Variation and any additional cost that may be incurred.

17.1.3 The Supplier shall respond to the Authority's request pursuant to Clause 17.1.2 within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Authority having regard to the nature of the proposed Variation.

17.1.4 In the event that the Supplier is unable to agree to or provide the Variation and/or the Parties are unable to agree a change to the Framework Prices that may be included in a request for a Variation or response to it as a consequence thereof, the Authority may at its sole discretion and acting in its interest only:

- (a) agree to continue to perform its obligations under this Framework Agreement without the Variation; or
- (b) terminate this Framework Agreement with immediate effect.

17.2 Legislative Change

17.2.1 The Supplier shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase of the Framework Prices as the result of:

- (a) a General Change in Law; or

- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Waste Disposal Services is reasonably foreseeable at the Framework Commencement Date.

17.2.2 If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 17.2.1(b)), the Supplier shall:

- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Waste Disposal Services, the Framework Prices or this Framework Agreement; and
- (b) provide the Authority with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Waste Disposal Services; and
 - (iii) **[NOT USED]**

17.2.3 Any change in the Framework Prices or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 17.2.1(b)) shall be implemented in accordance with Clause 17.1 (Variation Procedure).

E. TAXATION AND FINANCIAL DISTRESS

18. [NOT USED]

19. PROMOTING TAX COMPLIANCE

19.1 If, at any point during the Framework Period, there is Tax Non-Compliance, the Supplier shall:

19.1.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

19.1.2 promptly provide to the Authority:

- (a) details of the steps that the Supplier is taking to address the Tax Non-Compliance, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Tax Non-Compliance as the Authority may reasonable require.

19.2 In the event that the Supplier fails to comply with this Clause 19 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable, then the Authority reserves the right to terminate this Framework Agreement for material Default.

20. [NOT USED]

21. FINANCIAL DISTRESS

- 21.1 The Parties shall comply with the provisions of Framework Schedule 8 (Financial Distress) in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.

F. SUPPLY CHAIN MATTERS

22. SUPPLY CHAIN RIGHTS AND PROTECTION

22.1 Appointment of Sub-Contractors

22.1.1 Where during the Framework Period the Supplier wishes to enter into a new Sub-Contract, it must:

- (a) as a pre-condition to commencing a tender for such work and/or entering into a new Sub-Contract obtain the prior written consent of the Authority. At the time of requesting such consent, the Supplier shall provide the information detailed in Clause 22.1.2. The decision of the Authority to consent or not shall be at its entire discretion, acting in its interest only; and
- (b) in any event obtain at least three quotes from proposed Sub-Contractors or where not practical, provide quotes benchmarked against rates over the previous 12 months.

22.1.2 The Supplier shall provide the Authority with the following information in respect of the proposed Sub-Contractor:

- (a) the proposed Sub-Contractor's name, registered office and company registration number;
- (b) the scope/description of any Waste Disposal Services to be provided by the proposed Sub-Contractor;
- (c) where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-Contract has been agreed on "arm's-length" terms;
- (d) Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Period; and
- (e) Credit Rating Threshold (as defined in Framework Schedule 8 (Financial Distress)) of the Sub-Contractor.

22.1.3 If requested by the Authority, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Clause 22.1.2, the Supplier shall also provide:

- (a) a copy of the proposed Sub-Contract; and
- (b) any further information reasonably requested by the Authority.

22.1.4 The Supplier shall ensure that each new or replacement Sub-Contract shall include:

- (a) provisions which will enable the Supplier to discharge its obligations under this Framework Agreement;
- (b) a right under CRTPA for the Authority to enforce any provisions under the Sub-Contract which confer a benefit upon the Authority;

- (c) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-Contract to the Authority;
- (d) obligations no less onerous on the Sub-Contractor than those imposed on the Supplier under this Framework Agreement in respect of:
 - (i) the data protection requirements set out in Clause 24.5 (Protection of Personal Data);
 - (ii) the FOIA requirements set out in Clause 24.4 (Freedom of Information);
 - (iii) the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 25 (Publicity and Branding);
 - (iv) the keeping of records in respect of the goods and/or services being provided under the Sub-Contract; and
 - (v) the conduct of audits set out in Clause 16 (Records and Audit Access);
 - (vi) provisions enabling the Supplier to terminate the Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under Clauses 30 (Authority Termination Rights) and 32 (Consequences of Expiry or Termination) of this Framework Agreement;
 - (vii) anti-slavery and human trafficking provisions; and
- (e) a provision restricting the ability of the Sub-Contractor to Sub-Contract all or any part of the provision of the Waste Disposal Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Authority.

22.2 Supply Chain Protection

22.2.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- (a) requiring the Supplier to pay any undisputed sums which are due from the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and
- (b) a right for the Authority to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

22.2.2 The Supplier shall pay any undisputed sums which are due from the Supplier to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice.

22.2.3 Notwithstanding any provision of Clauses 24.2 (Confidentiality) and 25 (Publicity and Branding), if the Supplier notifies the Authority that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late payment or non-payment (including on government websites and in the press).

22.3 Termination of Sub-Contracts

22.3.1 The Authority may require the Supplier to terminate a Sub-Contract where:

- (a) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Authority's right of termination pursuant to any of the termination events in Clause 30 (Authority Termination Rights) except Clause 30.6 (Termination Without Cause); and/or
- (b) the relevant Sub-Contractor or its Affiliates embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Waste Disposal Services or otherwise; and/or
- (c) there is a Change of Control of the relevant Sub-Contractor, unless:
 - (i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within six (6) Months of the later of the date the Change of Control took place or the date on which the Authority was given notice of the Change of Control.

22.3.2 Where the Authority requires the Supplier to terminate a Sub-Contract pursuant to Clause 22.3.1 above, the Supplier shall remain responsible for fulfilling all its obligations under this Framework Agreement including the provision of the Waste Disposal Services.

22.4 [NOT USED]

22.5 Retention of Legal Obligations

22.5.1 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 22, the Supplier 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.

G. INTELLECTUAL PROPERTY AND INFORMATION

23. INTELLECTUAL PROPERTY RIGHTS

23.1 Allocation of title to IPR

23.1.1 Save as granted under this Framework Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.

23.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 23.1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

23.1.3 Subject to Clause 23.1.4, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

23.1.4 Subject to full compliance with the Branding Guidance, the Supplier shall be entitled to use the Authority's logo exclusively in connection with the provision of the Waste Disposal Services during the Framework Period and for no other purpose.

23.2 IPR Indemnity

23.2.1 The Supplier shall ensure and procure that the availability, provision and use of the Waste Disposal Services and the performance of the Supplier's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.

23.2.2 The Supplier shall, during and after the Framework Period, on written demand, indemnify as a debt the Authority against all Losses incurred by, awarded against or agreed to be paid by the Authority (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

23.2.3 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:

- (a) procure for the Authority the right to continue using the relevant item which is subject to the IPR Claim; or
- (b) replace or modify the relevant item with non-infringing substitutes provided that:

- (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
- (ii) the replaced or modified item does not have an adverse effect on any other Waste Disposal Services;
- (iii) there is no additional cost to the Authority; and
- (iv) the terms and conditions of this Framework Agreement shall apply to the replaced or modified Waste Disposal Services.

23.2.4 If the Supplier elects to procure a licence in accordance with Clause 23.2.3(a) or to modify or replace an item pursuant to Clause 23.2.3(b), but this has not avoided or resolved the IPR Claim, then:

- (a) the Authority may terminate this Framework Agreement by written notice with immediate effect; and
- (b) without prejudice to the indemnity set out in Clause 23.2.2, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

24. PROVISION AND PROTECTION OF INFORMATION

24.1 [NOT USED]

24.2 Confidentiality

24.2.1 For the purposes of this Clause 24.2, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.

24.2.2 Except to the extent set out in this Clause 24.2 or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:

- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
- (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the Disclosing Party's prior written consent;
- (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and
- (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

24.2.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 24.4 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
- (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Framework Agreement;
 - (ii) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of its resources; or
 - (iii) the conduct of a Central Government Body review in respect of this Framework Agreement; or
- (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

24.2.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably

practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

24.2.5 Subject to Clauses 24.2.2 and 24.2.3, the Supplier may only disclose the Confidential Information of the Authority on a confidential basis to:

- (a) Supplier Personnel who are directly involved in the provision of the Waste Disposal Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Framework Agreement; and
- (b) its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.

24.2.6 Where the Supplier discloses the Confidential Information of the Authority pursuant to Clause 24.2.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Framework Agreement by the persons to whom disclosure has been made.

24.2.7 The Authority may disclose the Confidential Information of the Supplier:

- (a) to any Central Government Body or Other Contracting Body on the basis that the information may only be further disclosed to Central Government Bodies or Other Contracting Bodies;
- (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 24.2.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or
- (f) to a proposed transferee, assignee or novatee of, or successor in title to the Authority,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 24.2.7.

24.2.8 The Confidential Information that the Authority may disclose under Clause 24.2.7 shall include information relating to a Call Off Agreement, including service levels, pricing information (which

includes information on prices tendered in a Further Competition Procedure, even where such a Further Competition Procedure does not result in the award of a Call Off Agreement) and the terms of any Call Off Agreement may be shared with any Central Government Body or Other Contracting Body from time to time.

24.2.9 Nothing in this Clause 24.2 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

24.2.10 In the event that the Supplier fails to comply with Clauses 24.2.2 to 24.2.5, the Authority reserves the right to terminate this Framework Agreement for material Default.

24.3 Transparency

24.3.1 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 Framework Agreement is not Confidential Information. The Authority shall determine whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

24.3.2 Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for the Authority to publish this Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Framework Agreement agreed from time to time.

24.3.3 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Framework Agreement.

24.4 Freedom of Information

24.4.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
- (b) transfer to the Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in the Supplier's possession or control in the form that the Authority requires within five (5) Working Days (or such other

period as the Authority may reasonably specify) of the Authority's request for such Information; and

- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

24.4.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) for the purpose of this Framework Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

24.5 Protection of Personal Data

24.5.1 Notwithstanding that pursuant to Clause 24.5.1 Schedule 10 (Data Processing and List of Sub-processors) does not have effect, where a capitalised expression in this Framework Agreement appears in the list of definitions in Schedule 10 (Data Processing and List of Sub-processors) that meaning shall apply to the expression used in this Framework Agreement.

24.5.2 Where any Personal Data is Processed in connection with the exercise of the Parties' rights and obligations under this Framework Agreement, the Parties acknowledge that Schedule 10 (Data Processing and List of Sub-processors) shall have effect.

25. PUBLICITY AND BRANDING

25.1 The Supplier shall not:

25.1.1 make any press announcements or publicise this Framework Agreement in any way; or

25.1.2 use the Authority's name or brand in any promotion or marketing or announcement of Orders,

without the prior written Approval of the Authority.

25.2 Each Party acknowledges to the other that nothing in this Framework Agreement either expressly or by implication constitutes an approval and/or endorsement of any products or services of the other Party (including the Waste Disposal Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.

25.3 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Authority, including any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

26. [NOT USED]

H. LIABILITY AND INSURANCE

27. LIABILITY

- 27.1 Neither Party excludes or limits its liability for:
- 27.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
 - 27.1.2 bribery or Fraud by it or its employees; or
 - 27.1.3 any liability to the extent it cannot be excluded or limited by Law.
- 27.2 The Supplier does not exclude or limit its liability in respect of the indemnity of clause 23.2 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.
- 27.3 Subject to Clauses 27.1 and 27.2, each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement as a result of Defaults or Authority Cause (as the case may be) shall in no event exceed in relation to any one Default or Authority Cause (as the case may be) the sum of one hundred thousand pounds (£100,000).
- 27.4 Subject to Clause 27.1, neither Party shall be liable to the other Party for any:
- 27.4.1 indirect, special or consequential Loss;
 - 27.4.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 27.5 Subject to Clause 27.3, and notwithstanding Clause 27.4, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:
- 27.5.1 [NOT USED];
 - 27.5.2 any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - 27.5.3 any wasted expenditure or charges;
 - 27.5.4 the additional cost of procuring Replacement Waste Disposal Services for the remainder of the Framework Period, which shall include any incremental costs associated with such Replacement Waste Disposal Services above those which would have been payable under this Framework Agreement;
 - 27.5.5 any compensation or interest paid to a third party by the Authority; and
 - 27.5.6 any fine, penalty or costs incurred by the Authority pursuant to Law.
- 27.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.

27.7 [NOT USED].

27.8 For the avoidance of doubt, the Parties acknowledge and agree that this Clause 27 shall not limit the Supplier's liability to a Contracting Body under any Call Off Agreement. The Supplier's liability under a Call Off Agreement shall be as provided for in that Call Off Agreement only.

28. INSURANCE

28.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Framework Agreement and any Call Off Agreement, and shall procure that Sub-Contractors shall effect and maintain insurances in relation to the performance of their obligations under any Sub-Contract, in accordance with the requirements of any Call Off Agreement entered into.

28.2 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under this Framework Agreement or any Call Off Agreement.

I. ESCALATION PROCEDURE

29. ESCALATION PROCEDURE

29.1 If at any time, acting reasonably, the Authority considers that the Supplier is:

29.1.1 not likely to achieve any KPI target;

29.1.2 in material breach or likely to be in material breach of this Framework Agreement; or

29.1.3 in material breach or likely to be in material breach of any Call-Off Agreement,

(each event shall be referred to as a "Non-Compliance"),

then the Authority shall be entitled to write to the Supplier requiring the Supplier to produce a document explaining the position with regard to the Non-Compliance in question and setting out the Supplier's Action Plan to ensure future compliance, including a timetable for the same (a "Draft Supplier Performance Improvement Plan").

29.2 The Supplier shall within five days of receiving a written request to produce a Draft Supplier Performance Improvement Plan provide the same to the Authority. The Authority shall be entitled to make reasonable comments and suggestions on the Draft Supplier Performance Improvement Plan, which the Supplier shall incorporate into the Supplier Performance Improvement Plan and send to the Authority within one week of receipt (the "Supplier Performance Improvement Plan").

29.3 Once the Supplier Performance Improvement Plan is finalised in accordance with clause 29.2, the Supplier shall, until such time that the Authority, acting reasonably, is satisfied that the Supplier is likely to rectify the Non-Compliance in question:

29.3.1 comply with the Supplier Performance Improvement Plan; and

29.3.2 submit an updated Supplier Performance Improvement Plan every four weeks.

- 29.4 If after twelve weeks from the date of the Supplier's submission of the draft Supplier Performance Improvement Plan, the Authority still (acting reasonably) considers that the Supplier is not likely to rectify any Non-Compliance, the Authority shall be entitled, acting in its interests only and at its sole discretion, to:
- 29.4.1 escalate the matter to the [Chief Executive] of the Authority and the [Chief Executive] of the Supplier. The [Chief Executives], acting reasonably, shall together seek to agree the steps the Supplier must take with a view to persuading the Authority, acting reasonably, that it is satisfied the Supplier is likely to rectify the Non-Compliance in question; and / or
 - 29.4.2 prevent the Supplier from bidding for further Call Off Agreements.
- 29.5 If after twelve weeks from the date of any meeting between the [Chief Executives] under clause 29.4.1, the Authority considers, at its sole discretion and acting in its interests only, that the Supplier is not likely to rectify the Non-Compliance in question, it shall be entitled to terminate this agreement for Material Default.

J. TERMINATION AND SUSPENSION

30. AUTHORITY TERMINATION RIGHTS

30.1 Termination in Relation To Guarantee

30.1.1 [NOT USED]

30.1.2 Where the Supplier is required to procure a Parent Company Guarantee pursuant to Clause 8.3 (Guarantee), the Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:

- (a) the Parent Company withdraws the Parent Company Guarantee for any reason whatsoever;
- (b) the Parent Company is in breach or anticipatory breach of the Parent Company Guarantee;
- (c) an Insolvency Event occurs in respect of the Parent Company;
- (d) the Parent Company Guarantee becomes invalid or unenforceable for any reason whatsoever;

and in each case the Parent Company Guarantee is not replaced by an alternative guarantee agreement acceptable to the Contracting Body;
or

- (e) the Supplier fails to provide the documentation required by Clause 8.3 by the date so specified by the Contracting Body.

30.2 Termination on Material Default

30.2.1 The Authority may terminate this Framework Agreement for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier fails to accept a Call Off Agreement pursuant to paragraph **Error! Reference source not found.** of Framework Schedule 5 (Call Off Procedure);
- (b) a Contracting Body terminates a Call Off Agreement for the Supplier's breach of that Call Off Agreement;
- (c) **[NOT USED]**Supplier;
- (d) **[NOT USED]**;Supplier
- (e) **[NOT USED]**;
- (f) the Authority expressly reserves the right to terminate this Framework Agreement for material Default including pursuant to:
 - (i) Clause 17.1.4(b) (Variation Procedure);
 - (ii) Clause 24.2.10 (Confidentiality);
 - (iii) Clause 37.6.2 (Prevention of Fraud and Bribery);
 - (iv) Clause 33.1.2 (Compliance);
 - (v) Clause 38.3 (Conflicts of Interest);
 - (vi) **[NOT USED]** and/or
 - (vii) anywhere that is stated in this Framework Agreement that the Supplier by its act or omission will have committed a material Default;
 - (g) the Supplier commits a material Default of any of the following Clauses or Framework Schedules:
 - (i) Clause 7 (Representations and Warranties) except Clause 7.2.6;
 - (ii) Clause 10 (Framework Agreement Performance);
 - (iii) Clause 16 (Records and Audit Access);
 - (iv) **[NOT USED]**;
 - (v) Clause 19 (Promoting Tax Compliance);
 - (vi) Clause 22 (Supply Chain Rights and Protection);
 - (vii) **[NOT USED]**;
 - (viii) Clause 24.4 (Freedom of Information);
 - (ix) Clause 24.5 (Protection of Personal Data); and/or
 - (x) Paragraph 4.2 of Part B of Framework Schedule 2 (Services and KPIs).
 - (h) the representation and warranty given by the Supplier pursuant to Clause 7.2.6 is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable;
 - (i) the Supplier commits any material Default which is not, in the reasonable opinion of the Authority, capable of remedy; and/or
 - (j) the Supplier commits a Default, including a material Default, which in the opinion of the Authority is remediable but has not

remedied such Default to the satisfaction of the Authority within twenty (20) Working Days, or such other period as may be specified by the Authority, after issue of a written notice from the Authority to the Supplier specifying the remediable Default and requesting it to be remedied in accordance with any instructions of the Authority.

30.3 Termination in Relation to Financial Standing

30.3.1 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where either:

- (a) Paragraph 14 of Schedule 8 (Financial Distress) applies; or,
- (b) in the reasonable opinion of the Authority there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:
 - (i) adversely impacts on the Supplier's ability to supply the Waste Disposal Services under this Framework Agreement; or
 - (ii) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Waste Disposal Services under this Framework Agreement.

30.4 Termination on Insolvency

30.4.1 The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

30.5 Termination on Change of Control

30.5.1 The Supplier shall notify the Authority immediately if the Supplier is intending to undergo, undergoes or has undergone a Change of Control and provided this does not contravene any Law, shall notify the Authority immediately in writing of the circumstances suggesting and/or explaining that a Change of Control is planned or is in contemplation or has taken place. The Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is planned or is in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware that a Change of Control is planned or is in contemplation or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

30.6 Termination Without Cause

30.6.1 The Authority shall have the right to terminate this Framework Agreement at any time after the Framework Commencement Date by giving at least three (3) Months' written notice to the Supplier.

30.7 Partial Termination

30.7.1 Where the Authority has the right to terminate this Framework Agreement, the Authority is entitled to terminate all or part of this Framework Agreement pursuant to this Clause 30.7 provided always that, if the Authority elects to terminate this Framework Agreement in part, the parts of this Framework Agreement not terminated or suspended can, in the Authority's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Framework Agreement.

30.7.2 The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 17.1 (Variation Procedure) including the effect that the partial termination may have on the on the provision of any other Waste Disposal Services and the Framework Prices provided that:

- (a) the Supplier shall not be entitled to an increase in the Framework Prices in respect of the Waste Disposal Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer's termination rights under Clause 30 (Authority Termination Rights) with the exception of Clause 30.6 (Termination Without Cause); and
- (b) the Supplier shall not be entitled to reject the Variation.

31. SUSPENSION OF SUPPLIER'S APPOINTMENT

- 31.1 If the Authority is entitled to terminate this Framework Agreement pursuant to Clause 30 (Authority Termination Rights), the Authority may instead elect in its sole discretion to suspend the Supplier's ability to accept Orders under this Framework Agreement by giving notice in writing to the Supplier, and the Supplier agrees that it shall not be entitled to enter into any new Call Off Agreement during the period specified in the Authority's notice.
- 31.2 Any suspension under Clause 31.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Authority.
- 31.3 The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Call Off Agreement concluded prior to the suspension notice.
- 31.4 If the Authority provides notice to the Supplier in accordance with this Clause 31.1, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.
- 31.5 For the avoidance of doubt, no period of suspension under this Clause 31 shall result in an extension of the Framework Period.

32. CONSEQUENCES OF EXPIRY OR TERMINATION

- 32.1 Notwithstanding the service of a notice to terminate this Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this Clause 32.
- 32.2 Termination or expiry of this Framework Agreement shall not cause any Call Off Agreement to terminate automatically. All Call Off Agreements shall remain in

force unless and until they are terminated or expire in accordance with the provisions of the Call Off Agreement.

- 32.3 If the Authority terminates this Framework Agreement under Clause 30.2 (Termination on Material Default) and then makes other arrangements for the supply of the Waste Disposal Services to Contracting Bodies, the Supplier shall indemnify the Authority in full as a debt upon demand for the cost of procuring, implementing and operating any alternative or replacement goods and/or services for the Waste Disposal Services and no further payments shall be payable by the Authority until the Authority has established and recovered from the Supplier the full amount of such cost.
- 32.4 Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to the Authority any and all of the Authority's Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information to the extent reasonably necessary to comply with its obligations under this Framework Agreement or under any Law, for a period of up to twelve (12) Months (or such other period as Approved by the Authority and is reasonably necessary for such compliance).
- 32.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
- 32.6 Termination or expiry of this Framework Agreement shall be without prejudice to the survival of any provision of this Framework Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry of this Framework Agreement, including the provisions of:
- 32.6.1 Clauses 1 (Definitions and Interpretation), 7 (Representations and Warranties), 10 (Framework Agreement Performance), 16 (Records and Audit Access), 21 (Financial Distress), 23 (Intellectual Property Rights), 24.2 (Confidentiality), 24.3 (Transparency), 24.4 (Freedom of Information), 24.5 (Protection of Personal Data), 27 (Liability), 28 (Insurance), 32 (Consequences of Expiry or Termination), 33 (Compliance), 35 (Waiver and Cumulative Remedies), 37 (Prevention of Fraud and Bribery), 39 (Severance), 41 (Entire Agreement), 42 (Third Party Rights), 43 (Notices), 44 (Complaints Handling), 45 (Dispute Resolution) and 46 (Governing Law and Jurisdiction); and
 - 32.6.2 Framework Schedules 2 (Services and KPIs), 3 (Framework Prices and Charging Structure), 7 (Framework Tender), 8 (Financial Distress) and 9 (Commercially Sensitive Information).

K. MISCELLANEOUS AND GOVERNING LAW

33. COMPLIANCE

33.1 Compliance with Law

- 33.1.1 The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.

33.1.2 In the event that the Supplier or the Supplier Personnel fails to comply with Clause 33.1.1, this shall be deemed to be a material Default and the Authority reserves the right to terminate this Framework Agreement by giving notice in writing to the Supplier.

33.2 Equality and Diversity

33.2.1 The Supplier shall:

- (a) perform its obligations under this Framework Agreement (including those in relation to the provision of the Waste Disposal Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - (ii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law;
- (b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

33.3 Official Secrets Act and Finance Act

33.3.1 The Supplier shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

34. ASSIGNMENT AND NOVATION

- 34.1 The Supplier shall not assign, novate, or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Framework Agreement or any part of it without Approval.
- 34.2 The Authority may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Framework Agreement or any part thereof to:
 - 34.2.1 any Other Contracting Body; or
 - 34.2.2 any Central Government Body or other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
 - 34.2.3 any private sector body which substantially performs the functions of the Authority.
- 34.3 A change in the legal status of the Authority such that it ceases to be a Contracting Body shall not, subject to Clause 34.4 affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the Authority.
- 34.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Framework Agreement to a body which is not a Contracting Body or if a body which is not a Contracting Body succeeds the

Authority (both “Transferee” in the rest of this Clause) the right of termination of the Authority in Clause 30.4 (Termination on Insolvency) shall be available to the Supplier in the event of the insolvency of the Transferee (as if the references to Supplier in Clause 30.4 (Termination on Insolvency)) and to Supplier in the definition of Insolvency Event were references to the Transferee.

35. WAIVER AND CUMULATIVE REMEDIES

- 35.1 The rights and remedies under this Framework Agreement may be waived by the Authority only by notice in accordance with Clause 43 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by the Authority in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.
- 35.2 Unless otherwise provided in this Framework Agreement, rights and remedies under this Framework Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

36. RELATIONSHIP OF THE PARTIES

- 36.1 Except as expressly provided otherwise in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Parties pursuant to this Framework Agreement, shall create a partnership, joint venture or relationship of Authority and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

37. PREVENTION OF FRAUD AND BRIBERY

- 37.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Framework Commencement Date:
 - 37.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 37.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 37.2 The Supplier shall not during the Framework Period:
 - 37.2.1 commit a Prohibited Act; and/or
 - 37.2.2 do or suffer anything to be done which would cause the Authority or any of the Authority’s employees, consultants, Suppliers, sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 37.3 The Supplier shall during the Framework Period:
 - 37.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the

- Relevant Requirements and prevent the occurrence of a Prohibited Act;
- 37.3.2 keep appropriate records of its compliance with its obligations under Clause 37.3.1 and make such records available to the Authority on request;
 - 37.3.3 if so required by the Authority, within twenty (20) Working Days of the Framework Commencement Date, and annually thereafter, certify in writing to the Authority, the compliance with this Clause 37.3 of all persons associated with the Supplier or its Sub-Contractors who are responsible for supplying the Waste Disposal Services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request; and
 - 37.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Authority on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.
- 37.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 37.1, or has reason to believe that it has or any of the Supplier Personnel has:
- 37.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 37.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 37.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.
- 37.5 If the Supplier makes a notification to the Authority pursuant to Clause 37.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 16 (Records and Audit Access).
- 37.6 If the Supplier breaches Clause 37.1, the Authority may by notice:
- 37.6.1 require the Supplier to remove from the performance of this Framework Agreement any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
 - 37.6.2 immediately terminate this Framework Agreement for material Default.
- 37.7 Any notice served by the Authority under Clause 37.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to

take (including, where relevant, the date on which this Framework Agreement shall terminate).

38. CONFLICTS OF INTEREST

- 38.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Personnel are placed in a position where (in the reasonable opinion of the Authority) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Personnel and the duties owed to the Authority and Other Contracting Bodies under the provisions of this Framework Agreement or any Call Off Agreement.
- 38.2 The Supplier shall promptly notify and provide full particulars to the Authority or the relevant Other Contracting Body if such conflict referred to in Clause 38.1 arises or may reasonably be foreseen as arising.
- 38.3 The Authority reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Framework Agreement or any Call Off Agreement. The action of the Authority pursuant to this Clause 38 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

39. SEVERANCE

- 39.1 If any provision of this Framework Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Framework Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Framework Agreement shall not be affected.
- 39.2 In the event that any deemed deletion under Clause 39.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or materially alters the balance of risks and rewards in this Framework Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Framework Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Framework Agreement and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.
- 39.3 If the Parties are unable to resolve any Dispute arising under this Clause 39 within twenty (20) Working Days of the date of the notice given pursuant to Clause 39.2, this Framework Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Framework Agreement is terminated pursuant to this Clause 39.

40. FURTHER ASSURANCES

- 40.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Framework Agreement.

41. ENTIRE AGREEMENT

- 41.1 This Framework Agreement constitutes the entire agreement between the Parties in respect of the subject matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 41.2 Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.
- 41.3 Nothing in this Clause 41 shall exclude any liability in respect of misrepresentations made fraudulently.

42. THIRD PARTY RIGHTS

- 42.1 The provisions of:
 - 42.1.1 Clauses: 4 (Scope of Framework Agreement), 5 (Call Off Procedure), 6 (Assistance in Related Procurements), 7 (Representations and Warranties), 8 (Guarantee), 14 (Call Off Performance Under Framework Agreement), 16 (Records and Audit Access), 24.5 (Protection of Personal Data) and this Clause 42 (Third Party Rights); and
 - 42.1.2 Framework Schedules 3 (Framework Prices and Charging Structure), 5 (Call Off Procedure) and 7 (Framework Tender),(together “**Third Party Provisions**”) confer benefits on persons named in such provisions other than the Parties (each such person a “**Third Party Beneficiary**”) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.
- 42.2 Subject to Clause 42, a person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the CRTPA but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.
- 42.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without Approval, which may, if given, be given on and subject to such terms as the Authority may determine.
- 42.4 Any amendments or modifications to this Framework Agreement may be made, and any rights created under Clause 42 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.
- 42.5 The Authority may act as agent and trustee for each Third Party Beneficiary and/or enforce on behalf of that Third Party Beneficiary any Third Party Provision and/or recover any Loss suffered by that Third Party Beneficiary in connection with a breach of any Third Party Provision.

43. NOTICES

- 43.1 Except as otherwise expressly provided within this Framework Agreement, any notices issued under this Framework Agreement must be in writing. Subject to clause 43.3, an e-mail is accepted as being "in writing".
- 43.2 Subject to Clause 43.3, the following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clause 43.3)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

43.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 43.2:

43.3.1 any Termination Notice under Clause 30 (Authority Termination Rights), including in respect of partial termination;

43.3.2 any notice in respect of:

- (a) Suspension of Supplier's appointment (Clause 31)
- (b) Waiver (Clause 35);
- (c) Default or Authority Cause; and

43.3.3 any Dispute Notice.

43.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 43.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 43.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice.

43.5 This Clause 43 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Framework Schedule 11 (Dispute Resolution Procedure).

43.6 For the purposes of this Clause 43, the address of each Party shall be:

43.6.1 For the Authority:

Her Majesty's Customs and Revenue

100 Parliament Street

London

SW1A 2BQ

E-mail: Karen.Taylor@hmrc.gov.uk

For the attention of: Karen Taylor

43.6.2 For the Supplier:

Biffa Waste Service Ltd

Address: Biffa Waste Services Ltd, Potters Lane, Wednesbury, WS10 7NR

E-mail: Francis.Armstrong@Biffa.co.uk

For the attention of: Francis Armstrong

- 43.7 Either Party may change its address for service by serving a notice in accordance with this Clause 43.

44. COMPLAINTS HANDLING

- 44.1 Either Party shall notify the other Party of any Complaints made by Other Contracting Bodies, which are not resolved by operation of the Supplier's usual complaints handling procedure within five (5) Working Days of becoming aware of that Complaint and, if the Supplier is the Party providing the notice, such notice shall contain full details of the Supplier's plans to resolve such Complaint.
- 44.2 Without prejudice to any rights and remedies that a complainant may have at Law (including under this Framework Agreement and/or a Call Off Agreement), and without prejudice to any obligation of the Supplier to take remedial action under the provisions of this Framework Agreement and/or a Call Off Agreement, the Supplier shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.
- 44.3 Within two (2) Working Days of a request by the Authority, the Supplier shall provide full details of a Complaint to the Authority, including details of steps taken to achieve its resolution.

45. DISPUTE RESOLUTION

- 45.1 The Parties shall resolve Disputes arising out of or in connection with this Framework Agreement in accordance with the Dispute Resolution Procedure in Schedule 11.
- 45.2 The Supplier shall continue to provide the Waste Disposal Services in accordance with the terms of this Framework Agreement until a Dispute has been resolved.

46. GOVERNING LAW AND JURISDICTION

- 46.1 This Framework Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its

subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

- 46.2 Subject to Clause 45 (Dispute Resolution) and Framework Schedule 11 (Dispute Resolution Procedure) (including the Authority's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Framework Agreement or its subject matter or formation.

47. [NOT USED]

IN WITNESS of which this Agreement has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of Biffa Waste Service Ltd

Signature:

Name (block capitals): FRANCIS ARMSTRONG

Position:

Date:

SIGNED for and on behalf of **The Commissioners for Her Majesty's Revenue and Customs**

Signature:

Name (block capitals):

Position:

Date:

FRAMEWORK SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1.1 (Definitions), in this Framework Agreement including its recitals the following expressions shall have the following meanings:

"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Approval"	means the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly;
"Audit"	means an audit carried out pursuant to Clause 6 (Records, and Audit Access);
"Audit Report"	means a report summarising the testing completed and the actions arising following an Audit;
"Auditor"	means the Authority, and/or Other Contracting Body who is a party to a Call Off Agreement, and/or the National Audit Office and/or any auditor appointed by the Audit Commission, and /or the representatives of any of them;
"Authority"	means HM Revenue & Customs (" HMRC ") or any contracting body represented by HMRC;
"Authority Cause"	means any breach of the obligations of the Authority (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Authority in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Authority is liable to the Supplier;
"Authority Representative"	means the representative appointed by the Authority from time to time in relation to this Framework Agreement;
"Authority's Confidential Information"	means all Authority Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know How, personnel, and suppliers of the Authority and/or Other Contracting Bodies, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential;
"Branding Guidance"	means the Authority's guidance in relation to the use of branding
"Call Off Agreement"	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Waste Disposal Services made between a

	Contracting Body and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
"Call Off Procedure"	means the process for awarding a Call Off Agreement pursuant to Clause 5 (Call Off Procedure) and Framework Schedule 5 (Call Off Procedure);
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	means any change in Law which impacts on the supply of the Waste Disposal Services and performance of the Template Call Off Terms which comes into force after the Framework Commencement Date;
"Change of Control"	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	means the charges raised under or in connection with a Call Off Agreement from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure;
"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to each Call Off Agreement, which structure is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Commercially Sensitive Information"	means the Supplier's Confidential Information listed in Framework Schedule 9 (Commercially Sensitive Information) comprised of commercially sensitive information: <ul style="list-style-type: none"> a) relating to the Supplier, its IPR or its business or information which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; and b) that constitutes a trade secret;
"Comparable Supply"	means the supply of Waste Disposal Services to another customer of the Supplier that are the same or similar to the Waste Disposal Services;
"Complaint"	means any formal written complaint raised by a Contracting Body in relation to the performance of this Framework Agreement or any Call Off Agreement in accordance with Clause 44 (Complaints Handling);

"Confidential Information"	means the Authority's Confidential Information and/or the Supplier's Confidential Information, as the context requires;
"Contract Notice"	has the meaning given to it in Recital A;
"Contract Year"	means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof;
"Contracting Bodies"	means bodies listed in paragraph [VI.3] of the Contract Notice and "Contracting Body" shall be construed accordingly;
"Control"	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Crown Body"	means any department, office or executive agency of the Crown;
"CRTPA"	means the Contracts (Rights of Third Parties) Act 1999;
"Default"	means any breach of the obligations of the Supplier (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Supplier is liable to the Authority;
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement, including any dispute, difference or question of interpretation relating to the Waste Disposal Services, failure to agree in accordance with the procedure for variations in Clause 17.1(Variation Procedure) or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Framework Schedule 11 (Dispute Resolution);
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Customer prior to the Framework Commencement Date;
"Environmental Information Regulations or EIRs"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
"Equivalent Waste Disposal Services"	means works, services and activities which the Supplier can supply which are the same or similar to the Waste Disposal Services;

"Financial Distress Event"	means the occurrence of one or more of the events listed (a) to (f) of Schedule 8 (Financial Distress);
"FOIA"	means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Framework"	means the framework arrangements established by the Authority for the provision of the Waste Disposal Services to Contracting Bodies by suppliers (including the Supplier) pursuant to the Contract Notice;
"Framework Agreement"	means this agreement consisting of the Clauses together with the Framework Schedules and any appendices and annexes to the same;
"Framework Commencement Date"	means 07/09/2020;
"Framework Period"	means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement;
"Framework Price(s)"	means the price(s) applicable to the provision of the Waste Disposal Services set out in Framework Schedule 3 (Prices and Charging Structure);
"Framework Schedules"	means the schedules to this Framework Agreement;
"Framework Suppliers"	means the suppliers (including the Supplier) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of the Framework;
"Fraud"	means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
"Further Competition Award Criteria"	means the award criteria set out in Paragraph 1.3 and 3 of Framework Schedule 5 (Call Off Procedure);
"Further Competition Procedure"	means the further competition procedure described in paragraph 1.3 and 6.3 of Framework Schedule 5 (Call Off Procedure);
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled

and experienced person or body engaged within the relevant industry or business sector;

"Government"

means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Information"

has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;

"Insolvency Event"

means, in respect of the Supplier:

- a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- h) where the Supplier is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
- i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

"Intellectual Property Rights" or "IPR"	<p>means:</p> <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invitation to Tender" or "ITT"	has the meaning given to it in the recitals to this Framework Agreement;
"IPR Claim"	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under this Framework Agreement;
"Key Performance Indicators" or "KPIs"	means the performance measurements and targets set out in Part B of Framework Schedule 2 (Services and KPIs);
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Waste Disposal Services but excluding know-how already in the other Party's possession before the Framework Commencement Date;
"KPI Target"	means the acceptable performance level for a KPI as set out in relation to each KPI;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Part 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Legacy Waste Disposal Services"	means goods and/or services similar to the New Waste Disposal Services and/or goods and/or services which interface with or are intended to interface with or be replaced by the New Waste Disposal Services;
"Losses"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence),

	breach of statutory duty, misrepresentation or otherwise and “Loss” shall be interpreted accordingly;
"Lot"	means any of the three lots specified in Framework Schedule 2 (Services and KPIs) and "Lots" shall be construed accordingly;
“Minimum Standards of Reliability”	means the minimum standards of reliability as set out in the Contract Notice
"Month"	means a calendar month and "Monthly" shall be interpreted accordingly;
"New Waste Disposal Services"	means goods and/or services which a Contracting Body wishes to procure from a third party which are the same or similar to the Waste Disposal Services;
"Order"	means an order for the provision of the Waste Disposal Services placed by a Contracting Body with the Supplier under a Call Off Agreement;
"Other Contracting Bodies"	means all Contracting Bodies except the Authority and “Other Contracting Body” shall be construed accordingly;
"Party"	means the Authority or the Supplier and "Parties" shall mean both of them;
"Parent Company"	means the ultimate holding company of the Supplier;
“Parent Company Guarantee”	means a deed of guarantee granted by the Parent Company in favour of a Contracting Body pursuant to Clause 8 (Guarantee) and the Template Call Off Terms
"Prohibited Act"	means: <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Body and/or the Authority a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) or c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010; or ii) under legislation creating offences concerning Fraud; or iii) at common law concerning Fraud; or committing (or attempting or conspiring to commit) Fraud;
"Regulations"	means the Public Contracts Regulations 2015 (as amended);
"Relevant Person"	means any employee, agent, servant, or representative of the Authority, or of any Other Contracting Body or other public body;

"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Supplier"	means a third party bidding to provide New Waste Disposal Services;
"Replacement Waste Disposal Services"	means any goods and/or services which are substantially similar to any of the Waste Disposal Services and which are received in substitution for the Waste Disposal Services following the expiry or termination of this Framework Agreement;
"Replacement Supplier"	means any third party provider of Replacement Waste Disposal Services appointed by or at the direction of the Authority from time to time;
"Requests for Information"	means a request for information relating to this Framework Agreement or the provision of the Waste Disposal Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIRs;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
"Standards"	<p>means:</p> <ul style="list-style-type: none"> a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) any standards detailed in the specification in Framework Schedule 2 (Services and KPIs); c) any standards detailed by the Contracting Body in the Call Off Agreement following a Further Competition Procedure or agreed between the Parties from time to time; <p>any relevant Government codes of practice and guidance applicable from time to time.</p>
"Statement of Requirements"	means a statement issued by the Authority or any Other Contracting Body detailing its Waste Disposal Services Requirements issued in accordance with the Call Off Procedure;
"Sub-Contract"	means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Waste Disposal Services (or any part thereof) or to provide facilities or services necessary for the provision of the Waste Disposal Services (or any part thereof) or necessary

for the management, direction or control of the provision of the Waste Disposal Services or any part thereof;

"Sub-Contractor"	means any third party engaged by the Supplier from time to time under a Sub-Contract permitted pursuant to this Framework Agreement;
"Supplier Action Plan"	means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
"Supplier Personnel"	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-Contractors) used in the performance of its obligations under this Framework Agreement or any Call Off Agreements;
"Supplier Representative"	means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;
"Supplier's Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Tax Non - Compliance"	The tax affairs of the Supplier or its Affiliates meet HMRC's Test for Tax Non-Compliance defined in the Tax Compliance in Procurement Guidance Note no. [number] dated [date] including any successor guidance notes.
"Template Call Off Terms"	means the template terms and conditions in Framework Schedule 4 (Template Call Off terms);
"Tender"	means the tender submitted by the Supplier to the Authority, a copy of which is set out in Framework Schedule 7 (Framework Tender);
"Termination Notice"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive;

"Variation"	has the meaning given to it in Clause 7 (Variation Procedure);
"Variation Form"	means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Framework Schedule 6 (Variation Form);
"Variation Procedure"	means the procedure for carrying out a Variation as set out in Clause 7 (Variation Procedure);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Waste Disposal Services"	means the works, services and activities described in Framework Schedule 2 (Services and KPIs) which the Supplier shall make available to Contracting Bodies;
"Waste Disposal Services Requirements"	means the requirements of the Authority or Other Contracting Body (as appropriate) for the Waste Disposal Services from time to time;
"Working Days"	means any day other than a Saturday, Sunday or public holiday in England and Wales.

FRAMEWORK SCHEDULE 2: SERVICES AND KEY PERFORMANCE INDICATORS

PART A - WASTE DISPOSAL SERVICES

1. General

- 1.1. The purpose of this Part A of Framework Schedule 2 (Services and KPIs) is to set out the intended scope of the Waste Disposal Services that the Supplier will be required to make available to all Contracting Bodies under this Framework Agreement and to provide a description of what the Waste Management Services entail including in each Lot together with any specific Standards applicable to the Waste Disposal Services.
- 1.2. The Waste Disposal Services and any Standards may be refined (to the extent permitted and set out in Framework Schedule 5 (Call Off Procedure)) by a Contracting Body during a Further Competition Procedure to reflect its Waste Disposal Services Requirements for entering a particular Call Off Agreement.

2. Specification and KPIs for call off contracts

- 2.1. This Paragraph 2.1 sets out the services specification and KPIs for the Waste Disposal Services for Lots 1 and 2 (“**Lots 1 and 2**”) and Lot 3 (“**Lot 3**”) (see Paragraph 3 for details of each Lot). The remainder of Paragraph 2.1 is attached to this Schedule as a separate document.

3. Lots

3.1. The Lots shall be as follows:

- Lot 1 - Secure Waste Destruction and Disposal Services
- Lot 2 - Secure Waste Processing and Disposal Services
- Lot 3 - Waste Disposal Consultancy and Advisory Services

PART B - FRAMEWORK KEY PERFORMANCE INDICATORS

4. General

- 4.1 The purpose of this Part B is to set out the KPIs by which the Supplier's overall performance under this Framework Agreement shall be monitored and managed. The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Authority and the Supplier in accordance with Clause 7 (Variation Procedure).
- 4.2 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement and shall use all reasonable endeavours to meet the KPI Targets identified in the table below.
- 4.3 The KPIs from which performance by the Supplier of this Framework Agreement will be reported against are set out below:

Framework level KPIs

3. Service Levels/Key Performance Indicators (KPI)

- 3.1. The minimum KPIs for the Destruction and Disposal of specified products are:

Lot 1 & Lot 2

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 01	Acknowledgement of authority destruction/disposal request (urgent and standard)	the supplier will acknowledge all requests from the Authority	100% of requests for a disposal slot will be acknowledged within one hour Measured monthly.	95%	Destruction/disposal request e-mail received by supplier from by Authority with date / time stamp	Destruction/disposal acknowledgement e-mail received by Authority from the supplier with date / time stamp
KPI 02a	Supplier Action plan with proposed destruction/disposal time and date (Urgent)	The supplier to provide destruction/disposal time slot and action plan to Authority from request	100% of requests for an urgent destruction/disposal slot will be provided with an action plan within 3 hours Measured Monthly	95%	Destruction/disposal request e-mail received by supplier from by Authority with date / time stamp	destruction/disposal time slot and action plan received by e-mail by Authority from the supplier with date / time stamp
KPI 02b	Supplier Action plan with proposed destruction/disposal time and date (standard)	The supplier to provide destruction/disposal time slot and action plan to Authority from request	100% of requests for a standard destruction/disposal slot will be provided with an action plan within 24 hours Measured Monthly	95%	destruction/disposal request e-mail received by supplier from by Authority with date / time stamp	destruction/disposal time slot and action plan received by e-mail by Authority from the supplier with date / time stamp

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 03a	Supplier to process and destroy/dispose of goods in accordance with the authority's risk categories schedules and the agreed action plan	The goods are destroyed/disposed of in accordance with the risk category specified by the authority in the request.	Categories: Goods will be either destruction/disposed of in accordance to the risk category guidance Measured monthly: Category A goods will be Destruction & Disposed of at 100%	Category A 100%	Waste arrives at supplier's premises, as per the agreed action plan. Unless otherwise agreed by the authority in writing.	Destruction/ disposal of goods to agreed action plan.

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 03b	Supplier to process and destroy/dispose of goods in accordance with the authority's risk categories schedules and the agreed action plan	The goods are destroyed/disposed of in accordance with the risk category specified by the authority in the request.	Categories: Goods will be either destruction/disposed of in accordance to the risk category guidance Measured monthly: Category B goods will be destruction of at 100% Measured Monthly	Category B 100%	Waste arrives at supplier's premises, as per the agreed action plan. Unless otherwise agreed by the authority in writing.	Destruction/ disposal of goods to agreed action plan.

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 03c	Supplier to process and destroy/dispose of goods in accordance with the authority's risk categories schedules and the agreed action plan	The goods are destroyed/disposed of in accordance with the risk category specified by the authority in the request.	Categories: Goods will be either destruction/disposed of in accordance to the risk category guidance Measured monthly: Category C goods will be destruction of at 95% Measured Monthly	Category C 90%	Waste arrives at supplier's premises, as per the agreed action plan. Unless otherwise agreed by the authority in writing.	Destruction/ disposal of goods to agreed action plan.

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 03d	Supplier to process and destroy/dispose of goods in accordance with the authority's risk categories schedules and the agreed action plan	The goods are destroyed/disposed of in accordance with the risk category specified by the authority in the request.	Categories: Goods will be either destruction/disposed of in accordance to the risk category guidance Measured monthly: Category D goods will be destruction of at 95% Measured Monthly	Category D 50%	Waste arrives at supplier's premises, as per the agreed action plan. Unless otherwise agreed by the authority in writing.	Destruction/ disposal of goods to agreed action plan.
KPI 04a	Transport for standard requests is provided to collect waste (standard) (If the option of transport services invoked)	The supplier to provide transport for collection of waste from the Authority's request and agreed action plan	100% of standard requests for transport will be provided within 48 hours unless otherwise agreed by the authority in writing. Measured monthly.	95%	Transport agreed in accordance within the agreed action plan from authorities request	waste is delivered using suppliers transport in accordance of agreed action plan

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 04b	Transport for urgent requests is provided to collect waste (urgent) (If the option of transport services invoked)	The supplier to provide transport for collection of waste from the Authority's request and agreed action plan	100% of urgent requests for transport will be provided within 24 hours unless otherwise agreed by the authority in writing. Measured monthly.	95%	Transport agreed in accordance within the agreed action plan from authorities request	waste is delivered using suppliers transport in accordance of agreed action plan
KPI 06	Destruction/disposal and Recycle Certificates	The supplier to provide completed certification documentation as agreed with the Authority requirement	100% of data will be captured in line with authority's requirement and agreed action plan, unless otherwise agreed by the authority in writing within 3 working days of destruction/disposal Measured Monthly	100%	Supplier destroys/disposes of goods in accordance of agreed action plan and produces destruction/disposal documentation in accordance with authority's requirement	destruction/disposal documentation is received by the authority by agreed electronic means (pdf/letter) within 3 working days of the disposal
KPI 07	Storage of Pallets	The supplier to retain pallets for a maximum of 30 days to the same standard of specification provided by the authority.	100% of the pallets received by the supplier will be stored for a maximum of 30 days.	70%	Pallets are received by the supplier and stored.	Pallets of the same specification received by the authority are collected within 30 days.

3.2. The minimum KPIs for the general provision of the service are:

Lot 3

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 08	Disposal/destruction Category Breakdown (urgent)	The supplier shall provide a detailed breakdown of each destruction/disposal load and recommend the most appropriate route for destruction, in line with the specification at Authority request	100% The supplier will provide an action plan to the authority requirement within 24 hours for critical/urgent requests in line with authority's requirement Measured monthly	90%	The Authority requests urgent destruction/disposal to the supplier.	The supplier provides detailed report with breakdown of recommended route for destruction/disposal, as per the Lot 3 service requirement.
KPI 08b	Destruction/disposal Category Breakdown (standard)	The supplier shall provide a detailed breakdown of each destruction/disposal load and recommend the most appropriate route for destruction/disposal, in line with the specification at Authority request	100% The supplier will provide an action plan to the authority requirement within 5 working days for standard requests in line with authority's requirement Measured monthly	90%	The Authority requests destruction/disposal to the supplier.	The supplier provides detailed report with breakdown of recommended route for destruction/disposal, as per the Lot 3 service requirement.

***Each KPI is measured within the Authority's operating hours.**

- 3.3. Where the above service levels are not being met, the Supplier shall ensure that appropriate extra resources are committed promptly, and action is taken to resolve any issues to the satisfaction of the Authority which may include a Performance Improvement Plan (PIP) in accordance with Schedule 2.2 Performance Levels.



HM Revenue
& Customs

FRAMEWORK SCHEDULE 2
PART A – WASTE DISPOSAL SERVICES
PARAGRAPH 2.1 SPECIFICATION AND CALL OFF KPI'S
(SEIZED GOODS WASTE DISPOSAL SERVICES)

Contents

General Provisions.....	5
Definitions and Interpretation	5
1. INTRODUCTION.....	6
2. STRUCTURE	7
PART A: SPECIFICATION	7
3. BACKGROUND.....	7
4. SCOPE OF THE SERVICES	8
5. SERVICE REQUIREMENTS	8
6. Service Standards.....	8
7. Hours of Operation	9
8. Co-operation	9
9. Response Facility.....	10
10. Waste Disposal.....	10
11. Waste Coding and Tracking.....	16
12. IT System	16
13. Management Information	16
14. Security	17
15. Suppliers Personnel.....	21
16. Specialist Waste Solutions	21
17. Standards	21
18. Legal Requirements	21
19. Duty of Care	22
20. Audit.....	23
21. Income Realisation.....	24
22. Contract Management.....	24
23. Risk management and Business Continuity Plans.....	24
24. Witness Statements	25
25. Certificate of Destruction and Disposal	25
26. Sub-Contracting	26

27.	Incident Reporting	26
28.	Complaints Handling	27
29.	Mobilisation	27
31.	Invoicing and Payment.....	29
32.	Service Levels/Key Performance Indicators (KPI)	30
33.	Additional Contract Requirements	37
34.	Optional Services	38
35.	Lot 1 – Secure Waste Destruction and Disposal Services	41
36.	Lot 2 - Secure Waste Processing and Disposal Services.....	47
37.	Lot 3 – Waste Disposal Consultancy and Advisory Services	53
Part B: Appendices		61
APPENDIX 1 HMRC REQUIREMENT.....		61
5.	Lot 1 Requirements.....	63
6.	Lot 2 Requirements.....	68
7.	Lot 3 Requirements.....	73
APPENDIX 2 – CORE SEIZED GOODS AND WASTE COMMODITIES DESCRIPTION		80
APPENDIX 3 – SPECIALIST WASTE PROVISION – PROCESS.....		87
APPENDIX 4 DETAILS OF SECURITY REQUIREMENTS FOR THE SUPPLIERS PREMISES		88
1.	APPENDIX 5	90
DGSA GUIDANCE ON THE SECURITY OF DANGEROUS GOODS – UN TRANSPORT OF DANGEROUS GOODS MODEL REGULATIONS (13th REVISED EDITION) Refers.		90
Part C: Annexes		93
1.	Annex 1 - HMRC Core Goods and Volumes	93
2.	Annex 2 - IT Security	98
3.	Annex 3 - Dutiable Waste Products	102

GENERAL PROVISIONS

Definitions and Interpretation

Definitions	Interpretation
Client Organisation	The Authority and any named party at this moment that can utilise the Services from this Contract.
Destruction	The action or process of causing so much damage to something that it no longer exists or cannot be repaired and is either not recognisable from its pre-destruction state or cannot be used as it was originally intended. Destruction shall occur in the UK only;
Disposal(s)	The action or process of getting rid of something utilising the Waste Hierarchy where appropriate;
Drug Wrappings	Any item that has been in contact with drugs;
Hazardous	Items including, but not limited to: alcohol, tobacco, drugs, fuels, weapons (inc firearms);
IT System	The Supplier's Management System used to manage the throughput of Waste;
Non-Hazardous	Items including, but not limited to: textiles, plastics, white goods, electronics and cosmetics;
Load	The total volume of each commodity released by the Authority for destruction and disposal contained within one vehicle and delivered to or collected by the Supplier;
Pallet	Standard size UK pallet on which Waste may be stored or transported and can be of varying materials and weight;
Permit	An official document obtained by the Supplier/Sub-Contractor to carry out their activities;
Processing	The activity of breaking down products into their constituent parts. For example, removing goods from multiple layers of

Definitions	Interpretation
	packaging and separating out the raw materials into their different waste streams.
Response Facility	The Supplier's solution as to the Authority's (or other Client Organisation's) requests for service;
Risk Category	As described in Table 1 of the Specification;
Special Handling	Required procedures to ensure the safe secure handling of Category A and B Waste. As described in Table 1.
Statement of Readiness	The list provided by the Supplier to the Authority (or other Client Organisation's) that they are ready to proceed with the provision of Services agreed during mobilisation;
Statement of Requirements	The description of the Services to be supplied under the Contract;
Waste Hierarchy	1. Recycle or compost; 2. Recover (energy recovery); and 3. Dispose;
Waste	All detained or seized items no longer required by the Authority (and/or other Client Organisation's) which are deemed ready for Destruction or disposal.

1. INTRODUCTION

- 1.1. Her Majesty's Revenue and Customs (HMRC) (the "Authority") is seeking to establish a Framework Agreement for the provision of Seized Goods Waste Disposal Services for HMRC and other named Client Organisation's.
- 1.2. The Framework Agreement will be managed by the Authority and Call Off contracts will be managed by either the Authority and/or Client Organisation's.
- 1.3. The duration of the Framework Agreement is four (4) years (48 Months), with a maximum Call Off Contract period of four (4) years (48 Months).
- 1.4. This Paragraph 2.1 of Framework Schedule 2 (Part A) (Waste Disposal Services and KPIs) sets out the characteristics of the Services that the Supplier will be required to make available to the Authority (and/or Client Organisation's) under this Contract.
- 1.5. For all Lots and/or Services, the Supplier must support the Authority (and/or Client Organisation's) to comply with any specific applicable standards.
- 1.6. The Services and any standards set out in this Paragraph 2.1 of Framework Schedule 2 (Waste Disposal Services and KPIs) may be reasonably refined by the Authority (and/or Client Organisation's) during a stage within the Call-Off Procedure to reflect its Statement of Requirements for entering a particular Call-Off Contract.

2. STRUCTURE

Part A – Specification

- 2.1. **General Requirements** - Seized Goods Waste Disposal Services requirements which are applicable to all or multiple lots.
- 2.2. **Lot 1 Requirements** – Secure Waste Destruction and Disposal Services requirements which are specific to Lot 1.
- 2.3. **Lot 2 Requirements** – Secure Waste Processing and Disposal Services requirements which are specific to Lot 2.
- 2.4. **Lot 3 Requirements** – Waste Disposal Consultancy and Advisory Services requirements which are specific to Lot 3.

Part B - Appendices

- **Appendix 1** – HMRC Requirement (DRAFT)
- **Appendix 2** – Core Seized Goods and Waste Commodities description
- **Appendix 3** – Specialist Waste Provision – Process
- **Appendix 4** – Details of Security Requirements for Supplier premises
- **Appendix 5** – DGSA Guidance on the Security of Dangerous Goods

PART A: SPECIFICATION

3. BACKGROUND

- 3.1. The secure Destruction and Disposal of seized goods is a fundamental requirement of HMRC and other Government Departments such as the Home Office. The objective of the Framework is therefore to offer these Contracting Authorities access to pre-approved Suppliers, whom they may appoint (using an efficient and streamlined procurement process) to provide secure Disposal Services.
- 3.2. For the purposes of this Framework, the successful Suppliers must be able to dispose of a wide range of materials both Non-Hazardous and Hazardous which are routinely generated as part of Contracting Authority (and/or Client Organisation's) activity
- 3.3. The Authority intends the Contract to create efficiencies in the way secure Waste Destruction Services are procured, as well as helping to establish clear quality standards for these services, therefore ensuring the Authority (and/or Client Organisation's) are able to uphold their statutory obligations.

4. SCOPE OF THE SERVICES

- 4.1. The Services to be provided under the Seized Goods Waste Disposal Services Framework are set out below.

5. SERVICE REQUIREMENTS

5.1. General Requirements

General requirements are applicable to Lots 1 and 2 only unless otherwise specified.

5.2. Mandatory Requirements General Overview

The Supplier should provide excellent value for money to the Authority (and/or Client Organisation's) at all times. The Supplier must recognise the potential for charges to be benchmarked following any reopening of competition and in particular those competitions utilising reverse e-auction technology. Suppliers should avoid multiple pricing policies and must use their best endeavours to provide services at a consistent 'best value' rate across the Framework provision.

The specifications provided at Framework level relate to all services that are made available to the Contracting Authority (and/or Client Organisation's) under this Framework, however, it is anticipated that the specification may in some areas require further clarification and final agreement between the Contracting Authority (and/or Client Organisation's) and the Supplier. Such agreement will be reached prior to the Call Off Contract being formalised.

6. Service Standards

- 6.1. The Supplier shall undertake the Framework Services promptly, accurately and in good faith.
- 6.2. The Supplier shall ensure that all Framework Services are performed to a high professional standard and that appropriate management controls and mechanisms are in place and tested in order to ensure a consistent quality of service.
- 6.3. The Supplier's Personnel are considered to be representing the Authority (and/or Client Organisation's) whilst carrying out their duties relating to an assignment and as such must conduct themselves to the highest professional standard at all times.
- 6.4. The Supplier will co-operate fully with the investigation of any complaint raised by the Authority (and/or Client Organisation's) using this Contract. The Supplier shall respond promptly to requests for advice or assistance by the Authority (and/or Client Organisation's), regarding any aspect of the Services provided.

- 6.5. The Supplier shall work and co-operate with the Authority (and/or Client Organisation's) to develop and implement mechanisms for increasing the efficiency, value for money and quality of the Services provided. The Service requirements of the Supplier will in most cases be subject to continuous review. As a result, the Authority (and/or Client Organisation's) may request minor or major changes in the level of Services required, and/or in the way the Services are to be provided. The Supplier shall therefore have a flexible approach to the provision of the Services.
- 6.6. The Supplier shall take ownership of all Waste as required by the Authority (and/or Client Organisation's) in line with the Call Off Contract. Upon collection/delivery of the Waste, the Supplier shall be responsible for safely and securely transporting/holding the Waste whilst in transit or storage pending Destruction.
- 6.7. The Supplier shall destroy and dispose of the Waste in line with Authority (and/or Client Organisation's) requirements specified at Call Off.
- 6.8. The Supplier shall provide the Authority (and/or Client Organisation's) with valid receipts, waste transfer notices and certificate(s) of Destruction upon completion of shredding.
- 6.9. The Supplier shall provide the Authority (and/or Client Organisation's) with a full Disposal audit trail including any baling and recycling facilities used (if applicable) and final destination of their materials in line with the Authority's (and/or Client Organisation's) requirements. Recycling certificates are to be provided as set out in the Call Off Contract together with management reports as requested.

7. Hours of Operation

- 7.1. For the purposes of this Framework normal hours of operation shall be 08:30 hrs to 17:30 hrs Monday to Friday excluding Bank Holidays recognised in England and Wales.
- 7.2. The Supplier shall provide a nominated contact point, available 8:30 to 17:30 hours, Monday-Friday excluding Bank Holidays, which the Authority (and/or Client Organisation's) or its representative can contact in the event of queries, or to make arrangements for Destructions.
- 7.3. Suppliers shall, when requested by the Authority (and/or Client Organisation's), provide the Services on a Saturday and/or Sunday. The Supplier is required to respond to and provide a solution to the Authority (and/or Client Organisation's) request for Disposal of seized products for Saturday/Sunday within ten (10) Working Days of the request having been made.
- 7.4. The Supplier shall provide a responsive service in line with the requirements of the Contract.

8. Co-operation

- 8.1. The Authority (and/or Client Organisation's) require the Supplier to work with the Authority (and/or Client Organisation's) and any 3rd parties appointed by the Authority (and/or Client Organisation's) to receive, accept and process the service

request, and to work with the Authority (and/or Client Organisation's) to agree the appropriate Waste code and route for Destruction and/or Disposal.

8.2. In instances where the Authority (and/or Client Organisation's) intends to use its own transport provider to deliver the Waste to the Supplier's premises, the Supplier will ensure that the Authority (and/or Client Organisation's) is supplied with adequate delivery information a maximum of 3 hours for urgent requests and 24 hours for standard requests from the time the Authority notifies the Supplier. This will allow the Authority (and/or Client Organisation's) to plan the transportation and delivery of the Waste. This information should include but is not limited to:

- Full Delivery address
- Any access limitations

8.3. The Supplier shall also ensure that they continue to meet the evolving needs of the Authority (and/or Client Organisation's) and to ensure that technologies are explored and utilised where ever possible, the Supplier will be flexible, willing and able to adapt its systems and procedures in the provision of the Services to the Authority (and/or Client Organisation's).

9. Response Facility

9.1. The Authority (and/or Client Organisation's) require the Supplier to provide a Response Facility to enable arrangements to be made with the Supplier to facilitate the undertaking of the Services. The Response Facility will, as a minimum, be a telephone and email service, the Supplier shall also maintain a digital call and communication log which provides a full audit trail of communications. As a minimum this log must include:

- Unique reference number;
- Date of call;
- Time of call;
- Instruction given;
- Authority (and/or Client Organisation's) employee's name.

9.2. The Supplier is required to respond to the Authority (and/or Client Organisation's) representatives' request for Seized Goods Waste Disposal Services within the time scales detailed in Section 32 Performance Levels. The Supplier should endeavour to provide immediate responses wherever possible.

Suppliers shall, when requested by the Authority (and/or Client Organisation's) provide services on a Saturday and/or Sunday.

10. Waste Disposal

10.1. While handling the Waste through the process of Processing, Destruction and Disposal, the Supplier shall:

- Provide secure facilities and procedures in line with the requirements set out by the Authority (and/or Client Organisation's);
- Take all reasonable measures to prevent the loss of Waste in line with the requirements set out by the Authority;
- Maintain an accurate audit trail of all its activities in line with the requirements set out by the Authority (and/or Client Organisation's);

- Ensure that the chain of evidence is maintained in line with the requirements set out by the Authority (and/or Client Organisation's);
- Provide value for money to the Authority (and/or Client Organisation's); and
- Comply with the service levels set out by the Authority (and/or Client Organisation's)
- At all times handle waste compliant with the minimum requirements for each risk category level as described in tables 2.1 – 2.4.

10.2. Each Waste commodity will be provided with a Risk Category rating in line with Table 1 below (please see Appendix 2 for further detail of the Risk Category codes applied to each Waste commodity). Please note the Risk Categories allocated to each Waste commodity are subject to review by the Authority (and/or Client Organisation's) at Call Off in line with the Authority (and/or Client Organisation's) specific requirements.

Table 1

Risk Category	Description
Category A	Means Waste which, if lost or stolen, would potentially present a very high risk of exposing the public to serious harm. There would also be a very high risk of reputational damage which would destroy public trust in the Authority (and/or Client Organisation's) & Supplier or a key relationship.
Category B	Means Waste which, if lost or stolen, would potentially present a high risk of causing harm to the public. There would also potentially be a high risk that public trust in the Authority (and/or Client Organisation's) & Supplier would be undermined for a sustained period of time.
Category C	Means Waste which, if lost or stolen, would potentially present a medium risk of causing harm to the public. There would also potentially be a medium risk that public trust in the Authority (and/or Client Organisation's) & Supplier would be undermined for a short period of time.
Category D	Means Waste which, if lost or stolen, would cause no risk of causing harm to the public but could be a medium to low risk that public trust in the Authority (and/or Client Organisation's) & Supplier would be undermined for a short period of time.

10.3. For goods to be considered destroyed they must be rendered unusable in accordance with the following statement:

10.4. Goods are deemed destroyed when the action or process of causing so much damage to something that it no longer exists or cannot be repaired and is either not recognisable from its pre-destruction state or cannot be used as it was originally intended is completed.

10.5. The tables below set out the minimum requirements for each of the Risk Category levels.

Table 2.1

Category A	
Typical Goods	Drugs and offensive weapons (including firearms and ammunition);

Service Level Description	High level of security, detailed audit trail and Special Handling in a secure environment;
Security Level Prior to Destruction	Top Secret;
Security Level Post Destruction	Top Secret;
Destruction Timescale	Immediately;
Disposal Timescale	Immediately;
Transporter Security Clearance Requirement Prior to Destruction	Security Check (SC) (or Counter Terrorist Check (CTC) under the supervision of SC cleared personnel at all times with Authority (and/or Client Organisation's) agreement;
Transporter Security Clearance Requirement Post Destruction	SC (or CTC under the supervision of SC cleared personnel at all times with Authority (and/or Client Organisation's) agreement;
Processing Requirement	Secure segregated area for Processing Waste to make it ready for Disposal. Access control to ensure that only SC cleared personnel should have access to this area whilst in use. (Process should be in place to ensure that non security cleared personnel will only have access to perform activities under supervision of SC cleared personnel and only then with advance express written permission of the Authority (and/or Client Organisation's).
Destruction Requirement	Waste must be rendered unusable;
Disposal Requirement	Disposed of in line with the Authority (and/or Client Organisation's) specified requirement for that Waste type.

Table 2.2

Category B	
Typical Goods	All Hazardous Waste as well as Waste that requires Special Handling including; Tobacco, Alcohol, Fuels;
Service Level Description	Special Handling in a secure environment until the Waste is destroyed;
Security Level Prior to Destruction	Secret;
Security Level Post Destruction	Official;
Destruction Timescale	24 hours;
Disposal Timescale	Not specified;
Transporter Security Clearance Requirement Prior to Destruction	CTC (or Baseline Personnel Security Standard (BPSS) under the supervision of CTC cleared personnel with Authority (and/or Client Organisation's) agreement;
Transport Security Requirement Post Destruction	Drivers cleared to Baseline Personnel Security Standard (BPSS);
Processing Requirement	Access controlled secure segregated area with appropriate Supplier Equipment to enable Processing of Waste to make it ready for disposal;

Category B	
Destruction Requirement	Goods must be rendered unusable;
Disposal Requirement	Disposed of in line with the Authority (and/or Client Organisation's) 's specified requirement for that Waste type.

Table 2.3

Category C	
Typical Goods	Non Hazardous Waste such as textiles, toys, cosmetics, Liquids, Furniture, Cosmetics, Aerosols, Batteries, White Goods, Electronics;
Service Level Description	Handling in secure environment until the Waste is destroyed;
Security Level Prior to Destruction	Secret;
Security Level Post Destruction	Official;
Destruction Timescale	48 hours;
Disposal Timescale	Not Specified;
Transport Requirement Prior to Destruction	CTC (or BPSS under the supervision of CTC cleared personnel with Authority (and/or Client Organisation's) agreement)
Transport Requirement Post Destruction	Drivers cleared to BPSS;
Processing Requirement	Access controlled secure segregated area with appropriate Supplier Equipment to enable Processing of Waste to make it ready for Disposal;
Destruction Requirement	Waste must be rendered unusable;
Disposal Requirement	Disposed of in line with the Authority (and/or Client Organisation's) specified requirement for that Waste type;

Table 2.4

Category D	
Typical Goods	Packaging Materials which have been separated from their products - Paper, Cardboard, Plastics;
Service Level Description	Handling in standard security environment until destroyed;
Security Level Prior to Destruction	Official;
Security Level Post Destruction	Official;
Destruction Timescale	5 Working Days;
Disposal Timescale	Not Specified
Transport Requirement Prior to Destruction	Drivers cleared to Baseline Personnel Security Standard (BPSS);
Transport Requirement Post Destruction	Drivers cleared to Baseline Personnel Security Standard (BPSS);
Processing Requirement	In line with minimum security requirement;
Destruction Requirement	Goods must be rendered unusable;
Disposal Requirement	Disposed of in line with the Authority (and/or Client Organisation's) specified requirement for that Waste type.

- 10.6. The Destruction timescale refers to the maximum amount of time the Waste is held in its pure form before treatment or Disposal activity is commenced. The Disposal/treatment timescales are outlined in the terms for the Risk Category. The Authority (and/or Client Organisation's) will work in collaboration with the Supplier to agree a suitable solution for Waste not previously encountered or that requires Special Handling.
- 10.7. The Supplier is required to provide a proven secure method of Disposal, applying the Waste Hierarchy, to dispose of the various Waste types and their associated packaging (Commercial packaging and supplementary Authority (and/or Client Organisation's) packaging).
- 10.8. The Supplier shall provide full details of where it intends Waste will be disposed of/treated. The Supplier shall advise the Authority (and/or Client Organisation's) of the full name and address(es) of the site(s)/facilities that will be utilised in providing the Service.
- 10.9. The Supplier shall provide written confirmation that any designated Waste Disposal plant/facility or standby facilities, which are intended to be used under this contract, are permitted/authorised by the Environment Agency, Natural Resources Wales, the Scottish Environment Protection Agency, the Department for the Environment in Northern Ireland, or the relevant local Authority (and/or Client Organisation's). This written confirmation should include details of the types of Waste each site is permitted to dispose of e.g. non-Hazardous Waste, clinical hazardous Waste etc. Written confirmation will be provided in advance of the utilisation of sites.
- 10.10. The Supplier shall ensure that it holds or shall hold, at the start of the contract, the appropriate licences and Permits to undertake the Services. The Supplier shall inform the Authority (and/or Client Organisation's) Commercial Contract Manager immediately should there be a change in regard to licences and Permits held by the Supplier.
- 10.11. Where goods must be incinerated the Supplier must utilise only incinerators authorised by the Environment Agency, Natural Resources Wales, the Scottish Environment Protection Agency, the Department for the Environment in Northern Ireland, or the relevant local Authority (and/or Client Organisation's) or specific country's requirements, for the Disposal of Waste. The Supplier shall ensure that the operator(s) of any incinerators used in the delivery of the Service meet all the relevant regulatory requirements.
- 10.12. Unless otherwise indicated by the Authority (and/or Client Organisation's) the physical Destruction of the Waste shall take place in the UK only and shall be the entire responsibility of the Supplier and the Authority (and/or Client Organisation's) shall not provide any labour or equipment to assist in the Destruction.
- 10.13. The Supplier must submit to the Authority (and/or Client Organisation's) copies of all certificates, licences, consents and environmental Permits in particular:
 - Waste carrier registration certificate.
 - Environmental Permits; whether issued by a Local Authority (and/or Client Organisation's) or the Environment Agency.
- 10.14. If the Supplier solution falls under a registered waste management exemption; the Supplier must provide full details of the primary treatment site(s) (including

location, capacity, permits etc.) that are proposed to service the Authority (and/or Client Organisation's) contract. The Supplier shall also provide details of the local Environment Agency office that issued the Permit(s) for all primary treatment sites proposed to service the Authority (and/or Client Organisation's) contract.

- 10.15. The Supplier will provide copies of any other consents, licences and Permits the Supplier believes are relevant to delivery of the contract.
- 10.16. The Supplier has an obligation to ensure that Waste is treated by methodologies that are authorised by the Environment Agency and/or Authority (and/or Client Organisation's). Treatment processes operating without appropriate authorisation must not be used. The Supplier shall immediately advise the Authority (and/or Client Organisation's) of any suspension, withdrawal or refusal to renew any Permit, licence, certificate or permissions applicable to carrying out the Authority (and/or Client Organisation's) requirements throughout the duration of the contract.

11. Waste Coding and Tracking

- 11.1. The Supplier shall provide a secure and auditable method for tracking the Authority's Waste through the process from the point at which it passes into their care until the Waste is disposed of in line with the requirement set out by the Authority (and/or Client Organisation's).
- 11.2. The Authority (and/or Client Organisation's) is a producer of Waste. Under its responsibilities the Authority (and/or Client Organisation's) shall identify the appropriate Waste code but also requires the Supplier to possess the appropriate skills and knowledge to work with the Authority (and/or Client Organisation's) when coding its Waste and challenge the Authority (and/or Client Organisation's) where it reasonably considers that Waste has not been accurately coded. The Supplier shall ensure that a waste transfer notice accompanies all Waste movements.
- 11.3. The Authority (and/or Client Organisation's) currently identifies appropriate European Waste Catalogue (EWC) codes through reference to the technical guidance WM3: Waste classification – guidance on the classification and assessment of Waste. The most common Waste codes typically used by the Authority (and/or Client Organisation's) can be found at Appendix 2.

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/719394/Waste-classification-technical-guidance-WM3.pdf

12. IT System

- 12.1. The Supplier shall have the capability to provide a secure IT system to enable the recoding and sharing of management information set out in paragraph 13.
- 12.2. The Supplier shall have the capability to provide a secure IT system that can track and trace receipt of Waste through to Disposal.

13. Management Information

- 13.1. The Supplier shall accurately capture and record management information in line with the Authority (and/or Client Organisation's) requirement. The Supplier shall maintain this information throughout the end to end Disposal process of the Waste.

13.2. As a minimum the MI required is as follows:

- Supplier generated unique reference number linked to customer reference number;
- Waste Code used for Disposal of each Load/commodity;
- Date of receipt of Waste;
- Weight of Waste Load upon receipt;
- Date of Disposal of Waste;
- Disposal method for Waste load/commodity;
- Address where each commodity is disposed
- Cost Rate for Load/commodity;
- Cost of Disposal for Load/commodity;
- Number of pallets of waste for load;
- Number of pallets returned to Authority;
- Date certificate of destruction supplied to HMRC (and/or Client Organisation's).

13.3. The Supplier must assign a unique reference number that has the capability to identify the Service, the relevant Authority (and/or Client Organisation's) and the related invoice for payment.

14. Security

14.1. The Supplier must ensure that the service they provide meets the Authority (and/or Client Organisation's) specific security requirements at all times. As a minimum this will include:

14.2. Principles of Security

The Supplier shall comply with the security principles as laid out by the UK Government in the Security Policy Framework (SPF) with respect to the delivery of Services.

<https://www.gov.uk/government/collections/government-security>

The key objective of the security provision is the protection of people, premises, property and information (in all its forms) against attack, theft, disclosure, damage, injury, corruption or non-availability, whether by deliberate or accidental means.

The Supplier is required to take a cooperative and proactive role to support and maintain the security of Waste throughout the Service and prevent loss.

To meet the security and assurance requirements of the Authority (and/or Client Organisation's), the Supplier will be required to provide proposals as to how they will meet the specific Authority (and/or Client Organisation's) requirement at Call Off.

14.3. Physical Security

The Supplier shall take all steps reasonably required by the Authority (and/or Client Organisation's) to prevent unauthorised persons from being admitted to the premises.

The Supplier's site and any Sub-Contractors' sites shall ensure that as a minimum:

- The Destruction site shall be fenced and gated;
- The Destruction site shall be monitored by CCTV; and
- All visitors who could come into contact with the Authority's Waste are escorted at all times throughout their visit.
- Upon request the Supplier shall make available a list of all visitors to the Destruction site in the last 12 Months.

The Supplier shall ensure that the Authority's (and/or Client Organisation's) Waste is protected in accordance with the associated protective marking, utilising the Government Security Classifications scheme (GSC) and SPF:

<https://www.gov.uk/government/publications/government-security-classifications>

In the event of an attack on any disposals site used for the Disposal of Waste the Supplier shall notify the Police for an immediate response and relay details back to the Authority (and/or Client Organisation's) Contract Management Team as soon as practicable.

Table 3 sets out the minimum security requirement required for each category of Waste.

Table 3

Security Level	Definition
OFFICIAL	Waste is transported and held in line with the Authority's (and/or Client Organisation's) standard level of security. <ul style="list-style-type: none"> • Dispose of with care or destroy to make reconstitution unlikely. • Make actual or attempted compromise likely to be detected.
SECRET	Waste is transported and held in a secure environment with restricted access. Do everything necessary to: <ul style="list-style-type: none"> • Destroy / sanitise to make reconstitution and / or identification of constituent parts highly unlikely. • Prevent identification of constituent parts. • Detect actual or attempted compromise and help identify those responsible.
TOP SECRET	Waste is transported and held in a highly secure segregated environment until Destruction is complete. Do everything necessary to: <ul style="list-style-type: none"> • Prevent retrieval. • Prevent identification of constituent parts. • Ensure that there are robust measures in place to prevent compromise from sustained attack. • Detect actual or attempted compromise and make it likely that those responsible will be identified.

Appendix 4 provides further details of physical security requirements.

Supplier Personnel (Lots 1 and 2 only)

The Supplier shall be required to have adequate levels of personnel to ensure the delivery of Disposals.

The Supplier shall ensure the correct level of security clearance is attained, with the Authority (and/or Client Organisation's) acting as sponsor, accounting for

timelines to acquire these when considering resource requirements, as outlined in Table 4:

Table 4

Job title / description	Responsibility	Security clearance	Essential / Desirable
Disposal Site Manager	Undertakes duties within the approved disposals site.	SC	E
Request Facility Operator	Call handler for booking of Authority (and/or Client Organisation's) Disposals.	Baseline Personnel Security Standard (BPSS)	E
Contract Managers/Account Managers	Lead for Authority (and/or Client Organisation's) matters, detailed knowledge of operations and contracts.	SC	E
Drivers or Handlers of Category A Waste	Undertakes transport and handling duties within the approved Disposals site.	SC (or CTC under the supervision of SC cleared personnel at all times with Authority (and/or Client Organisation's) agreement)	E
Drivers or Handlers of Category B & C Waste	Undertakes transport and handling duties within the approved Disposals site.	CTC (or BPSS under the supervision of CTC cleared personnel with Authority (and/or Client Organisation's) agreement)	E
Drivers or Handlers of Category D Waste	Undertakes transport and handling duties within the approved Disposals site.	Baseline Personnel Security Standard (BPSS) unless otherwise agreed by the Authority (and/or Client Organisation's) in writing in advance	E

The Supplier shall keep records of personnel vetting information and shall be responsible for maintaining the validity of the clearance. The Authority (and/or Client Organisation's) also requires the Supplier to detail their own vetting procedures (in accordance with the personnel vetting procedures) and provide records of this.

The Supplier shall provide to the Authority (and/or Client Organisation's) upon request: (i) a complete list of all personnel working on the contract, to include: Name, address and DOB, to be provided during the mobilisation period, and on an ad-hoc request basis when there are any new personnel, leavers or changes to details; (ii) copies of its robust policies and (iii) procedures relating to anti-theft, fraud and corruption.

The Supplier's Personnel must carry photo ID cards to identify themselves to the Authority (and/or Client Organisation's), or Authority's representative, at all times when on Authority (and/or Client Organisation's) sites or when undertaking activity in relation to the Authority (and/or Client Organisation's) at any other location.

The Supplier shall notify the Authority (and/or Client Organisation's) immediately, verbally and in writing, of any actual, potential or attempted incident or breach of security which has taken place in relation to its personnel. The route of notification will be provided by the Authority (and/or Client Organisation's).

The Authority (and/or Client Organisation's) reserves the right to carry out any security checks and/or seek assurance on personnel engaged under the Service without prior notice.

The Authority (and/or Client Organisation's) reserves the right to instruct the Supplier to remove any individual from working on this contract either following an incident or during a site visit.

Further guidance on United Kingdom security vetting can be found via the following link.

<https://www.gov.uk/guidance/security-vetting-and-clearance>

14.4. Security – Supplier Personnel in Authority (and/or Client Organisation's) Restricted Areas

When the Supplier is required to provide transportation for Disposals, the Supplier may be required to enter restricted areas at seaports, airports, courier depots and Royal Mail depots to collect Waste.

The Supplier, and its Personnel, shall always observe any security or Health and Safety legislation applied in the ports, airports, courier depots and/or Royal Mail depots or any other By-Laws of the restricted area.

The Supplier, under Authority (and/or Client Organisation's) sponsorship, shall obtain airside passes and any other passes, where required, direct from the relevant airport, port Authority (and/or Client Organisation's), courier company and Royal Mail, at locations that require access to restricted areas, to avoid the need for issue of visitor passes on each occasion.

The Supplier, and its personnel, in addition to being vetted by the Authority (and/or Client Organisation's) may be required to be security vetted by the local ports, airport authorities or Royal Mail before being admitted to security restricted areas, and shall also be required to meet any airport, port Authority (and/or Client Organisation's), and / or Royal Mail requirements for vehicle and driver approval.

14.5. Security for IT Systems

Shall be in line with Annex 2 and the Authority's (and/or Client Organisation's) specific requirements.

15. Suppliers Personnel

15.1. The Supplier's Personnel intended to deliver the Services shall:

- Be competent, experienced and fully trained in the provision of the Services in accordance with the relevant industry standards.
- Be fully uniformed and carry photographic identification (provided by the Supplier) showing the Supplier's name, contact number and the employee's name. Such identification shall be produced to any representative of the Authority (and/or Client Organisation's) upon request.
- Wear appropriate safety equipment in accordance with all relevant Laws.
- Ensure they adhere to all policies and procedures, as required by the Authority (and/or Client Organisation's) whilst on their site/premises.

16. Specialist Waste Solutions

16.1. Due to the nature of many Government operations and the need to comply with the relevant laws and legislation, from time to time the Authority (and/or Client Organisation's) may require access to specialist providers to dispose of Waste. Where this is a requirement the Supplier shall work with the Authority (and/or Client Organisation's) to propose a solution in a timely manner which allows the Authority (and/or Client Organisation's) to meet its obligations. The process is set out in Appendix 3.

17. Standards

17.1. The Supplier must hold the following relevant standards; as a minimum:

- ISO9001 Quality management
- ISO14001 Environmental Management or equivalent.
- Hazardous transportation (DfT)

17.2. The Supplier shall provide details of any updates to their quality assurance system and/or accreditations (including copies of certificated evidence) operated by their company, which are applicable to this contract.

17.3. The Supplier shall provide details of any current and future environmental policies and/or accreditations (including copies of certificated evidence) developed/received by their company, which are applicable to this contract.

18. Legal Requirements

18.1. Suppliers must provide full details of any current investigations along with any convictions or prosecutions brought against the company for the failure to comply with Waste legislation and regulations during the past three years. Any investigations, sanctions or penalties imposed on the Supplier during the course of the contract must be notified to the Authority (and/or Client Organisation's) immediately and an annual declaration of the above on the anniversary of the contract.

- 18.2. The Supplier is required to comply with all current and future legislation, regulations and guidance during the term of the contract. The Authority (and/or Client Organisation's) recognises that legislative and regulative compliance from the Supplier does not absolve the Authority (and/or Client Organisation's) from their own specific responsibility to comply with legislation and regulations. The Supplier shall ensure the Authority (and/or Client Organisation's) is notified of changes to all relevant legislation, regulations and guidance to ensure that the Authority (and/or Client Organisation's) is able to meet its own duty of care responsibilities as stipulated in the Environmental Protection Act 1990.
- 18.3. The Authority has provided a list of legislation and guidelines in paragraph 19 which it considers are applicable to this contract. This list is not exhaustive, and it is the Supplier's responsibility to ensure that they and their solutions to this contract remain compliant at all times.
- 18.4. The Supplier(s) will be required to prepare and present proposals to the Authority (and/or Client Organisation's) to encompass new legislation, regulation and best practice as and when enacted.
- 18.5. The Supplier and any Sub-Contractors must provide details of any trade authorities/associations they are accredited to or members of (e.g. Sanitary Medical Disposal Services Association, Chartered Institute of Waste Management, Environmental Services Association etc.)

19. Duty of Care

- 19.1. In accordance with its duty of care principles The Authority (and/or Client Organisation's), shall implement a formal monitoring system with the Supplier to commence at the start of the Contract and will be based on a continuous assessment process throughout the life of the contract.
- 19.2. To ensure that the Authority's (and/or Client Organisation's) duty of care in respect of Waste is adequately discharged, the Supplier is required to:
- Confirm that prior to proposing a site to be used as part of any solution for the Authority (and/or Client Organisation's) the Supplier has visited the sites to establish the suitability of their proposed arrangements for the Destruction / Disposal of Waste.
 - Provide a fully detailed audit trail relating to the Destruction/Disposal of all Waste streams - including appropriate method statements where significant risk is identified.
 - Provide details of weighbridge facilities and Waste tracking processes.
 - Produce a complete procedure, which covers all the requirements of the Environmental Protection Act 1990 and Hazardous Waste Regulations 2014, including Code of Practice on Duty of Care, COSHH and the requirements of the Health and Safety at Work Act. This must include formal risk assessment documentation and details of measures taken to monitor and review.
 - The Supplier is required annually to provide a 'duty of care' report for any Sub-Contractor that they propose to use during the execution of this contract either frequently or on a contingency basis.

19.3. Adherence to duty of care principles will be a continuing process throughout the duration of the contract. The Authority (and/or Client Organisation's) reserves the right to monitor and/or observe the Waste through all stages of Disposal. This is to ensure that no divergence from specification or instances of unacceptable working practice occurs. This will be in accordance with the Authority's (and/or Client Organisation's) duty of care requirements. Part of the monitoring process will require access to the Disposal facilities during the provision of the service. This action shall in no way absolve the Supplier from its responsibilities under statutory legislation as part of this contract.

19.4. **Legislation, ACoP or similar industry or Government guidelines**

The following legislation, Approved Codes of Practice (ACoP) or similar industry or Government guidelines shall apply at all times:

- Waste (England and Wales) Regulations 2011;
- The Controlled Waste (England and Wales) Regulations 2012;
- The Waste (Miscellaneous Provisions) (Wales) Regulations 2011;
- The Waste (Scotland) Regulations 2011;
- The Environmental Protection Act 1990 (the "EPA");
- Pollution Prevention and Control Regulations 2000 (the "PPC" Regulations);
- 2007 Standard Industrial Classification (SIC);
- Waste Electrical and Electronic Equipment (WEEE) Regulations 2006; and
- The Government Security Classifications Policy (2014).
- Dangerous Goods Regulations on labelling, containment and security for transport shall be adhered to.
- Control of Substances Hazardous to Health Regulations shall be adhered to.
- The Supplier shall comply with any relevant Bio Security measures brought into force at any time by the Department for Environment, Food and Rural Affairs (DEFRA) or other Regulatory Authority.

The list provided above is not exhaustive. The supplier shall comply with all applicable legislation, health and safety requirements, security standards and all relevant guidance and regulations including EC List of Waste Decision 2000/532/EC (as amended by 2014/955/EU).

The Supplier shall comply with any relevant bio security measures brought into force at any time by the Department for Environment, Food and Rural Affairs (DEFRA) or other Regulatory Authority.

Where legislation, Approved Codes of Practice (ACoP) or similar industry or Government guidelines are updated or superseded during the term of the Contract the updated or superseded legislation, Approved Codes of Practice (ACoP) or similar industry or Government guidelines will apply.

20. Audit

20.1. The Authority (and/or Client Organisation's) reserves the right to visit and inspect, at any time, any or all of the specified site(s)/facilities(s) in accordance with its "Duty of Care" responsibilities under the Environmental Protection Act 1990 and the Hazardous Waste (England and Wales) Regulations 2005 and applicable amendments.

- 20.2. The Authority (and/or Client Organisation's) reserves the right to attend, review, inspect and assure, with or without prior notice, all sites, processes and records relating to the service delivery of the contract.
- 20.3. Where requested, the Supplier shall allow access for the Authority's (and/or Client Organisation's) Personnel to witness the Destruction of Waste, e.g. for Category A Waste commodities, at the time they take place.
- 20.4. The Authority (and/or Client Organisation's) shall have the right to spot check the process at any stage and view CCTV coverage; and
- 20.5. The Authority (and/or Client Organisation's) shall on occasion have the right to request that selected CCTV coverage is provided securely in an appropriate format.

21. Income Realisation

- 21.1. The Authority (and/or Client Organisation's) is committed to realise income from its activities. The Authority (and/or Client Organisation's) requires the Supplier to work with the Authority (and/or Client Organisation's) to identify ways to increase the recovery of income from the Disposal activity whilst applying the Waste Hierarchy for the Disposal of its Waste.

22. Contract Management

- 22.1. Contract review meetings will be held on a regular basis between the Supplier and the Authority's (and/or Client Organisation's) representatives. It is intended that these meetings will provide both parties with the opportunity to raise issues related to performance, incidents, finance, new legislation, targets, overall volume, continuous improvement initiatives and/or any other aspect of the contract. This will provide a forum for open discussion to ensure continued success of the relationship. Further detail is provided in Call Off Schedule 8.1 Governance.

23. Risk management and Business Continuity Plans

- 23.1. The Supplier must ensure that appropriate, Authority (and/or Client Organisation's) approved and tested, plans are in place to ensure that the Services and Personnel levels are unaffected by maintenance shutdowns, planned or unplanned, Public Holidays and other peak holiday times.
- 23.2. The Supplier shall put in place robust processes to identify, classify and mitigate / eliminate risks. The Supplier and the Authority (and/or Client Organisation's) will have a joint risk register which the Supplier shall own and maintain. This will form part of the contract management review meetings.
- 23.3. The Supplier shall maintain and provide full records, including the administration of a joint risk register as per the requirements set out in Call Off Schedule 8.6 Business Continuity and Disaster Capability.
- 23.4. The Supplier shall ensure that they have robust Business Continuity and Disaster Recovery Planning (BCDRP) in place, which have been agreed by the Authority (and/or Client Organisation's) and that they are reviewed as a minimum once every six Months, with regular desk top exercises undertaken, especially following invocation of said plans. These plans shall include the management of industrial

action at its own or the Authority (and/or Client Organisation's) operation, if appropriate, that of its personnel (including all Sub-Contractors) and industrial action within the operations of any link within the supply chain.

- 23.5. The Supplier must present and agree the business continuity plans with the Authority (and/or Client Organisation's) in accordance with Call Off Schedule 8.6 Business Continuity and Disaster Capability.
- 23.6. Where instructed by the Authority (and/or Client Organisation's) the Supplier must provide full details of all backup treatment/Disposal sites or facilities to be used by the Supplier in the event of a primary site being unavailable.
- 23.7. The Authority (and/or Client Organisation's) and Supplier should work collaboratively on developing and testing all BCDRPs business continuity arrangements on both sides, both parties will amend plans as required.
- 23.8. In the event of a Waste facility being unavailable, either planned or unplanned, the Supplier must have clear and detailed contingency plans in place which have been shared with the Authority (and/or Client Organisation's). In the event the plan is invoked the Supplier is expected to continue to fulfil their obligations to the Authority (and/or Client Organisation's) in such circumstances at no extra cost to the Authority (and/or Client Organisation's). If this occurs the Supplier must inform the Authority's (and/or Client Organisation's) representative in writing, this is to ensure adherence to the Environmental Protection Act 1990, the Environmental Protection (Duty of Care) Regulations 2003, and the Waste (England and Wales) Regulations 2011. As a minimum this should include the following:
 - The nature of the problem
 - Expected timescales for resolution of the problem
 - Any potential adverse effect on Services
- 23.9. Contingency plans are to be reviewed/updated as specified in Call Off Schedule 8.6 Business Continuity and Disaster Capability throughout the contract, written confirmation must be provided to the Authority (and/or Client Organisation's).

24. Witness Statements

- 24.1. The Supplier shall note that, whilst unlikely, there may be occasion for attendance at a court hearing, on these occasions the production of a witness statement will be required; the Supplier shall assist with this to ensure data provision is as required by the courts. Where required by the Authority (and/or Client Organisation's), witness statements shall be provided by the Supplier within 5 Working Days, which is the standard request by the Authority (and/or Client Organisation's), but on occasion it may be required more quickly. This may require the associated witness statement provider being required to attend court.

25. Certificate of Destruction and Disposal

- 25.1. The Authority (and/or Client Organisation's) requires the Supplier to provide evidence that the Destruction/Disposal of all Waste has been carried out in accordance with the Statement of Requirements (Specification) and adhering to contractual terms and conditions.
- 25.2. The Supplier shall have the capability to provide an auditable end-to-end service to track and electronically trace all Waste from receipt into a Disposal facility until

actual physical Disposal, including all intermediary treatment. In addition, the Supplier shall complete and retain the necessary records to evidence that Disposal has taken place.

25.3. For each Disposal, the Supplier shall provide a signed Disposal or Recycled certificate in a format specified by the Authority (and/or Client Organisation's). Hard and electronic copy of certificate for each disposal must be supplied. Electronic copy to Operational Contract Manager and in addition a hard copy posted to the Operational Contract Manager for retention. As a minimum this must include:

- Unique reference number (for each load);
- Date and time of disposal;
- Address where items disposed
- Breakdown of load to include;
 - Items destroyed
 - Items recycled
 - Method of disposal (e.g. incinerated, cardboard pulped)
- Weight of Waste destroyed;
- Details of any waste sold on to include:
 - Entity waste sold to
 - Date of sale
 - Waste sold and price paid/any consideration received
 - Customs Duty coding and applicable rate of Duty
 - Evidence of payment received (attached to Certificate)
- Witness signature timed and dated. (Witness signature must not be of the driver of the load).

25.4. The format, detailed content and communication method of the Disposal paperwork/certificates will be agreed between the Authority (and / or Client Organisation's) and the Supplier at Call Off.

26. Sub-Contracting

26.1. Suppliers shall provide name(s), addresses(s) and contact details of all proposed sub-contracted Suppliers in their supply chain and/or all third parties to be employed within the contract in their tender proposal together with all relevant licences and requirements as detailed in paragraph 19.

26.2. The Supplier(s) shall not sub-contract any aspect of the service including collection, transportation or Disposal of Waste without the prior consent in writing of the Authority (and/or Client Organisation's).

26.3. Where Sub-Contractors are used, there will be no extension to the Disposal/treatment timescales listed in Table 1. The timescales are for both the Supplier and the Sub-Contractor and does not allow for that timescale for each party.

27. Incident Reporting

27.1. There may be times when the Authority (and/or Client Organisation's) or the Supplier will raise an incident which could be in relation to: security, environmental or Health & Safety (H&S).

27.2. Security incidents may be categorised as (but not limited to):

- Waste that cannot be traced;
- Waste that has not arrived at designated location;
- Waste that has been found in unauthorised areas;
- Waste which has been identified as being tampered with.

27.3. Environmental incidents can be categorised as:

- Waste that is deemed to have breached the Environmental legislation;
- Activities in the handling of Waste have breached the Environmental legislation.

27.4. Health & Safety (H&S) incidents can be categorised as:

- Waste that is deemed to have breached the H&S legislation;
- Activities in the handling of Waste have breached the H&S legislation.

27.5. The Authority (and/or Client Organisation's) and the Supplier shall on discovery of an incident inform the agreed point of contact at the earliest opportunity, providing as much detail pertaining to the incident as possible to allow for full consideration of the follow up activity/investigation and possible involvement of the Police. Each incident will be considered on a case-by-case basis.

27.6. The Supplier shall report issues in line with the incident reporting process specified by the Authority (and/or Client Organisation's) at call off. As part of this the Authority (and/or Client Organisation's) will work with the Supplier to establish a route of escalation for the Supplier to utilise.

28. Complaints Handling

28.1. The Supplier shall ensure that a robust process is in place to manage any complaints which may arise.

29. Mobilisation

29.1. The Supplier shall provide the Authority (and/or Client Organisation's) with an indicative Mobilisation Plan as part of the call off process. As a minimum this will include:

- Key activities and milestones;
- The programme of high level tasks and critical path for implementing the requirements;
- Business Processes;
- Storage / Temporary storage availability/approval;
- Security;
- Licences, clearances and Permits;
- IT systems (including vehicle tracking where appropriate)
- Exit Plan
- Statement of Readiness
- Mobilisation MI will be required during this phase, to monitor progress.

- 29.2. A Detailed Mobilisation Plan is required, as per Call Off Schedule 6.1 Mobilisation, which covers the deliverables with the most efficient outline of timescales within the tender responses. To inform the Mobilisation Plan the Authority (and/or Client Organisation's) will hold an extensive workshop between the Authority (and/or Client Organisation's) and the Supplier to work through the full requirements within two weeks of contract award.
- 29.3. The Authority's (and/or Client Organisation's) Security Team shall, where deemed appropriate, carry out detailed inspections of all Disposal site storage locations indicated to be used to undertake any of the Services under the contract during the mobilisation period. All storage sites must meet the Authority's (and/or Client Organisation's) security requirements by the end of mobilisation period.
- 29.4. Where requested by the Authority (and/or Client Organisation's) at Call Off the Supplier shall allocate a dedicated project manager for the duration of the mobilisation period.

30. Health and Safety

- 30.1. The Supplier is required by Law to comply with all Health and Safety legislation, including, but not limited to; the Health and Safety at Work etc. Act 1974; the Management of Health and Safety at Work Regulations 1999; the Control of Substances Hazardous to Health Regulations (COSHH) 2002 as amended; The Carriage of Dangerous Goods Regulations 2009 ('CDG 2009') and ADR 2015.
- 30.2. The Supplier shall meet all the relevant health and safety requirements associated with current and future legislation in discharging its duties under this contract; including (but not limited to) conducting appropriate risk assessments, adhering to safe systems of work and implementing appropriate control measures. When necessary, this may require the assistance of the Authority (and/or Client Organisation's) which shall not be unreasonably withheld.
- 30.3. The Supplier shall provide for inspection purposes to the Authority (and/or Client Organisation's) risk assessments and safe systems of work when operating machinery or operations on the Authority's (and/or Client Organisation's) premises.
- 30.4. The Supplier shall demonstrate that it has robust risk assessment procedures in place, covering the full scope of the activities and Services to be delivered. It will identify the hazards likely to be encountered, the people likely to be exposed to harm and the procedures it has in place to mitigate those risks.
- 30.5. The Supplier shall provide details of the recognised safety competencies and qualifications of those delivering the Services, including training records and previous experience, including (but not limited to) health and safety managers; Dangerous Waste safety advisers; crews of haulage vehicles and other carriers, packers, fillers, loaders, un-loaders and banksmen.
- 30.6. The Supplier shall ensure that it has access to a competent level of health and safety advice, for referral of issues and incidents as they arise. The Supplier shall maintain membership of relevant trade associations throughout the contract period.

- 30.7. The Supplier shall demonstrate an improving picture of health and safety during the contract period. Reports on health and safety performance will be required by the Authority (and/or Client Organisation's) upon request.
- 30.8. The Supplier shall demonstrate continuing best practice in managing health and safety through provision of documentary and other evidence including proactive engagement between the Supplier and the Authority (and/or Client Organisation's).
- 30.9. The Supplier shall provide the Authority (and/or Client Organisation's) with access to any health and safety accident or incident reports related to the Destruction and Disposal of Waste upon request, these should be provided promptly and within a maximum of 5 Working Days.
- 30.10. The Supplier shall co-operate fully with any health and safety monitoring which the Authority (and/or Client Organisation's) may require. This includes (but is not limited to) site visits, vehicle inspections, training records, the provision of consignment and Disposal documentation, hazard identification procedures and signage.

31. Invoicing and Payment

- 31.1. Those who use the Services (service recipients) will currently have a specific approach to paying for Services, however the Supplier must be able to accommodate split referencing and invoicing for activity by each service recipient using the Contract.
- 31.2. All invoices must quote the weighbridge information upon receipt of Waste Load, the unique reference number, current price per tonne/unit, or unit cost, for the Destruction/Disposal and relevant waste transfer notes, Hazardous Waste consignment notes and certificates of Destruction/Disposal.

32. Service Levels/Key Performance Indicators (KPI)

32.1. The minimum KPIs for the Destruction and Disposal of specified products are:

Lot 1 & Lot 2

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 01	Acknowledgement of authority destruction/disposal request (urgent and standard)	the supplier will acknowledge all requests from the Authority	100% of requests for a disposal slot will be acknowledged within one hour Measured monthly.	95%	Destruction/disposal request e-mail received by supplier from by Authority with date / time stamp	Destruction/disposal acknowledgement e-mail received by Authority from the supplier with date / time stamp
KPI 02a	Supplier Action plan with proposed destruction/disposal time and date (Urgent)	The supplier to provide destruction/disposal time slot and action plan to Authority from request	100% of requests for an urgent destruction/disposal slot will be provided with an action plan within 3 hours Measured Monthly	95%	Destruction/disposal request e-mail received by supplier from by Authority with date / time stamp	destruction/disposal time slot and action plan received by e-mail by Authority from the supplier with date / time stamp
KPI 02b	Supplier Action plan with proposed destruction/disposal time and date (standard)	The supplier to provide destruction/disposal time slot and action plan to Authority from request	100% of requests for a standard destruction/disposal slot will be provided with an action plan within 24 hours Measured Monthly	95%	destruction/disposal request e-mail received by supplier from by Authority with date / time stamp	destruction/disposal time slot and action plan received by e-mail by Authority from the supplier with date / time stamp

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 03a	Supplier to process and destroy/dispose of goods in accordance with the authority's risk categories schedules and the agreed action plan	The goods are destroyed/disposed of in accordance with the risk category specified by the authority in the request.	Categories: Goods will be either destruction/disposed of in accordance to the risk category guidance Measured monthly: Category A goods will be Destruction & Disposed of at 100%	Category A 100%	Waste arrives at supplier's premises, as per the agreed action plan. Unless otherwise agreed by the authority in writing.	Destruction/ disposal of goods to agreed action plan.

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 03b	Supplier to process and destroy/dispose of goods in accordance with the authority's risk categories schedules and the agreed action plan	The goods are destroyed/disposed of in accordance with the risk category specified by the authority in the request.	Categories: Goods will be either destruction/disposed of in accordance to the risk category guidance Measured monthly: Category B goods will be destruction of at 100% Measured Monthly	Category B 100%	Waste arrives at supplier's premises, as per the agreed action plan. Unless otherwise agreed by the authority in writing.	Destruction/ disposal of goods to agreed action plan.

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 03c	Supplier to process and destroy/dispose of goods in accordance with the authority's risk categories schedules and the agreed action plan	The goods are destroyed/disposed of in accordance with the risk category specified by the authority in the request.	Categories: Goods will be either destruction/disposed of in accordance to the risk category guidance Measured monthly: Category C goods will be destruction of at 95% Measured Monthly	Category C 90%	Waste arrives at supplier's premises, as per the agreed action plan. Unless otherwise agreed by the authority in writing.	Destruction/ disposal of goods to agreed action plan.

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 03d	Supplier to process and destroy/dispose of goods in accordance with the authority's risk categories schedules and the agreed action plan	The goods are destroyed/disposed of in accordance with the risk category specified by the authority in the request.	Categories: Goods will be either destruction/disposed of in accordance to the risk category guidance Measured monthly: Category D goods will be destruction of at 95% Measured Monthly	Category D 50%	Waste arrives at supplier's premises, as per the agreed action plan. Unless otherwise agreed by the authority in writing.	Destruction/ disposal of goods to agreed action plan.
KPI 04a	Transport for standard requests is provided to collect waste (standard) (If the option of transport services invoked)	The supplier to provide transport for collection of waste from the Authority's request and agreed action plan	100% of standard requests for transport will be provided within 48 hours unless otherwise agreed by the authority in writing. Measured monthly.	95%	Transport agreed in accordance within the agreed action plan from authorities request	waste is delivered using suppliers transport in accordance of agreed action plan

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 04b	Transport for urgent requests is provided to collect waste (urgent) (If the option of transport services invoked)	The supplier to provide transport for collection of waste from the Authority's request and agreed action plan	100% of urgent requests for transport will be provided within 24 hours unless otherwise agreed by the authority in writing. Measured monthly.	95%	Transport agreed in accordance within the agreed action plan from authorities request	waste is delivered using suppliers transport in accordance of agreed action plan
KPI 06	Destruction/disposal and Recycle Certificates	The supplier to provide completed certification documentation as agreed with the Authority requirement	100% of data will be captured in line with authority's requirement and agreed action plan, unless otherwise agreed by the authority in writing within 3 working days of destruction/disposal Measured Monthly	100%	Supplier destroys/disposes of goods in accordance of agreed action plan and produces destruction/disposal documentation in accordance with authority's requirement	destruction/disposal documentation is received by the authority by agreed electronic means (pdf/letter) within 3 working days of the disposal
KPI 07	Storage of Pallets	The supplier to retain pallets for a maximum of 30 days to the same standard of specification provided by the authority.	100% of the pallets received by the supplier will be stored for a maximum of 30 days.	70%	Pallets are received by the supplier and stored.	Pallets of the same specification received by the authority are collected within 30 days.

32.2. The minimum KPIs for Lot 3 are:

Lot 3

Original KPI	Title	Definition	Minimum Target Performance	Critical Service Failure	KPI Start	KPI stop
KPI 08	Disposal/destruction Category Breakdown (urgent)	The supplier shall provide a detailed breakdown of each destruction/disposal load and recommend the most appropriate route for destruction, in line with the specification at Authority request	100% The supplier will provide an action plan to the authority requirement within 24 hours for critical/urgent requests in line with authority's requirement Measured monthly	90%	The Authority requests urgent destruction/disposal to the supplier.	The supplier provides detailed report with breakdown of recommended route for destruction/disposal, as per the Lot 3 service requirement.
KPI 08b	Destruction/disposal Category Breakdown (standard)	The supplier shall provide a detailed breakdown of each destruction/disposal load and recommend the most appropriate route for destruction/disposal, in line with the specification at Authority request	100% The supplier will provide an action plan to the authority requirement within 5 working days for standard requests in line with authority's requirement Measured monthly	90%	The Authority requests destruction/disposal to the supplier.	The supplier provides detailed report with breakdown of recommended route for destruction/disposal, as per the Lot 3 service requirement.

***Each KPI is measured within the Authority's operating hours.**

- 32.3. Where the above service levels are not being met, the Supplier shall ensure that appropriate extra resources are committed promptly, and action is taken to resolve any issues to the satisfaction of the Authority which may include a Performance Improvement Plan (PIP) in accordance with Call Off Schedule 2.2 Performance Levels.

33. Additional Framework Requirements

- 33.1. This section provides details of the mandatory Contract Management requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the requirements of this Contract.

33.2. Framework Management Nominated Contacts

The Supplier shall provide a suitably qualified nominated 'Framework Manager' who will take overall responsibility for delivering the goods and / or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.

The Supplier shall within five (5) Working Days of the Framework commencement date send to the Authority the name and contact details (including email address and telephone numbers) of the nominated Framework Manager and deputy.

The Supplier shall communicate any change in Framework Manager to the Authority, no less than one (1) Month in advance of the planned change.

33.3. Social Value

The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental wellbeing in connection with public services contracts and for connected purposes as well as allowing for national and local strategies around this area.

The Supplier may be required at the Call-Off stage to identify, as an optional variant, the social value initiatives it proposes as proportionate and relevant to the Contract and shall be responsible for recording and reporting performance against agreed Social Value scorecards. These initiatives will include:

- Creating supply chain opportunities for SME's;
- Appointment of apprenticeships;
- Providing additional opportunities for individuals or groups facing greater social or economic barriers;
- Recruitment of locally engaged labour;
- Recruitment of long-term unemployed labour;
- Recruitment of NEET's labour;
- Recruitment of local supply chain partners;
- Procurement and sourcing of sustainable Services and products;
- Encouraging ethical and fair trade procurement; and
- Encouraging community engagement.

33.4. Community benefits

The Supplier shall ensure that they adopt a positive stance on delivering community benefits throughout the life of the Framework Contract Period and any Call-Off contracts.

33.5. The Public Sector in the UK

The public sector in the UK is committed to the delivery of high quality public services and recognises that this is critically dependent on a workforce that is well rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development, are diverse and is engaged in decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service.

Public bodies in the UK are adopting fair work practices, which include:

- A fair and equal 'pay policy' that includes a commitment to supporting the Living Wage, including, for example being a 'Living Wage Accredited Employer';
- Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to 'Modern Apprenticeships' and the development of the UK's young workforce;
- Promoting equality of opportunity and developing a workforce which reflects the population of the UK in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;
- Support for learning and development; stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts;
- Flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance; and
- Support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give personnel an effective voice.
- In order to ensure the highest standards of service quality in this Contract the public bodies in the UK expect Suppliers to take a similarly positive approach to fair work practices as part of a fair and equitable employment and reward package.

34. Optional Services

34.1. Transport Requirements – applicable to Lots 1 & 2

Where transport services are required, the Authority (and/or Client Organisation's) will provide the Supplier with details of the required collection date, address, weight, waste type and any particular security considerations with a minimum of 48 hours' notice for standard and 24 hours for urgent collection requirements. The Authority (and/or Client Organisation's) shall advise at Call Off of the exact notice period.

Where the Supplier is required to provide transport to meet the Authority's (and/or Client Organisation's) Service requirements the following will apply:

- The Supplier shall be responsible for monitoring the Waste in transport by provision of a tracking system for vehicles and shall ensure that all unauthorised stops during transport are reported to the Authority (and/or Client Organisation's) in line with the requirements specified at Call Off.
- The Supplier shall ensure that priority mechanical and/or roadside assistance is available to support the Services.
- Where Category A Waste is being transported or other high-risk Waste further requirements are set out in DGSA Guidance on the Security of Dangerous Goods

34.2. Suppliers Vehicles

Where the Supplier is required to provide vehicles to meet the Authority's (and/or Client Organisation's) service requirements the following will apply:

- The Supplier must at all times utilise suitable vehicles in the delivery of Services. They must be suitably designed and maintained and therefore appropriate for the Services being provided, whether that be secure on-site Destruction or secure off-site transportation and unloading.
- Vehicles must be fitted with warning systems which become operative when the vehicle is reversing and should be suitably maintained in order that they comply with all legislative requirements (MOT, Road Tax, insurance, etc) and to ensure that they operate in the most efficient manner possible, in line with industry best practice.
- Where a visit to an Authority (and/or Client Organisation's) site is required the Supplier shall arrive promptly at the designated collection site/building in a suitable vehicle manned with the appropriate number of personnel.
- Where a visit to an Authority (and/or Client Organisation's) site is required the Supplier shall contact the Authority (and/or Client Organisation's) upon arrival and obtain authorisation to access the site /confidential materials.
- The Supplier shall operate in the most efficient manner possible thereby minimising the environmental impact of their activities.
- The Supplier and any Sub-Contractors shall carry appropriate insurances, exercise due care and follow industry best practice in the transportation and handling of the Waste.
- The Supplier shall ensure that it complies with any applicable legal and/or regulatory requirements to transport all of the Waste (however packed) and shall provide the Authority with evidence of any relevant licences or documents, including security clearances, on written request.
- All the transported Waste will be in secured vehicles and the majority packaged on Pallets.
- Specialist vehicles may be required on occasion. e.g. liquids, fuel etc.

34.3. Transport Provision

- Prior to arrival at the Authority's site all vehicle requirements must be understood and accounted for by the Supplier, including site restrictions. This may include the need for additional equipment and items to enable the loading of the pallets onto the vehicle, such as pump trucks or moffets, shrinkwrap or in occasional instances provision of empty pallets on arrival at site to the Authority.

- The Supplier is responsible for ensuring the pallets to be loaded onto the vehicle are safe and stable loads, able to be transported from collection point to disposal site. The Authority will endeavour where possible to provide loaded pallets with no overhang, shrink-wrapped and in an accessible and secure location onsite.
- The Supplier will be directed by the Authority as to who will load the pallets onto the vehicle. It is envisaged that this will be mainly undertaken by the Authority's third party logistics provider but there will be instances where this will need to be undertaken by the Supplier.
- The Supplier will apply a seal to the load, and this must be witnessed by the Authority at the time the load is sealed. The seal shall usually consist of a TIR cord and seal or a sealed vehicle. Details of the seal number shall be recorded on all copies of the Authority's tally sheet and/or shipping document;
- The Supplier shall agree and sign a completed tally sheet and/or shipping document for disposal purposes with the Authority's representative at the originating location.
- The Supplier will transport the sealed load directly to the disposal site. Unscheduled stops must be agreed with the Authority and must be in a secure location. The load cannot be left unattended unless in a secure location agreed by the Authority.
- The Supplier will confirm with the Authority's representative at the Disposal site (or on arrival at the Disposal site if the Authority is using the Suppliers Transport) that the vehicle seal is intact, the number on the seal matches the number on the tally sheet and/or shipping document and that the vehicle contents correspond with the Authority's / Supplier's delivery paperwork;
- Containers shall be sealed by the Authority prior to being sent for disposal. The Supplier shall confirm that each seal is still intact on arrival at the Supplier's site;
- If the vehicle or container seal has been compromised, the vehicle or container shall be quarantined, and the seal shall be photographed by the Authority's representative at the Disposal site (or by the Supplier if the Authority is using the Suppliers Transport);
- Any discrepancies shall be reported to the Authority's Contract Management Team immediately by telephone and confirmed by e-mail by the Authority's representative at the Disposal site, prior to any products being removed from the vehicle;
- The Authority shall instruct the Supplier as to how to proceed having appraised the specific circumstances of the incident;
- The Supplier shall advise the Authority of and seek approval for, any change in approach.

35. Lot 1 – Secure Waste Destruction and Disposal Services

35.1. Mandatory Requirements

Waste Disposal Requirement

The Authority wishes to appoint Suppliers who can provide the most economic secure route for Destruction and Disposal via waste to energy.

The Supplier shall have the capability, capacity and suitably skilled Supplier Personnel to meet the requirements of the Authority's (and/or Client Organisation's) delivery timescales as specified at Call Off stage.

The mandatory requirements for the Services shall include but not be limited to:

- Secure Destruction and Disposal Services;
- Audit trail for Waste Destruction and Disposal;
- MI reporting;

35.2. This section provides details of the Services required under Lot 1 Secure Destruction and Disposal Services – Mandatory

In addition to the general requirements the Supplier shall be expected to fulfil the following Services in their entirety in order to meet the requirements of this Contract.

When the Authority's (and/or Client Organisation's) 3rd party logistics provider delivers the Waste to the Suppliers site it will be a sealed Load. The seal shall usually consist of a TIR cord and seal or a sealed vehicle. Details of the seal number shall be recorded on all copies of the Authority's (and/or Client Organisation's) tally sheet and/or shipping document;

The Supplier shall agree a completed tally sheet and/or shipping document for Disposal purposes with the Authority's (and/or Client Organisation's) representative at the originating location prior to acceptance of the goods, and provide the Authority's (and/or Client Organisation's) representative with a certified receipt bearing the signature of the Supplier's representative within three (3) Working Days of the delivery;

The Load shall be checked into site by the Suppliers representative who shall confirm that the vehicle seal is intact, the number on the seal matches the number on the tally sheet and/or shipping document and that the vehicle contents correspond with the Authority's (and/or Client Organisation's) 3rd party logistics providers delivery paperwork;

Containers shall be sealed by the Authority (and/or Client Organisation's) prior to being sent for Disposal. The Supplier shall check to confirm that each seal is still intact on arrival at the Supplier's site;

If the vehicle or container seal has been compromised, the vehicle or container shall be quarantined, and the seal shall be photographed by the Supplier;

Any discrepancies shall be reported to the Authority's (and/or Client Organisation's) contract management team immediately by telephone and confirmed by e-mail, prior to any products being disposed of;

The Authority (and/or Client Organisation's) shall instruct the Supplier on how to proceed based on the specific circumstances of the incident;

On no account should Waste be disposed of without an accompanying document authorising Disposal by the Authority (and/or Client Organisation's); and

Seized products for Destruction on the Supplier's site must be destroyed in line with timescales set out in Tables 2.1 – 2.4 upon arrival at the Supplier's site.

Wherever possible and/or practicable prior to Destruction all products will be stripped of any associated packaging i.e. cardboard. This material will be baled ready for being sent for recycling.

Destruction of Waste will be completed via the method agreed between the Authority (and/or Client Organisation's) and Supplier. Once destroyed the Waste will be unusable and, in most cases, unrecognisable.

The Supplier shall have a process in place to deal with Hazardous goods (or items which contain elements which are Hazardous) e.g. items containing batteries or with a high level of wiring and/or circuitry should be handled/destroyed appropriately.

The Supplier shall proactively seek opportunities to reduce costs.

For example, where the Disposal of Waste is possible without prior Destruction:

- a) Without compromising the Authority's (and/or Client Organisation's) requirements e.g. security;
And
- b) The economic result is in the Authority's favour.

The Supplier shall advise the Authority (and/or Client Organisation's) of and seek approval for, any change in approach.

As the majority of the Waste for Disposal will have been seized as part of Law Enforcement activity the Authority (and/or Client Organisation's) needs to be sure that the seized goods will not re-enter the consumer market and as such the only options available to the Authority on the Waste Hierarchy are recycle, recover and Disposal. Recycling and recover are only options where the seized goods themselves have been destroyed to the levels specified by the Authority (and/or Client Organisation's).

The Waste will be a mixture of Hazardous and Non-Hazardous and the Authority intends to appoint Suppliers who can handle both elements in line with the minimum Waste types (Core Seized Goods List) set out in Appendix 2. The majority of Waste will be Non-Hazardous.

Waste shall be presented to the Supplier in a variety of ways, such as (but not restricted to), bags, boxes and kegs; cages; commercially palletised or palletised for storage purposes; loose in a bulk container (containerised) or tanker. The Supplier shall have the capability to process this full range of Waste and packaging, in providing the Services.

In the majority of cases Waste will be palletised. Suppliers will be required to hold pallets awaiting collection/return to the Authority for up to a maximum of 30 days.

35.3. Waste Service Principals

The Supplier shall ensure that the Waste is destroyed and disposed of in line with the Authority's (and/or Client Organisation's) requirements and applicable legislation.

The Supplier shall work with the Authority (and/or Client Organisation's) to ensure that the approach to the Service meets the following principles:

- Economic – Is this the most economical way for the Authority (and/or Client Organisation's) to dispose of the Waste?
- Practicable – Is there capacity and/or the technologies available?
- Environmental - Does this Disposal route meet Industry standards and the Authority's (and/or Client Organisation's) expectations on the Environment?

35.4. Hazardous Waste

The Supplier will have the capability to provide a service for the Disposal of Hazardous Wastes and provide suitable receptacles for this type of Waste in accordance with the Authority's (and/or Client Organisation's) requirements.

The Supplier shall handle, transport, treat and dispose of all Hazardous Wastes in a manner suitable to their nature and potential to pollute or cause harm. The Supplier shall take into account the dangerous goods regulations on labelling, containment and security for transport. Details of hazardous materials for regular Disposal shall be specified at Call-Off stage.

Where the Authority's (and/or Client Organisation's) Hazardous Waste includes ordnance and pyrotechnic related Waste the Supplier shall ensure that all Waste is checked and made safe prior to Disposal.

35.5. Security

In line with the requirements set out in this Schedule, its appendices and any specific requirements set out by the Authority (and/or Client Organisation's) at Call Off.

35.6. Destruction

The Supplier shall ensure that Waste is destroyed in line with the Waste category levels specified by the Authority (and/or Client Organisation's). Goods sent for disposal must be destroyed. For the purposes of disposal, the term 'destroyed' is described in the Definitions on page 5 of this document.

Under no circumstances prior to destruction are the goods (whether intact or dissembled) to be sold. Equally they cannot be supplied in part or whole, free of charge or for a consideration to third party.

If for the purpose of completing the destruction process, the services of a third party are required, prior approval must be requested from the Authority. The request must specify who the third party is and the nature of destruction that requires their assistance.

- There may be Customs Duty due on any onward sale of waste resulting from the destruction of goods. It is the responsibility of the Supplier to ensure that any Customs Duty arising is correctly calculated, accounted for and paid. This may be subject to legislative changes when the transition period ends.

Examples of the sort of waste products and applicable duty rates are set out in Appendix 3. The Supplier is responsible for correctly classifying the waste and applying the correct rate of duty. Advice on classification is available at <https://www.gov.uk/guidance/ask-hmrc-for-advice-on-classifying-your-goods>

35.7. **Disposal**

The Authority requires the Supplier to utilise applicable energy recovery technologies for Disposals where ever possible, including but not limited to combustion with energy recovery, anaerobic digestion, processes including gasification and pyrolysis, advanced biorefinery technologies or other energy recovery. It is expected that where ever possible the Supplier shall provide a waste to energy rebate back to the Authority (and/or Client Organisation's) either as part of the overall price or as a separate rebate.

35.8. **Certificate of Destruction and Disposal**

The Supplier shall provide an electronic and hard copy Destruction/Disposal certificate to the Authority (and/or Client Organisation's) in line with paragraph 25.3.

As a law enforcement agency, the Authority (and/or Client Organisation's) requires accurate and auditable control of Waste. The Supplier shall satisfy the necessary audit trail, through the effective control of the Waste and ensuring the Waste is handed at all times in accordance with classification (A, B, C or D) as specified by the Authority (and/or Client Organisation's).

The Supplier shall retain all data and maintain records of actions which are taken in relation to Waste for the Authority (and/or Client Organisation's) which are within its control. The Authority (and/or Client Organisation's) on occasion, may require access to such data and records.

- The Supplier shall sign, and date stamp the Destruction orders. Electronic copies shall be returned to the Authority's (and/or Client Organisation's) originating locations within three (3) Working Days. The Supplier shall update the Authority's (and/or Client Organisation's) 's tally sheet and/or shipping document with the Destruction details and return it to the Authority (and/or Client Organisation's) as proof of Destruction and Disposal. Hard and electronic copy of certificate for each disposal must be supplied. Electronic copy to Operational Contract Manager and in addition a hard copy posted to the Operational Contract Manager for retention.

As a minimum, details should include:

- Unique reference number (for each load);
- Date and time of disposal;
- Address where items disposed
- Breakdown of load to include;
 - Items destroyed
 - Items recycled
 - Method of disposal (e.g. incinerated, cardboard pulped)
- Weight of Waste destroyed;
- Details of any waste sold on to include:
 - Entity waste sold to
 - Date of sale
 - Waste sold and price paid/any consideration received
 - Customs Duty coding and applicable rate of Duty
 - Evidence of payment received (attached to Certificate)
- Witness signature timed and dated. (Witness signature must not be of the driver of the load).

35.9. **Landfill**

The Supplier shall limit the use of landfill to only where all other options have been exhausted or ruled out due economic, practicable or technological reasons.

35.10. **Return of Containers**

Where requested by the Authority (and/or Client Organisation's) containers/items holding the Waste delivered to the Supplier such as bins, pallets, kegs, dolavs or cages are to be returned to either the collection location or the owner via the method specified by the Authority (and/or Client Organisation's). The Supplier shall implement a process to ensure the return of such items to the owning organisation e.g. CHEP, Keg Watch on behalf of the Authority (and/or Client Organisation's) if requested.

35.11. **MI Reporting**

The Supplier shall provide a Monthly Management Information (MI) report to the Authority (and/or Client Organisation's) which shall identify the seized goods received and destroyed and the associated Waste Disposal and recycling in line with requirements set out in this Contract;

The MI report shall list the lifts/weights per delivery/location, the amounts destroyed and the returns from recycling;

Where possible the MI report shall identify the impact of Disposal by Waste to energy on the Authority's carbon footprint; and

All MI reports shall be submitted within ten (10) Working Days of each calendar Month end.

The format of the reports shall be agreed between both parties during mobilisation to include any specific requirements set out at Call Off.

35.12. **Audit trail**

In line with the requirements set out in paragraph 35.8 of this agreement and any specific requirements set out by the Authority (and/or Client Organisation's) at Call Off.

35.13. **Service Levels**

Service levels and KPI's are in line with those set out above at 32.1 for Lots 1&2 and 32.2 for Lot 3, and Call Off Schedule 2.2 Performance Levels.

35.14. **Social Value**

The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental wellbeing in connection with public services contracts and for connected purposes as well as allowing for national and local strategies around this area. HMRC is required to comply with a number of

Government Corporate and Social Responsibility requirements as outlined on the “Procurement at HMRC” webpage. Please also refer to paragraph 33.3 of the Framework and section 6.9 of the Tendering Instructions for further information. Successful suppliers awarded a call off contract will be expected to work with HMRC to increase opportunities to achieve the below targets.

Theme	Outcome	Measure & Target
The principle issue being considered	A series of social outcomes that support the theme	A measure against which progress may be reported
Diverse Supply Chain	Appointment of SME sub-contractors (where appropriate and feasible)	% of annual contract spend is with SMEs – Target 33%
Skills and employment	Increased employment of vulnerable groups e.g. people with disabilities, long term-unemployed etc.	% of prime supplier staff come from vulnerable groups – Target 5%
Environmental sustainability	Minimise waste to landfill	% of waste sent to landfill – Target <1%

36. Lot 2 - Secure Waste Processing and Disposal Services

36.1. MANDATORY REQUIREMENTS

The Authority wishes to appoint Suppliers who can provide secure Processing for Waste goods prior to Destruction and Disposal with an increased emphasis on recycling wherever possible and providing rebates to the Authority (and/or Client Organisation's).

The Supplier shall have the capability, capacity and suitably skilled Supplier Personnel to meet the requirements of the Authority's (and/or Client Organisation's) delivery timescales as specified at Call Off stage.

The mandatory requirements for the Services shall include but not be limited to:

- Secure Processing, Destruction and Disposal services;
- Audit trail for Waste Processing Destruction and Disposal;
- MI Reporting.

36.2. THIS SECTION PROVIDES DETAILS OF THE SERVICES REQUIRED UNDER LOT 2 SECURE WASTE PROCESSING AND DISPOSAL SERVICES – MANDATORY

In addition to the general requirements the Supplier shall be expected to fulfil the following Services in their entirety in order to meet the requirements of this Contract.

When the Authority's (and/or Client Organisation's) 3rd party logistics provider delivers the Waste to the Suppliers site it will be a sealed Load. The seal shall

usually consist of a TIR cord and seal or a sealed vehicle. Details of the seal number shall be recorded on all copies of the Authority's (and/or Client Organisation's) tally sheet and/or shipping document;

The Supplier shall agree a completed tally sheet and/or shipping document for Disposal purposes with the Authority's (and/or Client Organisation's) representative at the originating location prior to acceptance of the goods, and provide the Authority's (and/or Client Organisation's) representative with a certified receipt bearing the signature of the Supplier's representative within three (3) Working Days of the delivery.

The Load shall be checked into site by the Suppliers representative who shall confirm that the vehicle seal is intact, the number on the seal matches the number on the tally sheet and/or shipping document and that the vehicle contents correspond with the Authority's (and/or Client Organisation's) 3rd party logistics providers delivery paperwork;

Containers shall be sealed by the Authority (and/or Client Organisation's) prior to being sent for Disposal. The Supplier shall check to confirm that each seal is still intact on arrival at the Supplier's site;

If the vehicle or container seal has been compromised, the vehicle or container shall be quarantined, and the seal shall be photographed by the Supplier;

Any discrepancies shall be reported to the Authority's (and/or Client Organisation's) contract management team immediately by telephone and confirmed by e-mail, prior to any products being disposed of;

The Authority (and/or Client Organisation's) shall instruct the Supplier on how to proceed based on the specific circumstances of the incident;

On no account should Waste be disposed of without an accompanying document authorising Disposal by the Authority (and/or Client Organisation's); and

Seized products for Destruction on the Supplier's site must be destroyed in line with timescales set out in Tables 2.1 – 2.4 upon arrival at the Supplier's site.

Where ever possible and/or practicable prior to Destruction all products will be stripped of any associated packaging i.e. cardboard. This material will be baled ready for being sent for recycling.

Destruction of Waste will be completed via the method agreed between the Authority (and/or Client Organisation's) and Supplier. Once destroyed the Waste will be unusable and, in most cases, unrecognisable.

The Supplier shall have a process in place to deal with Hazardous goods (or items which contain elements which are Hazardous) e.g. items containing batteries or with a high level of wiring and/or circuitry should be handled/destroyed appropriately.

As the majority of the Waste for Disposal will have been seized as part of Law Enforcement activity the Authority (and/or Client Organisation's) needs to be sure that the seized goods will not re-enter the consumer market and as such the only options available to the Authority on the Waste Hierocracy are recycle, reuse and Disposal. Recycling and recover are only options where the seized goods

themselves have been destroyed to the levels specified by the Authority (and/or Client Organisation's).

The Waste will be a mixture of Hazardous and Non-Hazardous and the Authority intends to appoint Suppliers who can handle both elements in line with the minimum Waste types (Core Seized Goods List) set out in Appendix 2. The majority of goods will be Non Hazardous.

Waste goods shall be presented to the Supplier in a variety of ways, such as (but not restricted to), bags, boxes and kegs; cages, dolavs and IBCs; commercially palletised or palletised for storage purposes; loose in a bulk container (containerised) or tanker. The Supplier shall have the capability to process this full range of Waste and packaging, in providing the Services.

In the majority of cases Waste will be palletised. Suppliers will be required to hold pallets awaiting collection/return to the Authority for up to a maximum of 30 days.

36.3. Waste Service Principals

The Supplier shall ensure that the Waste is destroyed and disposed of in line with the Authority's (and/or Client Organisation's) requirements and applicable legislation.

The Supplier shall work with the Authority (and/or Client Organisation's) to ensure that the approach to the Service meets the following principles:

- Economic – Is this the most economical way for the Authority (and/or Client Organisation's) to dispose of the Waste?
- Practicable – Is there capacity and/or the technologies available?
- Environmental - Does this Disposal route meet Industry standards and the Authority's (and/or Client Organisation's) expectations on the Environment?

36.4. Hazardous Waste

The Supplier will have the capability to provide a Service for the Disposal of Hazardous Wastes and provide suitable receptacles for this type of Waste in accordance with the Authority's (and/or Client Organisation's) requirements.

The Supplier shall handle, transport, treat and dispose of all Hazardous Wastes in a manner suitable to their nature and potential to pollute or cause harm. The Supplier shall take into account the dangerous goods regulations on labelling, containment and security for transport. Details of hazardous materials for regular Disposal shall be specified at Call-Off stage.

Where the Authority (and/or Client Organisation's) Hazardous Waste includes ordnance and pyrotechnic related Waste the Supplier shall ensure that all Waste is checked and made safe prior to Disposal.

36.5. Specialist Waste Solutions

For Waste which does not readily fall into the Waste commodities set out within the Core Seized Goods List set out in Annex 1 the Authority (and/or Client Organisation's) would seek to work collaboratively with the Supplier to identify the correct EWC codes which need to be applied and subsequently the correct disposal route for the commodity.

Due to the nature of the Authority's operations and the need to comply with the relevant Laws and legislations, from time to time the Authority (and/or Client Organisation's) may require access to specialist providers to dispose of Waste. Where this is a requirement the Supplier shall work with the Authority (and/or Client Organisation's) to propose a solution, in a timely manner, which allows the Authority (and/or Client Organisation's) to meet its obligations. The process is set out in Appendix 3.

If during the duration of the Contract the Authority (and/or Client Organisation's) has Waste not previously encountered and therefore requires access to specialist providers, the Authority (and/or Client Organisation's) will seek to progress all approval checks of new Sub-Contractors within 10 Working Days of being provided with details by the Supplier subject to Call Off Schedule 4.3 Notified and Key Sub-Contractors.

36.6. Security

In line with the requirements set out in this Schedule, its appendices and any specific requirements set out by Authority (and/or Client Organisation's) at Call Off.

36.7. Processing

The Supplier shall have the facility (either manually or through technological means) to un-package and sort Waste to make ready for onward processing.

The Supplier shall ensure that the area that the Waste is handled in is in line with the security levels of that category of Waste as specified by the Authority (and/or Client Organisation's).

36.8. Destruction

The Supplier shall ensure that Waste is destroyed in line with the Waste category levels specified by the Authority (and/or Client Organisation's). Goods sent for disposal must be destroyed. For the purposes of disposal, the term 'destroyed' is described in the Definitions on page 5 of this document.

Under no circumstances prior to destruction are the goods (whether intact or disassembled) to be sold. Equally they cannot be supplied in part or whole, free of charge or for a consideration to third party.

If for the purpose of completing the destruction process, the services of a third party are required, prior approval must be requested from HMRC. The request must specify who the third party is and the nature of destruction that requires their assistance.

- There may be Customs Duty due on any onward sale of waste resulting from the destruction of goods. It is the responsibility of the Supplier to ensure that any Customs Duty arising is correctly calculated, accounted for and paid. This may be subject to legislative changes when the transition period ends.

Examples of the sort of waste products and applicable duty rates are set out in Appendix 3. The Supplier is responsible for correctly classifying the waste and

applying the correct rate of duty. Advice on classification is available at <https://www.gov.uk/guidance/ask-hmrc-for-advice-on-classifying-your-goods>

36.9. **Disposal**

The Authority requires the Supplier to utilise applicable energy recovery technologies for Disposals where ever possible, including but not limited to combustion with energy recovery, anaerobic digestion, processes including gasification and pyrolysis, advanced biorefinery technologies or other energy recovery. It is expected that where ever possible the Supplier shall provide a Waste to energy rebate back to the Authority (and/or Client Organisation's) either as part of the overall price or as a separate rebate.

36.10. **Destruction and Disposal Certificate**

The Supplier shall provide an electronic and hard copy Destruction/Disposal certificate to the Authority (and/or Client Organisation's) in line with paragraph 25.3.

As a law enforcement agency, the Authority (and/or Client Organisation's) requires accurate and auditable control of Waste. The Supplier shall satisfy the necessary audit trail, through the effective control of the Waste and ensuring the Waste is handed at all times in accordance with classification (A, B, C or D) as specified by the Authority (and/or Client Organisation's) .

The Supplier shall retain all data and maintain records of actions which are taken in relation to Waste for the Authority (and/or Client Organisation's), which are within its control. The Authority (and/or Client Organisation's) on occasion, may require access to such data and records.

The Supplier shall sign, and date stamp the Destruction orders. Electronic copies shall be returned to the Authority's (and/or Client Organisation's) originating locations within three (3) Working Days. The Supplier shall update the Authority (and/or Client Organisation's) 's tally sheet and/or shipping document with the Destruction details and return it to the Authority (and/or Client Organisation's) as proof of Destruction. Hard and electronic copy of certificate for each disposal must be supplied. Electronic copy to Operational Contract Manager and in addition a hard copy posted to the Operational Contract Manager for retention.

36.11. Landfill

The Supplier shall limit the use of landfill to only where all other options have been exhausted or ruled out due economic, practicable or technological reasons.

36.12. Recycling

The Supplier shall seek to increase the percentage and range of Waste that is recycled on a continual basis leveraging technological innovation where ever possible to increase recycling percentages.

36.13. Return of Containers

Where requested by the Authority (and/or Client Organisation's) containers/items holding the Waste delivered to the Supplier such as bins, Pallets, kegs, or cages are to be returned to either the collection location or the owner via the method specified by the Authority (and/or Client Organisation's). The Supplier shall implement a process to ensure the return of such items to the owning organisation e.g. CHEP, Keg Watch on behalf of the Authority (and/or Client Organisation's) if requested.

36.14. MI Reporting

The Supplier shall provide a Monthly Management Information (MI) report to the Authority (and/or Client Organisation's) which shall identify the seized goods received and destroyed and the associated Waste Disposal and recycling in line with requirements set out in this Contract;

The MI report shall list the lifts/weights per delivery/location, the amounts destroyed and the returns from recycling;

Where possible the MI report shall identify the impact of Disposal by Waste to energy on the Authority's carbon footprint; and

All MI reports shall be submitted within ten (10) Working Days of each calendar Month end.

The format of the reports shall be agreed between both parties during mobilisation to include any specific requirements set out at Call Off.

36.15. Audit trail

In line with the requirements set out in paragraph 35.8 of this agreement and any specific requirements set out by the Authority (and/or Client Organisation's) at Call Off.

36.16. Service Levels

Service levels and KPI's are in line with those set out above at 32.1 for Lots 1&2 and 32.2 for Lot 3, and Call Off Schedule 2.2 Performance Levels.

36.17. Social Value

The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental wellbeing in connection with public services contracts and for connected purposes as well as allowing for national and local strategies around this area. HMRC is required to comply with a number of Government Corporate and Social Responsibility requirements as outlined on the “Procurement at HMRC” webpage. Please also refer to paragraph 33.3 of the Framework and section 6.9 of the Tendering Instructions for further information. Successful suppliers awarded a call off contract will be expected to work with HMRC to increase opportunities to achieve the below targets.

Theme	Outcome	Measure & Target
The principle issue being considered	A series of social outcomes that support the theme	A measure against which progress may be reported
Diverse Supply Chain	Appointment of SME sub-contractors (where appropriate and feasible)	% of annual contract spend is with SMEs – Target 33%
Skills and employment	Increased employment of vulnerable groups e.g. people with disabilities, long term-unemployed etc.	% of prime supplier staff come from vulnerable groups – Target 5%
Environmental sustainability	Minimise waste to landfill	% of waste sent to landfill – Target <1%

37. Lot 3 – Waste Disposal Consultancy and Advisory Services

37.1. Mandatory Requirements

The purpose of Lot 3 of this Framework Agreement is to appoint a single Supplier who shall be responsible for the provision of entirely independent waste consultancy and advisory services to the Authority (and/or Client Organisation’s).

37.2. Managed Service

Where required by the Authority (and/or Client Organisation’s) the Supplier shall provide a Managed Service in line with the requirements set out by the Authority (and/or Client Organisation’s) at Call Off. Where a Managed Service is specified the Supplier will retain overall responsibility on behalf of the Authority (and/or Client Organisation’s) for the co-ordination of all activities and for any liaison with the Authority (and/or Client Organisation’s) or Authority (and/or Client Organisation’s) appointed 3rd Parties, and any approved Sub-Contractor acting on behalf of the Supplier.

The Supplier shall have the capability, capacity and suitably skilled Supplier Personnel to meet the requirements of the Authority’s (and/or Client Organisation’s) delivery timescales as specified at Call Off stage.

The Supplier shall have Services available Monday to Friday 8.30 to 17.30 hours excluding Bank Holidays during which times a nominated contact point will be made available to the Authority (and/or Client Organisation's) in the event of queries or to make arrangements for the provision of the Services.

Onsite support shall be made available by the Supplier as requested and attendance at meetings will be required as a minimum on a weekly basis. Attendance will be either in person or remotely as required by the Authority (and/or Client Organisation's).

Attendance at site(s) is expected to be required once a Month.

The Supplier shall, where appropriate utilise market expertise and knowledge to influence and support the Authority's (and/or Client Organisation's) strategies in the management of its Waste Disposal requirements and the optimisation of the service, including Destruction strategies.

The mandatory requirements for the Audit and Consultancy Services shall include but not be limited to:

- Providing account management cleared to SC security levels;
- Acting as a trusted advisor and industry expert to the Authority (and/or Client Organisation's) including the provision of ongoing objective, professional advice to the Authority (and/or Client Organisation's) to ensure that the Authority's (and/or Client Organisation's) approach is at all times optimised in line with operational priorities whilst taking into account the following principals:
 - The Waste Hierarchy and best practice;
 - The following elements of Waste Hierarchy will apply:
 - Recycle or compost;
 - Recover (energy recovery); and
 - Dispose.
- Economic – is this the most economical way for the Authority (and/or Client Organisation's) to dispose of the Waste?
- Practicable – is there capacity and/or the technologies available?
- Environmental - does this Disposal route meet industry standards and the Authority's (and/or Client Organisation's) expectations environmentally?
- Providing Waste coding and technical support to ensure that the Authority (and/or Client Organisation's) meet their legal requirements recommendations;
- Providing access to laboratory services to help the Authority (and/or Client Organisation's) code their Waste effectively;
- Providing ongoing advice with regards to the route of the Authority's (and/or Client Organisation's) Waste;

- Engaging with Waste Services providers on behalf of the Authority (and/or Client Organisation's) in order to determine potential savings and efficiencies.
- Providing a Management Information system which will allow the Authority (and/or Client Organisation's) to collect MI for the life of this Framework from all of the Seized Goods Waste Disposal Framework Suppliers.

In addition to the general requirements which have been indicated to apply the Supplier shall be expected to fulfil the following Services in their entirety in order to meet the requirements of the Contract.

The Supplier shall provide the Authority (and/or Client Organisation's) with the necessary support and advice to ensure that Waste is processed, destroyed and disposed of in line with the Authority's (and/or Client Organisation's) requirements set out at Call Off.

At all times the Supplier shall consider the following elements when making a recommendation for a route for Disposal.

- The Authority (and/or Client Organisation's) requirements with particular focus on:
 - The Authority's (and/or Client Organisation's) security requirements
 - The Authority's (and/or Client Organisation's) operational requirements
 - Legislative requirements
- Economic – is this the most economical way for the Authority (and/or Client Organisation's) to dispose of the Waste?
- Practicable – is there capacity and/or the technologies available?
- Environmental - does this Disposal route meet industry standards and the Authority's (and/or Client Organisation's) expectations on the environment?

The Supplier shall provide the Authority (and/or Client Organisation's) with access to the following information on a regular basis:

- An accurate report on Waste disposed of in the past Month;
- If relevant legislation / legal responsibilities of the Authority (and/or Client Organisation's) are being met.

Where requested by the Authority (and/or Client Organisation's) the Supplier shall provide:

- An updated action plan for all seized goods due to be destroyed in the next Month and the indicative date for disposal;
 - Including wherever possible details of transport arrangements and Waste slots booked one week (1) in advance of Disposal.
- An overview on how the Authority's (and/or Client Organisation's) Waste flows through the supply chain;
- A view on whether current processes and systems to manage Waste are fit for purpose;

- Recommendations on methods to improve efficiency and/or achieve cost savings if required.
- Whether the policies of the Authority (and/or Client Organisation's) reflect best practice in line with Government guidelines.

The Supplier shall present recommendations data in such a way which enables and informs the Authority (and/or Client Organisation's) whether they should consider revising their existing strategy and/or whether these recommendations should be incorporated as part of the Authority (and/or Client Organisation's) further competition process.

37.3. **Approach**

The Supplier shall provide a structured approach throughout the provision of the Services that will enable the Authority (and/or Client Organisation's) to determine:

- The Authority's (and/or Client Organisation's) current position;
- How to get the best out of the existing infrastructure;
- How efficiencies or savings can be achieved.

The Supplier shall ensure that regular meetings take place with the Authority (and/or Client Organisation's) to discuss/ agree the service approach.

The Supplier shall ensure that Authority (and/or Client Organisation's) information required to fulfil the assessment is identified and requested in advance of the meetings.

37.4. **Analyse**

The Supplier shall where required undertake an in-depth investigation of the current environment and how and where Authority (and/or Client Organisation's) Waste will be processed, destroyed and disposed of, for example via a physical on-site survey

The Supplier shall identify the typical processes associated with how Waste flows through the Authority's (and/or Client Organisation's) business streams and into the supply chain.

37.5. **Advice**

The Supplier shall provide a report on the outcome of the assessment and analysis to the Authority (and/or Client Organisation's) detailing the following as a minimum for each Waste type, unless otherwise stated:

- Approach advised for Processing/Disposal/Destruction;
- Identification of risk in terms of governance or security based on current processes;
- Route comparison and recommendation;
- Waste codes;

- Confirmation that the approach meets both Authority's (and/or Client Organisation's) and legislative requirements.

Reports will be completed as required for new seized Waste types and revisited periodically as required.

The Supplier shall also on request provide in depth reports to the Authority (and/or Client Organisation's) including advice on the approach the Authority (and/or Client Organisation's) can adopt to ensure an effective and efficient future output strategy. Proposed recommendations shall not include any brand or particular equipment.

The Supplier shall, where requested provide the Authority (and/or Client Organisation's) with experienced Supplier Personnel who will offer impartial advice and support during the further competition process on the following aspects:

- Preparation of tender documents;
- Assessment of subsequent response(s);
- Implementation of Call Off contracts;
- Management of Suppliers (acting as the Authority's representative);
- Processes to monitor and measure realisation of benefits and savings through Call Off contracts.

37.6. Laboratory Services

The Supplier shall provide access to laboratory services where required in order to provide expert advice on Waste composition to aid the Authority (and/or Client Organisation's) in meeting its statutory requirements.

The Supplier shall source and manage the laboratory services on behalf of the Authority (and/or Client Organisation's).

37.7. Witness Statements

The Supplier shall note that, whilst unlikely, there may be occasion for attendance at a court hearing, on these occasions the production of a witness statement will be required; the Supplier shall assist with this to ensure data provision is as required by the courts. Where required by the Authority (and/or Client Organisation's) witness statements shall be provided by the Supplier within 5 Working Days which is the standard request by the Authority (and/or Client Organisation's), on occasion it may be required more quickly, this may require the associated witness statement provider being required to attend court.

37.8. Supplier Personnel

This section provides details of the mandatory Supplier Personnel, vetting and travel-related costs requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the requirements of this Framework Agreement.

Supplier Personnel delivering Consultancy and Advice Services shall possess the qualifications, experience and competencies appropriate to the tasks for which they are employed.

The Supplier shall ensure that all Supplier Personnel adhere and comply with the Authority's (and/or Client Organisation's) safety and confidentiality requirements at all times.

The Supplier shall ensure that all Supplier Personnel supplying the Services of this Framework Agreement and any Call Off contracts shall act in a responsible and professional manner at all times.

The Supplier shall provide access to, as a minimum, the following Supplier Personnel grades:

Personnel Grade	Description
Trainee (or equivalent)	The consultant shall have demonstrable experience in a wide range of projects in the field. They will also have experience of, and be able to produce evidence of, previous customer facing experience and support services to wider consultancy projects.
Manager (or equivalent)	The consultant shall have notable experience and in-depth knowledge of the waste consultancy service field. They will also have experience of and be able to evidence a wide range of client facing experience and support work in process and organisational design, as well as in leading workshops and events.
Senior Manager (or equivalent)	The consultant shall have substantial and proven experience in the waste consultancy service field. They shall have sound knowledge of the public sector environment, current policy and political issues affecting it. In addition, they will have previous experience in project management on a wide range of high quality and relevant audit projects, preferably in the public sector. They will also be a qualified PRINCE2 practitioner or project management equivalent.
Partner/Director	The consultant shall have substantial and proven experience in the waste consultancy service field. They shall have sound knowledge of the public sector environment, current policy and political issues affecting it. They will be regarded as an expert and industry recognised. They will be able to clearly demonstrate experience in working within complex environments with large organisations. In addition, they shall have significant previous experience in project management on a wide range of high quality and

Personnel Grade	Description
	relevant projects, preferably in the public sector. They will be able to evidence customer facing work, identifying and addressing customer needs, bringing new insights and adding value to customers. They will also be a qualified PRINCE2 practitioner or project management equivalent.

The Supplier shall provide a comparable grade where the above Supplier Personnel grade differs in an organisation.

The Supplier shall ensure that all Supplier Personnel have a valid company photo ID badge. The ID badge shall include as a minimum

- Full name
- Expiry date (all ID badges shall be valid for at least one year)

37.9. **Vetting**

The Supplier shall ensure that all Supplier Personnel have been security vetted and approved to SC - security check (security cleared) level.

The Supplier shall ensure that this is completed prior to the involvement of Supplier Personnel in the delivery of the Services under the Framework Agreement and any Call Off Contracts under Lots 1 and 2.

The Supplier shall ensure that all Supplier Personnel have appropriate security clearance and comply with any 'additional' security requirements specified by the Authority (and/or Client Organisation's) at the Call Off stage.

The Supplier shall provide details of all Supplier Personnel security procedures to the Authority (and/or Client Organisation's). The Supplier shall also provide details of all Supplier Personnel who will be involved in the delivery of the Services, when requested by the Authority (and/or Client Organisation's).

The Supplier shall ensure that all Supplier Personnel involved in the delivery of the Services have and maintain the relevant security clearance.

37.10. **IT System**

The Supplier shall upon request provide access to a secure IT system which will enable the Authority (and/or Client Organisation's) to record and access Management Information in relation to Waste.

The Supplier shall provide a system which allows the Authority (and/or Client Organisation's) to access, view, integrate and download data.

The Supplier shall set up and manage the process by which the Authority (and/or Client Organisation's) 3rd parties can upload data into the system.

As a minimum the Supplier shall ensure the system will capture the Management Information described in paragraph 13.

Where required by the Authority (and/or Client Organisation's) the system should also act as a document repository for Destruction/Disposal certificates and other relevant documents as required.

Where required by the Authority (and/or Client Organisation's) the Supplier shall also provide a secure IT system that can track and trace receipt of Waste through to Disposal.

37.11. IT System Security

Shall be in line with Annex 2 and the Authority's (and/or Client Organisation's) specific requirements set out at Call Off.

37.12. Travel and Related Costs

The Supplier's day rate charges as specified in Call Off Schedule 7.1 Charges and Invoicing shall include costs associated with providing the Service but will not include travel and subsistence costs.

The Supplier's travel and subsistence costs shall be chargeable to the Authority (and/or Client Organisation's) in line with the Authority (and/or Client Organisation's) travel and subsistence policy notified at Call Off. A detailed breakdown must be provided as described in Call Off Schedule 7.1.

PART B: APPENDICES

DRAFT ONLY TO BE DEFINED AT CALL OFF

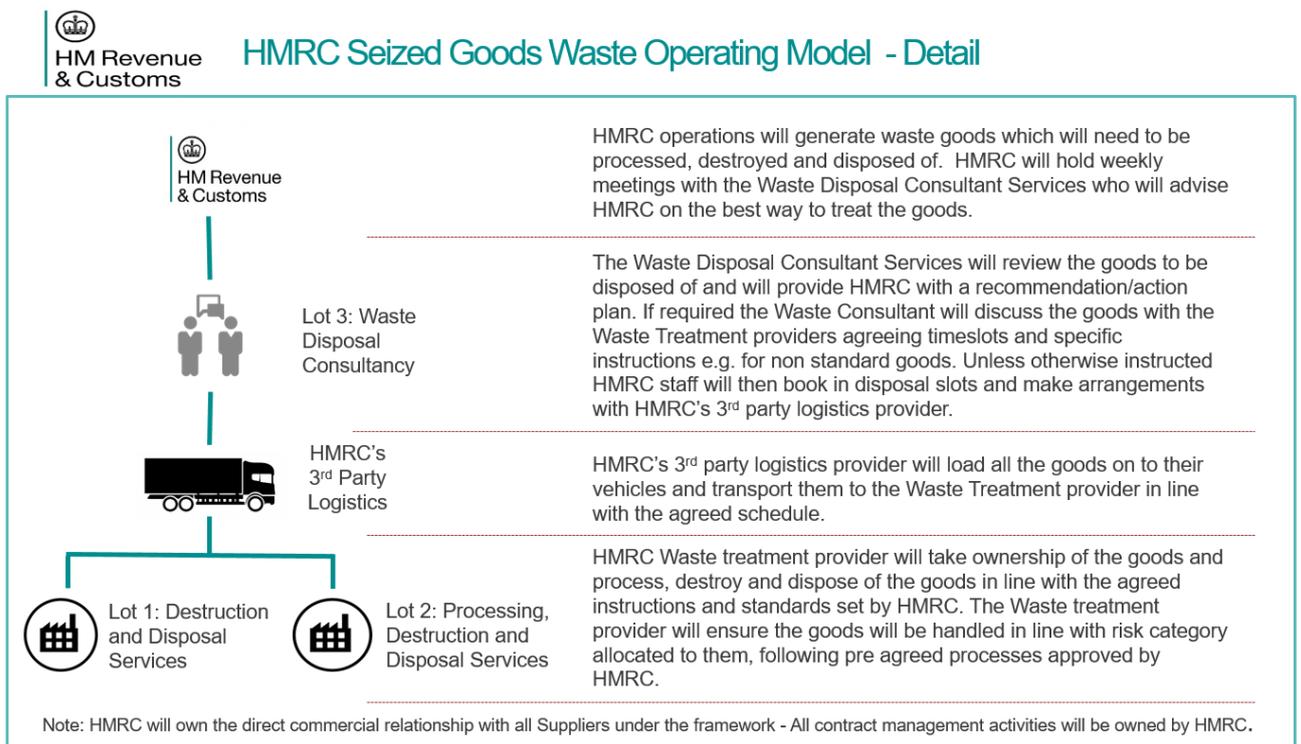
[FOR USE ONLY WHERE HMRC IS THE AUTHORITY]

APPENDIX 1 HMRC REQUIREMENT

1. Background to HMRC's requirement

- 1.1. The Waste can fluctuate due to changes in legislation and enforcement activity. Waste is generated from HMRC's compliance and law enforcement activities and as such HMRC is unable to provide actual volumes of Waste but and can only provide forecast volumes.
- 1.2. Transport is currently provided via a 3rd Party logistics provider which HMRC appointed via a separate contractual process. Unless otherwise agreed (see Optional Services) by HMRC all Waste under this Call Off will be transported by 3rd Party logistics provider to the Suppliers Disposal sites.
- 1.3. The Inland Pre Clearance (IPC) activity makes up a large percentage of the Waste generation. The IPC operation involves intervention of goods suspected of being undervalued or mis declared for revenue purposes. There are currently two sites conducting this activity, one in Milton Keynes and one in Hayes, Middlesex. Waste produced from these sites has historically been predominantly textiles, clothing and goods infringing Intellectual Property Rights (IPR).
- 1.4. Goods will generally be held for 60 days prior to Destruction/Disposal.

2. Operating Model



3. Scope of the Service

3.1. HMRC may, at its sole discretion:

- Award a call off contract for provision of the services described in Lot 1 to the highest ranking supplier awarded a place on the Framework at Lot 1;
- Award a call off contract for provision of the services described in Lot 2 to the highest ranking supplier awarded a place on the Framework at Lot 2.

4. General Requirements

The following requirements apply to all lots:

4.1. Co-operation

HMRC requires the Supplier to co-operate with all elements of HMRC's supply chain including 3rd Parties appointed by HMRC to act upon their behalf.

5. Lot 1 Requirements

5.1. Overview

The Authority requires a Supplier who can offer the most economical route for Destruction and Disposal for a range of Waste as set out in Annex 1.

The majority of the Authority's Waste will be Category C and D. The core list of goods is provided in Annex 1.

The Supplier shall ensure that the Authority's security requirements are met at all times.

5.2. The Service

The Supplier shall provide the service in line with requirements set in the Framework agreement. In addition, they shall provide a service in line with requirements set out below.

The Supplier's site(s) shall be used for the Destruction of Waste sent for Disposal direct from point of seizure at the Authority's sites e.g. ports, airports;

The Authority's 3rd Party logistics provider shall deliver the Waste to the Suppliers site. This shall be a sealed Load. The seal will usually consist of a TIR cord and seal or a sealed vehicle. Details of the seal number shall be recorded on all copies of the Authority's tally sheet and/or shipping document;

The Supplier shall agree a completed tally sheet and/or shipping document for Disposal purposes with the Authority's representative at the originating location prior to acceptance of the Waste, and provide the Authority's representative with a certified receipt bearing the signature of the Supplier's representative within three (3) Working Days of the delivery;

The Load shall be checked into site by the Suppliers representative who shall confirm that the vehicle seal is intact, the number on the seal matches the number on the tally sheet and/or shipping document and that the vehicle contents correspond with the Authority's 3rd Party logistics providers delivery paperwork;

Containers shall be sealed by the Authority prior to being sent for Disposal. The Supplier shall check to confirm that each seal is still intact on arrival at the Supplier's site;

If the vehicle or container seal has been compromised, the vehicle or container shall be quarantined, and the seal shall be photographed by the Supplier;

Any discrepancies shall be reported to the Authority's contract management team immediately by telephone and confirmed by e-mail, prior to any products being disposed of;

The Authority will instruct the Supplier on how to proceed based on the specific circumstances of the incident;

On no account should Waste be disposed of without an accompanying document authorising Disposal by the Authority; and

Waste for Destruction on the Supplier's site must be destroyed in line with timescales set out in table 2.1 upon arrival at the Supplier's site.

Where ever possible and/or practicable prior to Destruction all products will be stripped of any associated packaging i.e. cardboard and recycling. This material will be baled ready for being sent for recycling.

Destruction of Waste will be done through the method agreed between the Authority and Supplier. Once destroyed the Waste shall be unusable and, in most cases, unrecognisable.

The Supplier shall have a process in place to deal with Hazardous goods (or items which contain elements which are Hazardous) e.g. items containing batteries or with a high level of wiring and/or circuitry should be handled/destroyed appropriately.

The Supplier shall proactively seek opportunities to reduce costs.

For example, where the Disposal of goods is possible without prior Destruction:

- a) Without compromising Authority requirements e.g. security.
- And
- b) The economic result is in the Authority's favour

The Supplier shall advise the Authority of and seek approval for, any change in approach.

5.3. **Specialist Waste Solutions**

For Waste which does not readily fall into the Waste commodities set out within the core goods list set out in Annex 1 the Authority would seek to work collaboratively with the Supplier to identify the correct EWC codes which need to be applied and subsequently the correct disposal route for the commodity.

Due to the nature of the Authority's operations and the need to comply with the relevant Laws and legislations, from time to time the Authority may require access to specialist providers to dispose of Waste. Where this is a requirement the Supplier shall work with the Authority to propose a solution, in a timely manner, which allows the Authority to meet its obligations. The process is set out in Appendix 3.

If during the duration of the Contract the Authority has Waste not previously encountered and therefore require access to specialist providers, the Authority will seek to progress all approval checks of new Sub-Contractors within 14 Working Days of being provided with details by the Supplier subject to Call Off Schedule 4.3 Notified and Key Sub-Contractors.

5.4. **Hours of Service**

The Supplier shall have Services available 8:30 to 17:30 hours, Monday-Friday excluding Bank Holidays.

The Supplier shall provide a nominated contact point, available 8:30 to 17:30 hours, Monday-Friday excluding Bank Holidays, which the Authority's or Authority's representative can contact in the event of queries or to make arrangements for Destructions.

5.5. **Responsive Service**

The supplier shall provide a responsive service in line with the Framework requirements, in addition the Supplier is required to respond to and provide a solution to the Authority's request for Disposal of Waste for Saturday/Sunday within ten (10) Working Days of the request having been made.

5.6. **Waste Commodities and Volumes**

The nature of the Authority's activities which create the Waste for Disposal means that volumes of Waste cannot be predicted or levelled due to various law enforcement strategies and the conclusion of investigations/prosecutions/legislative requirements. For that reason, all volumes provided are indicative and for information only. To assist the Supplier in designing its solution for the Authority, historical volumes can be found in Annex 1.

No guarantee can be given as to the volumes of demand for the Services detailed within this invitation to tender and those tendering must have the flexibility to be able to cope with any changes in volumes.

The Authority requires the Supplier to have the capability and flexibility to be able to respond to fluctuations to volumes and types of Waste. This may also be required due to changes in legislation resulting in increased/decreased law enforcement activity or goods requiring expedient and immediate Destruction and/or Disposal.

Information on the estimated volumes of Waste seized can be found at below and forms the basis for our best available forecast of the likely volume of future seizures

	Forecast volumes (Pallets Per Annum)				
	Year 1	Year 2	Year 3	Year 4	
Category A	0	0	0	0	
Category B	550	791	791	791	
Category C	9044	13005	13005	13005	
Category D	1066	1534	1534	1534	

	Forecast volumes (Pallets Per Annum)				
	Year 1	Year 2	Year 3	Year 4	
Total	10660	15340	15340	15340	

1 pallet averages 200kg / 1000kg = 1 tonne.

This information has been prepared solely with the purposes of enabling tenderers to assist in the preparation of their bid, therefore these volumes have been split equally between Lot 1 & 2 in the cost schedule.

The figures provided are indicative and for guidance only.

Please Note: HMRC gives no undertaking to meet specific volumes during the contract period.

5.7. **Sub-Contractors**

If during the duration of the Contract the Supplier wishes to suggest long term changes to the approved Sub-Contractor list, the Authority must be notified by e-mail (Commercial Contract Manager and Operational Contract Manager), Call Off Schedule 4.3 Notified and Key Sub-Contractors provides further detailed information. Prior notification must be received at least one month before the alternative site/facility is intended to be utilised.

5.8. **Duty of Care**

In accordance with its duty of care principles The Authority, will implement a formal monitoring system with the Supplier to commence at the start of the Contract and will be based on a continuous assessment process throughout the life of the contract.

To ensure that the Authority's duty of care in respect of Waste is adequately discharged, the Supplier is required to:

- Confirm that prior to proposing a site(s) used as part of any solution for the Authority the Supplier has visited the sites to establish the suitability of their proposed arrangements for the Destruction / Disposal of Waste.
- Provide a fully detailed audit trail relating to the Destruction/Disposal of all Waste streams - including appropriate method statements where significant risk is identified.
- Provide details of weighbridge facilities and Waste tracking processes.
- Produce a complete procedure, which covers all the requirements of the Environmental Protection Act 1990 and Hazardous Waste Regulations 2014, including Code of Practice on Duty of Care, COSHH and the requirements of the Health and Safety at Work Act. This must include formal risk assessment documentation and details of measures taken to monitor and review.
- The Supplier is required, at the Authority's request, to provide a 'duty of care' report for any Sub-Contractor that they propose to use during the execution of this contract either frequently or on a contingency basis.

Adherence to duty of care principles will be a continuing process throughout the duration of the contract. The Authority reserves the right to monitor and/or observe the Waste through all stages of Disposal. This is to ensure that no divergence from specification or instances of unacceptable working practice occurs. This shall be in accordance with the Authority's duty of care requirements. Part of the monitoring process will require access to the Disposal facilities during the provision of the service. This action shall in no way absolve the Supplier from its responsibilities under statutory legislation as part of this contract.

5.9. **Certificate of Destruction and Disposal**

The Supplier shall provide an electronic Destruction/Disposal certificate to the Authority in line with paragraph 25.3 and 35.8.

As a law enforcement agency, the Authority requires accurate and auditable control of Waste. The Supplier shall satisfy the necessary audit trail, through the effective control of the Waste and ensuring the Waste is handed at all times in accordance with classification (A, B, C or D) as specified by the Authority.

The Supplier shall retain all data and maintain records of actions which are taken in relation to Waste for the Authority, which are within its control. The Authority, on occasion, may require access to such data and records.

The Supplier shall sign, and date stamp the destruction orders. Electronic copies shall be returned to the Authority's originating locations within three (3) Working Days. The Supplier shall update the Authority's tally sheet and/or shipping document with the Destruction details and return it to the Authority as proof of Destruction in line with paragraph 25.3.

5.10. **Management Information**

The Supplier shall provide a monthly Management Information (MI) report to the Authority which shall identify the Waste received and destroyed and the associated Waste Disposal and recycling in line with requirements set out in this framework;

The MI report shall list the lifts/weights per delivery/location, the amounts destroyed and the returns from recycling;

Where possible the MI report will identify the impact of Disposal by Waste to energy on the Authority's carbon footprint; and

All MI reports shall be submitted within ten (10) Working Days of each calendar month end.

The format of the reports shall be agreed between both parties during mobilisation.

5.11. **Service Levels**

Service levels and KPI's are in line with those set out in this Framework.

6. Lot 2 Requirements

6.1. Overview

The Authority requires a Supplier who can offer processing Services which allow the Authority to extract residual value from the Waste whilst meeting our obligations for a range of Waste goods as set out in Annex 1.

The majority of the Authority's Waste will be Category C and D. The core list of Waste is provided in Annex 1.

The Supplier shall ensure that the Authority's security requirements are met at all times.

6.2. The Service

The Supplier shall provide the service as described in the Framework agreement, in addition they will provide a service in line with requirements set out below.

The Suppliers site(s) shall be used for the Destruction of Waste sent for Disposal direct from point of seizure at the Authority's sites e.g. ports, airports;

The Authority's 3rd Party logistics provider shall deliver the seized products to the Suppliers site. This shall be a sealed Load. The seal will usually consist of a TIR cord and seal or a sealed vehicle. Details of the seal number shall be recorded on all copies of the Authority's tally sheet and/or shipping document;

The Supplier shall agree a completed tally sheet and/or shipping document for Disposal purposes with the Authority's representative at the originating location prior to acceptance of the goods and provide the Authority's representative with a certified receipt bearing the signature of the Supplier's representative within three (3) Working Days of the delivery.

The Load shall be checked into site by the Suppliers representative who shall confirm that the vehicle seal is intact, the number on the seal matches the number on the tally sheet and/or shipping document and that the vehicle contents correspond with the Authority's 3rd Party logistics providers delivery paperwork;

Containers shall be sealed by the Authority prior to being sent for Disposal. The Supplier shall check to confirm that each seal is still intact on arrival at the Supplier's site;

If the vehicle or container seal has been compromised, the vehicle or container shall be quarantined, and the seal shall be photographed by the Supplier;

Any discrepancies shall be reported to the Authority's contract management team immediately by telephone and confirmed by e-mail, prior to any products being disposed of;

The Authority will instruct the Supplier on how to proceed based on the specific circumstances of the incident;

On no account should Waste be disposed of without an accompanying document authorising Disposal by the Authority; and

Seized products for Destruction on the Supplier's site must be destroyed in line with timescales set out in table 2.1 upon arrival at the Supplier's site.

Where ever possible and/or practicable prior to Destruction all products will be stripped of any associated packaging i.e. cardboard and recycling. This material will be baled ready for being sent for recycling.

Destruction of Waste will be done through the method agreed between the Authority and Supplier. Once destroyed the Waste shall be unusable and, in most cases, unrecognisable.

The Supplier shall have process in place to deal with Hazardous goods (or items which contain elements which are Hazardous) e.g. item contain batteries or with a high level of wiring and or circuitry should be handled/destroyed appropriately.

6.3. Specialist Waste Solutions

For Waste which does not readily fall into the Waste commodities set out within Annex 1 the Authority would seek to work collaboratively with the Supplier to identify the correct EWC codes which need to be applied and subsequently the correct Disposal route for the commodity.

Due to the nature of the Authority's operations and the need to comply with the relevant Laws and legislations, from time to time the Authority may require access to specialist providers to dispose of Waste. Where this is a requirement the Supplier shall work with the Authority to propose a solution, in a timely manner, which allows the Authority to meet its obligations. The process is set out in Appendix 3.

If during the duration of the Contract the Authority has Waste not previously encountered and therefore require access to specialist providers, the Authority will seek to progress all approval checks of new Sub-Contractors within 10 Working Days of being provided the details by the Supplier subject to Call Off Schedule 4.3 Notified and Key Sub-Contractors.

6.4. Hours of Service

The Supplier shall have Services available 8:30 to 17:30 hours, Monday-Friday excluding Bank Holidays.

The Supplier shall provide a nominated contact point, available 8:30 to 17:30 hours, Monday-Friday excluding Bank Holidays, which the Authority or Authority's representative can contact in the event of queries or to make arrangements for Destructions.

6.5. Responsive Service

The Supplier shall provide a responsive service in line with the Framework requirements in addition the Supplier is required to respond to and provide a solution to the Authority's request for Disposal of Waste for Saturday/Sunday within ten (10) Working Days of the request having been made.

6.6. Waste Commodities and Volumes

The nature of the Authority's activities which create the Waste for Disposal means that volumes of Waste Disposal cannot be predicted or levelled due to various law enforcement strategies and the conclusion of investigations/prosecutions/legislative requirements. For that reason, all volumes provided are indicative and for information only. To assist the Supplier in designing its solution for the Authority, forecast volumes can be found in Annex 1.

No guarantee can be given as to the volumes of demand for the Services detailed within this invitation to tender and those tendering must have the flexibility to be able to cope with any changes in volumes.

The Authority requires the Supplier to have the capability and flexibility to be able to respond to fluctuations to volumes and types of Waste. This may also be required due to changes in legislation resulting in increased/decreased Law enforcement activity or goods requiring expedient and immediate Destruction and/or Disposal.

Information on the forecast volumes of Waste can be found at Annex1, and forms the basis for our best available forecast of the likely volume of future seizures

	Forecast volumes (Pallets Per Annum)				
	Year 1	Year 2	Year 3	Year 4	
Category A	0	0	0	0	
Category B	550	791	791	791	
Category C	9044	13005	13005	13005	
Category D	1066	1534	1534	1534	
Total	10660	15340	15340	15340	

1 pallet averages 200kg / 1000kg = 1 tonne.

This information has been prepared solely with the purposes of enabling tenderers to assist in the preparation of their bid, therefore these volumes have been split equally between Lot 1 & 2 in the cost schedule.

The figures provided are indicative and for guidance only.

Please Note: HMRC gives no undertaking to meet specific volumes during the contract period.

6.7. **Sub-Contractors**

If during the duration of the Contract the Supplier wishes to suggest long term changes to the approved Sub-Contractor list, the Authority must be notified by e-mail (Commercial Contract Manager and Operational Contract Manager). Prior notification must be received at least one month before the alternative site/facility is intended to be utilised and subject to Call Off Schedule 4.3 Notified and Key Sub-Contractors.

6.8. **Duty of Care**

In accordance with its duty of care principles the Authority will implement a formal monitoring system with the Supplier to commence at the start of the Contract and will be based on a continuous assessment process throughout the life of the contract.

To ensure that the Authority's duty of care in respect of Waste is adequately discharged, the Supplier is required to:

- Confirm that prior to proposing a site used as part of any solution for the Authority the Supplier has visited the sites to establish the suitability of their proposed arrangements for the Destruction / Disposal of Waste.
- Provide a fully detailed audit trail relating to the Destruction/Disposal of all Waste streams - including appropriate method statements where significant risk is identified.
- Provide details of weighbridge facilities and Waste tracking processes.
- Produce a complete procedure, which covers all the requirements of the Environmental Protection Act 1990 and Hazardous Waste Regulations 2014, including Code of Practice on duty of care, COSHH and the requirements of the Health and Safety at Work Act. This must include formal risk assessment documentation and details of measures taken to monitor and review.
- The Supplier is required annually to provide a 'duty of care' report for any Sub-Contractor that they propose to use during the execution of this contract either frequently or on a contingency basis.

Adherence to duty of care principles will be a continuing process throughout the duration of the contract. The Authority reserves the right to monitor and/or observe the Waste through all stages of Disposal. This is to ensure that no divergence from specification or instances of unacceptable working practice occurs. This will be in accordance with the Authority's duty of care requirements. Part of the monitoring process shall require access to the Disposal facilities during the provision of the service. This action shall in no way absolve the Supplier from its responsibilities under statutory legislation as part of this contract.

6.9. **Certificate of Destruction and Disposal**

The Supplier shall provide an electronic Destruction/Disposal certificate to the Authority in line with paragraph 25.3 and 36.10.

As a law enforcement agency, the Authority requires accurate and auditable control of Waste. The Supplier shall satisfy the necessary audit trail, through the effective control of the Waste and ensuring the Waste is handed at all times in accordance with classification (A, B, C or D) as specified by the Authority.

The Supplier shall retain all data and maintain records of actions which are taken in relation to Waste for the Authority, which are within its control. The Authority, on occasion, may require access to such data and records.

The Supplier shall sign, and date stamp the Destruction orders. Electronic copies shall be returned to the Authority's originating locations within three (3) Working Days. The Supplier shall update the Authority's tally sheet and/or shipping document with the Destruction details and return it to the Authority as proof of Destruction in line with paragraph 25.3.

6.10. **Management Information**

The Supplier shall provide a monthly Management Information (MI) report to the Authority which shall identify the seized products received and destroyed and the associated Waste Disposal and recycling in line with requirements set out in this framework;

The MI report will list the lifts/weights per delivery/location, the amounts destroyed and the returns from recycling;

Where possible the MI report shall identify the impact of Disposal by Waste to energy on the Authority's carbon footprint; and

All MI reports shall be submitted within ten (10) Working Days of each calendar month end.

The format of the reports shall be agreed between both parties during mobilisation.

6.11. **Service Levels**

Service levels and KPI's are in line with those set out in this framework.

7. Lot 3 Requirements

The Supplier shall provide the service in line with the requirements set out in the Framework agreement, in addition they will provide a service in line with requirements set out below.

7.1. Hours of Service

The Supplier shall provide a nominated contact point, available 8:30 to 17:30 hours, Monday-Friday excluding Bank Holidays, which the Contracting Authority or Authority's representative can contact in the event of queries or to make arrangements for the provision of the Services.

Onsite support shall be made available as required and attendance at meetings shall be required on a minimum of a weekly basis. Attendance will be either in person or remotely as required by the Contracting Authority.

Attendance at site(s) is expected at least once per Month.

7.2. Service Requirements

The Supplier shall have the capability, capacity and suitably skilled Supplier Personnel to meet the requirements of the Authority's delivery timescales as specified at Call Off stage.

The deliverables will include:

- Attendance at weekly operational meetings;
- Site visits including visits to Authority and Supplier sites;
- Monthly reporting & routine route planning activity
- Managing accurate supply chain audit trail
- Supply chain assurance
- Strategy plan
- Support call off activity
- Court attendance/witness statements
- Lab requests
- Legislation compliance assurance
- Staff Training

The Supplier shall, where appropriate utilise market expertise and knowledge to influence and support the Authority's strategies in the management of its Waste Disposal requirements and the optimisation of the service, including Destruction strategies.

The mandatory requirements for the Audit and Consultancy Services shall include but not be limited to:

- Providing account management cleared to SC security levels;
- Acting as a trusted advisor and industry expert to the Authority including the provision of ongoing objective, professional advice to the Authority to ensure that the Authority's approach is at all times optimised in line with operational priorities whilst taking into account the following principals:
 - The Waste Hierarchy and best practice;
 - The following elements of Waste Hierarchy will apply:

- Recycle or compost;
- Recover (energy recovery); and
- Dispose.
- Economic – is this the most economical way for the Authority (and/or Client Organisation's) to dispose of the Waste?
- Practicable – is there capacity and/or the technologies available?
- Environmental - does this Disposal route meet industry standards and the Authority's expectations environmentally?
- Providing Waste coding and technical support to ensure that the Authority meet their legal requirements recommendations;
- Providing access to laboratory services to help the Authority code their Waste effectively;
- Providing ongoing advice with regards to the route of the Authority's Waste;
- Engaging with Waste Services providers on behalf of the Authority in order to determine potential savings and efficiencies.
- Providing a Management Information system which will allow the Authority to collect MI for the life of this Framework from all of the Seized Goods Waste Disposal Framework Suppliers.

In addition to the general requirements which have been indicated to apply the Supplier shall be expected to fulfil the following Services in their entirety in order to meet the requirements of the Contract.

The Supplier shall provide the Authority with the necessary support and advice to ensure that Waste is processed, destroyed and disposed of in line with the Authority's requirements set out at Call Off.

At all times the Supplier shall consider the following elements when making a recommendation for a route for Disposal.

- The Authority's requirements with particular focus on:
 - The Authority's security requirements
 - The Authority's operational requirements
 - Legislative requirements
- Economic – is this the most economical way for the Authority to dispose of the Waste?
- Practicable – is there capacity and/or the technologies available?
- Environmental - does this Disposal route meet industry standards and the Authority's expectations on the environment?

The Supplier shall provide the Authority with access to the following information on a regular basis:

- An accurate report on Waste disposed of in the past Month;
- If relevant legislation / legal responsibilities of the Authority are being met.

Where requested by the Authority the Supplier shall provide:

- An updated action plan for all seized goods due to be destroyed in the next Month and the indicative date for disposal;
 - Including wherever possible details of transport arrangements and Waste slots booked one week (1) in advance of Disposal.
- An overview on how the Authority's Waste flows through the supply chain;
- A view on whether current processes and systems to manage Waste are fit for purpose;

- Recommendations on methods to improve efficiency and/or achieve cost savings if required.
- Whether the policies of the Authority reflect best practice in line with Government guidelines.

The Supplier shall present recommendations data in such a way which enables and informs the Authority whether they should consider revising their existing strategy and/or whether these recommendations should be incorporated as part of the Authority further competition process.

7.3. **Approach**

The Supplier shall provide a structured approach throughout the provision of the Services that will enable the Authority to determine:

- The Authority's current position;
- How to get the best out of the existing infrastructure;
- How efficiencies or savings can be achieved.

The Supplier shall ensure that regular meetings take place with the Authority to discuss/ agree the service approach.

The Supplier shall ensure that Authority information required to fulfil the assessment is identified and requested in advance of the meetings.

7.4. **Analyse**

The Supplier shall where required undertake an in-depth investigation of the current environment and how and where Authority Waste will be processed, destroyed and disposed of, for example via a physical on-site survey

The Supplier shall identify the typical processes associated with how Waste flows through the Authority's business streams and into the supply chain.

7.5. **Advice**

The Supplier shall provide a report on the outcome of the assessment and analysis to the Authority detailing the following as a minimum for each Waste type, unless otherwise stated:

- Approach advised for Processing/Disposal/Destruction;
- Identification of risk in terms of governance or security based on current processes;
- Route comparison and recommendation;
- Waste codes;
- Confirmation that the approach meets both Authority's and legislative requirements.

Reports will be completed as required for new seized Waste types and revisited periodically as required.

The Supplier shall also on request provide in depth reports to the Authority including advice on the approach the Authority can adopt to ensure an effective and efficient future output strategy. Proposed recommendations shall not include any brand or particular equipment.

The Supplier shall, where requested provide the Authority with experienced Supplier Personnel who will offer impartial advice and support during the further competition process on the following aspects:

- Preparation of tender documents;
- Assessment of subsequent response(s);
- Implementation of Call Off contracts;
- Management of Suppliers (acting as the Authority's representative);
- Processes to monitor and measure realisation of benefits and savings through Call Off contracts.

7.6. **Laboratory Services**

The Supplier shall provide access to laboratory services where required in order to provide expert advice on Waste composition to aid the Authority in meeting its statutory requirements.

The Supplier shall source and manage the laboratory services on behalf of the Authority.

7.7. **Witness Statements**

The Supplier shall note that, whilst unlikely, there may be occasion for attendance at a court hearing, on these occasions the production of a witness statement will be required; the Supplier shall assist with this to ensure data provision is as required by the courts. Where required by the Authority witness statements shall be provided by the Supplier within 5 Working Days which is the standard request by the Authority, on occasion it may be required more quickly, this may require the associated witness statement provider being required to attend court.

7.8. **Supplier Personnel**

This section provides details of the mandatory Supplier Personnel, vetting and travel-related costs requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the requirements of this Framework Agreement.

Supplier Personnel delivering Consultancy and Advice Services shall possess the qualifications, experience and competencies appropriate to the tasks for which they are employed.

The Supplier shall ensure that all Supplier Personnel adhere and comply with the Authority's safety and confidentiality requirements at all times.

The Supplier shall ensure that all Supplier Personnel supplying the Services of this Framework Agreement and any Call Off contracts shall act in a responsible and professional manner at all times.

The Supplier shall provide access to, as a minimum, the following Supplier Personnel grades:

Personnel Grade	Description
Trainee (or equivalent)	The consultant shall have demonstrable experience in a wide range of projects in the field. They will also have experience of, and be able to produce evidence of, previous customer facing experience and support services to wider consultancy projects.
Manager (or equivalent)	The consultant shall have notable experience and in-depth knowledge of the waste consultancy service field. They will also have experience of and be able to evidence a wide range of client facing experience and support work in process and organisational design, as well as in leading workshops and events.
Senior Manager (or equivalent)	The consultant shall have substantial and proven experience in the waste consultancy service field. They shall have sound knowledge of the public sector environment, current policy and political issues affecting it. In addition, they will have previous experience in project management on a wide range of high quality and relevant audit projects, preferably in the public sector. They will also be a qualified PRINCE2 practitioner or project management equivalent.
Partner/Director	The consultant shall have substantial and proven experience in the waste consultancy service field. They shall have sound knowledge of the public sector environment, current policy and political issues affecting it. They will be regarded as an expert and industry recognised. They will be able to clearly demonstrate experience in working within complex environments with large organisations. In addition, they shall have significant previous experience in project management on a wide range of high quality and relevant projects, preferably in the public sector. They will be able to evidence customer facing work, identifying and addressing customer needs, bringing new insights and adding value to customers. They will also be a qualified PRINCE2 practitioner or project management equivalent.

The Supplier shall provide a comparable grade where the above Supplier Personnel grade differs in an organisation.

The Supplier shall ensure that all Supplier Personnel have a valid company photo ID badge. The ID badge shall include as a minimum

- Full name
- Expiry date (all ID badges shall be valid for at least one year)

7.9. **Vetting**

The Supplier shall ensure that all Supplier Personnel have been security vetted and approved to SC - security check (security cleared) level.

The Supplier shall ensure that this is completed prior to the involvement of Supplier Personnel in the delivery of the Services under the Framework Agreement and any Call Off Contracts under Lots 1 and 2.

The Supplier shall ensure that all Supplier Personnel have appropriate security clearance and comply with any 'additional' security requirements specified by the Authority at the Call Off stage.

The Supplier shall provide details of all Supplier Personnel security procedures to the Authority. The Supplier shall also provide details of all Supplier Personnel who will be involved in the delivery of the Services, when requested by the Authority.

The Supplier shall ensure that all Supplier Personnel involved in the delivery of the Services have and maintain the relevant security clearance.

7.10. **IT System**

The Supplier shall upon request provide access to a secure IT system which will enable the Authority to record and access Management Information in relation to Waste.

The Supplier shall provide a system which allows the Authority to access, view, integrate and download data.

The Supplier shall set up and manage the process by which the Authority 3rd parties can upload data into the system.

As a minimum the Supplier shall ensure the system will capture the Management Information described in paragraph 13.

Where required by the Authority the system should also act as a document repository for Destruction/Disposal certificates and other relevant documents as required.

Where required by the Authority the Supplier shall also provide a secure IT system that can track and trace receipt of Waste through to Disposal.

7.11. IT System Security

Shall be in line with Annex 2 and the Authority's specific requirements set out at Call Off.

7.12. Travel and Related Costs

The Supplier's day rate charges as specified in Call Off Schedule 7.1 Charges and Invoicing shall include costs associated with providing the Service but will not include travel and subsistence costs.

The Supplier's travel and subsistence costs shall be chargeable to the Authority in line with the Authority travel and subsistence policy notified at Call Off. A detailed breakdown must be provided as described in Call Off Schedule 7.1.

APPENDIX 2 – CORE SEIZED GOODS AND WASTE COMMODITIES DESCRIPTION

1.1. Core Goods Waste Commodities Description

Suppliers are expected to provide Services for other Waste goods/commodities as required.

N.B. due to the nature of Authority (and/or Client Organisation's) activity it is highly likely that all Waste seized by the Authority (and/or Client Organisation's) will be packaged. In some cases, multiple layers of packing will be present. Suppliers should be aware that the processing of this packaging shall be required along with the goods themselves.

1.2. Drugs – Category A

Where the Authority (and/or Client Organisation's) requires drugs to be destroyed the Supplier shall ensure they hold all relevant Permits, including the appropriate Home Office licence that authorises named individuals to receipt and to witness the Destruction of drugs.

The Supplier shall ensure that a licensed person is always in attendance throughout the Authority's (and/or Client Organisation's) activity.

The Supplier shall hold adequate numbers of valid licences that authorise it to accept, witness and destroy drugs, e.g. a Blend Chemist with a valid licence and a contingency plan to ensure they are available to ensure throughput. The Authority (and/or Client Organisation's) shall seek assurance that these are in place, and this will form part of its assurance activity. The Authority (and/or Client Organisation's) will also reserve the right to attend any site in use for drugs Disposal to witness the Destruction without prior notification.

Fentanyl, Carfentanil and Pre-Cursors (FCAP's) are synthetic opioids whose increased presence in UK has highlighted a concern. There is minimal guidance available around managing the uplift, through transport and storage to Disposal as at the time of seizure the items are neither manufactured nor owned by the Authority (and/or Client Organisation's). The Authority (and/or Client Organisation's) would seek the Suppliers proposal on how they would deal with the handling of FCAP's Destruction.

The Supplier will incinerate Waste drugs immediately upon arrival at the Supplier's premises (See table 1). The Authority (and/or Client Organisation's) will witness in person this Destruction. Drug Wrappings shall also need to be disposed of and treated as Category A Waste.

1.3. Offensive weapons – Category A

Offensive weapons must be destroyed and witnessed by the Authority (and/or Client Organisation's). This requirement also includes the Destruction of ammunition.

1.4. **POAO / PBG / Khat Waste – Category A**

POAO, PBG and Khat are perishable. The Authority (and/or Client Organisation's) requires the Supplier to collect these goods from the point of seizure and/or storage and to facilitate an immediate Disposal (See Table 1).

Collections of POAO, PBG and Khat Waste may come from any (i) sea port, marina, airport, coastline, private airfield or Royal Mail depot and from the UK Border on the continent in Coquelles France and (ii) storage location to Disposal facility.

The Supplier is required to ensure that appropriate vehicles are utilised for the collection of POAO, PBG and Khat Waste. Some locations have restrictions on sizes of vehicles that can be driven on their site. For example, London City Airport currently has building works ongoing which means currently collections are restricted to 5 tonne vans as a maximum.

Currently POAO, PBG and Khat are disposed of through incineration. The Authority (and/or Client Organisation's) will seek proposals from the Supplier as to how they will provide a proven secure method of Disposal, incineration or otherwise, applying the Waste Hierarchy, that destroys the commodity and its associated packaging (Commercial packaging and supplementary Authority (and/or Client Organisation's) packaging).

The Supplier shall comply with the document and record keeping requirements set out in EC Regulation 1774/2002 and Annex II of that Regulation.

Where POAO and other Waste (e.g. PBG and Khat) are amalgamated by the Authority (and/or Client Organisation's) at storage and then transported together for Disposal, then the Supplier shall treat the Load as if it were POAO, and shall dispose of it accordingly, as Category A Material, the highest risk category in accordance with the terms of EC Regulation 1774/2002. If the POAO isn't amalgamated with other Waste which also necessitate special controls, then both controls shall be applied.

POAO can be stored in freezers (Airports predominantly) or in other ways such as general-purpose containers (Maritime Ports).

1.5. **Alcohol – Category B**

Alcohol is currently typically disposed of through incineration. The Authority (and/or Client Organisation's) will seek proposals from the Supplier as to how they will provide a proven secure method of Disposal, incineration or otherwise, applying the Waste Hierarchy, that destroys the commodity.

Both hazardous and non-hazardous alcohol is in scope:

- Hazardous Alcohol (> 6.1% ABV);
- Non-Hazardous Alcohol (< 6.1% ABV).

Alcohol products may be presented in various forms both palletised and non-palletised; the most common include:

- Cans
- Glass
- Plastic
- IBCs
- Kegs
- Tankers

Where applicable the Authority (and/or Client Organisation's) will inform the Supplier if kegs are to be returned to storage or Keg Watch is to be contacted at the point of booking Disposal. If the Kegs are to be returned to storage the Supplier shall engage with the Authority (and/or Client Organisation's) or the Authority's nominated 3rd party to arrange movement. If the Kegs are to be returned to the owner then the Supplier shall engage with the relevant Keg Watch to ensure that the most appropriate Disposal or recovery route is taken, including the production of keys to enable kegs to be decanted, thereby mitigating risk of any irreparable damage. If a container is unserviceable, it shall be destroyed by authorised Destruction agents. A list of approved locations can be obtained through Keg Watch.

<https://www.kegwatch.co.uk/>

1.6. **Tobacco – Category B**

The Authority (and/or Client Organisation's) requires tobacco to be destroyed. This can be either direct Disposal or treated pre-disposal depending on the Suppliers solution. Tobacco Waste must be rendered unusable, and therefore not liable to duty, in accordance with the following statement:

'Tobacco ceases to be a dutiable commodity when it cannot be smoked without mechanical or significant manual intervention being applied to extract the tobacco'.

The Authority (and/or Client Organisation's) currently disposes of tobacco through incineration. The Authority (and/or Client Organisation's) will seek proposals from the Supplier as to how they will provide a proven secure method of Disposal, incineration or otherwise, whilst applying the Waste Hierarchy, that destroys the commodity and its associated packaging, e.g., Waste to energy, (Commercial packaging and supplementary Authority (and/or Client Organisation's) packaging).

Currently the Authority (and/or Client Organisation's) is disposing of both Hazardous and Non-Hazardous tobacco products:

- Hazardous Tobacco, including counterfeit cigarettes;
- Non-Hazardous Tobacco (known provenance).

Whilst it may be subject to change, historically tobacco considered to be hazardous in nature represents 75% of the total volume. This is because the provenance of the tobacco is unknown.

Tobacco Waste may be presented in various forms both palletised and non-palletised, the most common include:

- Raw bales weighing up to 350kg;

- Commercially packaged cigarettes, cigars, cigarillos and tobacco products;
- Fruit tobacco in pouches and tins.

1.7. **Oils and Fuel – Category B**

The Supplier must ensure that the seized products are stored securely and safely in accordance with all relevant health and safety and environmental legislation.

All seized products, whether or not contaminated, are to be disposed of in accordance with the Authority's (and/or Client Organisation's) instructions.

The Authority (and/or Client Organisation's) reserves the right to witness and audit Disposal procedures without notice in accordance with the Authority's (and/or Client Organisation's) internal assurance programme, and to uplift or require copies of any or all related documentation, including documentation which is electronically held.

Typical items include Red Diesel seized by FRTU units but could also be targeted imports of certain oils (cooking or fuel) in the future.

1.8. **White Goods – Category C**

The Supplier must ensure that the seized products are stored securely and safely in accordance with all relevant health and safety and environmental legislation.

All seized products, whether or not contaminated, are to be disposed of in accordance with the Authority's (and/or Client Organisation's) instructions.

The Authority (and/or Client Organisation's) reserves the right to witness and audit Disposal procedures without notice in accordance with the Authority's (and/or Client Organisation's) internal assurance programme, and to uplift or require copies of any or all related documentation, including documentation which is electronically held.

Typically, items will include washing machines, ovens etc, providing opportunity for recycling.

1.9. **Clothes, Fabrics and Shoes - Category C**

The Supplier must ensure that the seized products are stored securely and safely in accordance with all relevant health and safety and environmental legislation.

All seized products, whether or not contaminated, are to be disposed of in accordance with the Authority's (and/or Client Organisation's) instructions.

The Authority (and/or Client Organisation's) reserves the right to witness and audit Disposal procedures without notice in accordance with the Authority's (and/or Client Organisation's) internal assurance programme, and to uplift or require copies of any or all related documentation, including documentation which is electronically held.

Typical items include adult and child sizes, rags, rolls of fabric, footwear of varying materials and types to include leather, rubber, plastic, safety boots, flip flops etc.

1.10. Plastic Goods – Category C

The Supplier must ensure that the seized products are stored securely and safely in accordance with all relevant health and safety and environmental legislation.

All seized products, whether or not contaminated, are to be disposed of in accordance with the Authority's (and/or Client Organisation's) instructions.

The Authority (and/or Client Organisation's) reserves the right to witness and audit Disposal procedures without notice in accordance with the Authority's (and/or Client Organisation's) internal assurance programme, and to uplift or require copies of any or all related documentation, including documentation which is electronically held.

Typical items include multiple types of plastics in varying forms for example mobile phone covers, kitchen utensils and pet mats and bags.

1.11. Electronic Items – Category C

The Authority (and/or Client Organisation's) requires IT Equipment to be securely disposed of by a Her Majesty's Government approved secure Destruction facility with certification. The Authority (and/or Client Organisation's) will seek proposals from the Supplier as to how they will provide a proven secure method of Disposal, applying the Waste Hierarchy, to dispose of various items of IT Equipment and their associated packaging (Commercial packaging and supplementary Authority (and/or Client Organisation's) packaging).

IT items include laptops / mobile telephones / tablets / personal computers. There may also be toys, quadcopters, audio systems and batteries (lithium or other).

1.12. Liquids e.g. Soft Drinks – Category C

The Supplier must ensure that the seized products are stored securely and safely in accordance with all relevant health and safety and environmental legislation.

All seized products, whether or not contaminated, are to be disposed of in accordance with the Authority's (and/or Client Organisation's) instructions.

The Authority (and/or Client Organisation's) reserves the right to witness and audit Disposal procedures without notice in accordance with the Authority's (and/or Client Organisation's) internal assurance programme, and to uplift or require copies of any or all related documentation, including documentation which is electronically held.

Typical items include soft drinks and other commercially available liquid products, disposal will include the containers in which the liquids are held, predominantly plastic or glass bottles which will require safe disposal of the liquid and suitable recycling of the container.

1.13. Perfume – Category C

The Supplier must ensure that the seized products are stored securely and safely in accordance with all relevant health and safety and environmental legislation.

All seized products, whether or not contaminated, are to be disposed of in accordance with the Authority's (and/or Client Organisation's) instructions.

The Authority (and/or Client Organisation's) reserves the right to witness and audit Disposal procedures without notice in accordance with the Authority's (and/or Client Organisation's) internal assurance programme, and to uplift or require copies of any or all related documentation, including documentation which is electronically held.

Complete and safe disposal of the liquid with potential recycling of the container.

1.14. Cosmetics – Category C

The Supplier must ensure that the seized products are stored securely and safely in accordance with all relevant health and safety and environmental legislation.

All seized products, whether or not contaminated, are to be disposed of in accordance with the Authority's (and/or Client Organisation's) instructions.

The Authority (and/or Client Organisation's) reserves the right to witness and audit Disposal procedures without notice in accordance with the Authority's (and/or Client Organisation's) internal assurance programme, and to uplift or require copies of any or all related documentation, including documentation which is electronically held.

Complete and safe disposal of the cosmetics with potential recycling opportunities of the container.

1.15. Furniture – Category C

The Supplier must ensure that the seized products are stored securely and safely in accordance with all relevant health and safety and environmental legislation.

All seized products, whether or not contaminated, are to be disposed of in accordance with the Authority's (and/or Client Organisation's) instructions.

The Authority (and/or Client Organisation's) reserves the right to witness and audit Disposal procedures without notice in accordance with the Authority's (and/or Client Organisation's) internal assurance programme, and to uplift or require copies of any or all related documentation, including documentation which is electronically held.

Varying materials including wood, textiles, plastic and metal dependent on product type.

1.16. Rubber Items – Category C

The Supplier must ensure that the seized products are stored securely and safely in accordance with all relevant health and safety and environmental legislation.

All seized products, whether or not contaminated, are to be disposed of in accordance with the Authority's (and/or Client Organisation's) instructions.

The Authority (and/or Client Organisation's) reserves the right to witness and audit Disposal procedures without notice in accordance with the Authority's (and/or Client Organisation's) internal assurance programme, and to uplift or require copies of any or all related documentation, including documentation which is electronically held.

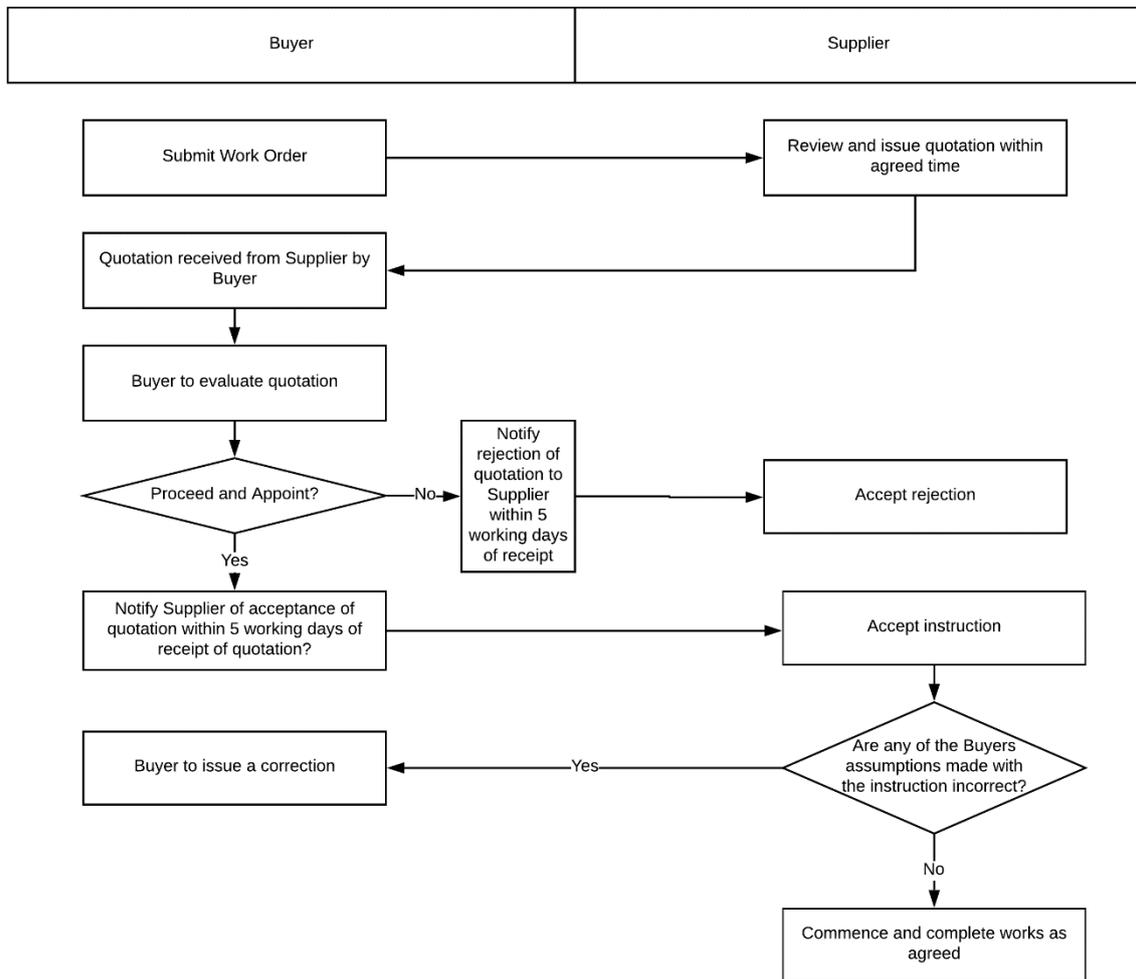
A range of products including tyres for vehicles that will require safe and complete disposal.

1.17. Packaging – Category D

When not containing any goods, packing material on its own, will generally be considered category D unless otherwise indicated by the Authority (and/or Client Organisation's) e.g. due to branding considerations etc.

The Disposal of packaging material - commercial packaging and supplementary Authority (and/or Client Organisation's) packaging.

APPENDIX 3 – SPECIALIST WASTE PROVISION – PROCESS



APPENDIX 4 DETAILS OF SECURITY REQUIREMENTS FOR THE SUPPLIERS PREMISES

The basic requirement for physical security is that the company complies with or will meet the good practice for the industry, Secured by Design Commercial <http://www.securedbydesign.com>, and the requirement in British Standards such as BS 8220 Part 3, which covers warehouses. Specific requirements are listed below.

1. Nominated person(s) on the site are to be responsible for security and health and safety. These persons should be in regular contact with the local emergency and operating authorities to confirm that local standards are maintained and checked.
2. The perimeter of the site should be fenced or controlled to prevent easy access from adjacent sites. The fence should be properly constructed, maintained, and checked. The fence should be supported by intruder alarms, linked to a response centre. Consideration should be given to constructing a low earth bank on one side of the perimeter to prevent vehicles being driven or towed out of the compound via the fence. The gates to the site should be of equal or better quality than the fence and match the height. The locking device should be substantial, and the hinges secured so that the gate cannot be lifted. Consideration should be given to an airlock type entrance and exit, with two gates, preventing tailgating onto the site
3. Appropriate lighting should cover the site, to cover the full 24-hour period for health and safety grounds and to enable CCTV systems, to operate successfully. Vulnerable areas such as the entrances, and fire exits, should have higher lighting levels. Note that the lighting of the site must also take into account the problems of light pollution for adjacent properties.
4. A suitable CCTV system must be operational at all times. The camera system must be matched to the light system to ensure that the picture quality is appropriate, and any other security aspects such as movement detection. CCTV quality must be high enough to clearly identify issues and must fully cover all areas where seized/detained goods are stores or worked. The requirements of the Data Protection Act relating to CCTVs must be complied with.
5. The natural landscape, such as trees and bushes, should not obstruct surveillance lines of sight, or provide cover for intruders.
6. There must be controlled access to the site, with all vehicles being registered, in and out. This should also cover recording of driver and passenger details and drivers to have identity cards or similar. It would be preferred if a system requiring pre-notification of arrival system is to be used. Supplier Personnel and visitors should be controlled so that visitors have to be registered and are easy to distinguish from Supplier Personnel; this could be achieved by having photo passes for Supplier Personnel and day passes for visitors.
7. Vehicles left on site overnight should be secured in such a way that they cannot be used as an escape method for intruders, whether or not the vehicle is loaded. Keys must be removed and secured in a safe when not needed to move the vehicle and consideration

must be given to immobilising vehicles, for example by removing the drive shaft or disabling the air brakes so that they cannot be released.

8. Supplier Personnel should be employed using standard recruitment and retention procedures, including full reference checks, criminal record declaration, identity checks etc. If an external company provides a guard force then they must be recruited using current standards e.g. BS7858 / BSIA.
9. If guards are employed then they must have full assignment instructions, and back up cover to protect them against attack or injury or to identify a duress or health and safety incident.
10. The seized/detained goods should be held in a separate area so that audit and physical checks can be made on the items. Full audit trail from point of seizure/detention to point of Disposal must be maintained and be made available to the Authority (and/or Client Organisation's) when requested.
11. Representatives of the Authority (and/or Client Organisation's) are to be permitted to visit the site to undertake security or audit checks. These could be either from the business area or from audit/security areas. The visits will in general be prearranged but unannounced visits may occur and access to the site(s) is to be given in either case.

Under the Finance Act 94 s.20(1) (b) and (d) – the contractor is handling and disposing of custom goods under a contract with HMRC. These goods having been imported and declared for free circulation but not released. Therefore, the contractor falls within the scope of departmental customs enforcement powers contained in the Finance Act 1994. Power of entry (FA94) s24 provides the power to enter any premises and inspect goods we believe to be on them at any reasonable time. This contractor is holding and by process are destroying those goods we send to them under the contract. Power to require information and production of documents to us is covered under s.23 FA94. These records would be those relating to the receipt and disposal of those goods that have been sent to them for destruction. CEMA Section 75A also refers. This requires such a business to keep records.

12. The storage of the seized goods must also comply with the health and safety legal requirements of the industry. These include the Environment Agency and Health and Safety Executive (see www.gov.uk)

1. APPENDIX 5

DGSA GUIDANCE ON THE SECURITY OF DANGEROUS GOODS – UN TRANSPORT OF DANGEROUS GOODS MODEL REGULATIONS (13th REVISED EDITION) Refers.

1.1. SECURITY OF DANGEROUS GOODS

Because of the terrorist attack in the USA on 11 September 2001 and other attacks, which used dangerous goods as the weapon, there has been heightened awareness of the potential use by terrorists of dangerous goods as a weapon of terror.

In the 13th Edition of the Model Regulations, the UN has adopted new security provisions that are aimed at countering deliberate terrorist activities. These are covered in Chapter 1.4, Volume I and are shown below:

1.2. General Provisions

- All persons engaged in the transport of dangerous goods shall consider security requirements for the transport of dangerous goods commensurate with their responsibilities
- Consignors shall only offer dangerous goods to carriers that have been appropriately identified
- Transit sites such as airside warehouses, marshalling yards and other temporary storage areas shall be properly secured, well-lit and where possible, not be accessible to the general public

1.3. Security Training

- The training specified for individuals in Chapter 1.3.2 (a), (b) or (c) shall also include elements of security awareness.
- Security awareness training shall address the nature of security risks, recognising security risks, methods to address and reduce such risks and actions to be taken in the event of a security breach. It shall include awareness of security plans (if appropriate) commensurate with the responsibilities of individuals and their part in implementing security plans
- Such training shall be provided or verified upon employment in a position involving dangerous goods transport and shall be periodically supplemented with retraining
- Records of all security training undertaken shall be kept by the employer and made available to the employee if requested

1.4. Provisions for High Consequence Dangerous Goods

- In implementing national security provisions competent authorities shall consider establishing a programme for identifying consignors or carriers engaged in the transport of high consequence dangerous goods for the purpose of communicating security related information.

1.5. Security Plans

- Carriers, consignors and others (including infrastructure managers) engaged in the transport of high consequence dangerous goods shall adopt, implement and comply with a security plan that addresses the elements listed below:
- The security plan shall comprise at least the following elements:
 - a) Specific allocation of responsibilities for security to competent and qualified persons with appropriate Authority to carry out their responsibilities
 - b) Records of dangerous goods or types of dangerous goods to be transported
 - c) Review of current operations and assessment of vulnerabilities, including inter-modal transfer, temporary transit storage, handling and distribution as appropriate
 - d) Clear statements of measures, including training, policies (including response to higher threat conditions, new employee/employment verification etc.) operating practices (e.g. choice/use of routes where known access to dangerous goods in temporary storage, proximity to vulnerable infrastructure etc) equipment and resources that are to be used to reduce security risks
 - e) Effective and up to date procedures for reporting and dealing with security threats, breaches of security or security incidents
 - f) Procedures for the evaluation and testing of security plans and procedures for periodic review and update of plans
 - g) Measures to ensure the security of transport information contained in the plan and;
 - h) Measures to ensure that the distribution of the transport information is limited as far as possible. (Such measures shall not preclude the provision of documentation normally required for the transport of hazardous goods)

1.6. Special high-consequence dangerous goods

High consequence dangerous goods are those which have the potential for misuse in a terrorist incident and which may, as a result, produce serious consequences such as mass casualties or mass destruction. The following is an indicative list of high consequence dangerous goods:

- Class 1 Division 1.1 explosives
- Class 1 Division 1.2 explosives
- Class 1 Division 1.3 compatibility group C explosives
- Class 1 Division 1.5 explosives
- Division 2.1 Flammable gases in bulk
- Division 2.3 Toxic gases (excluding aerosols)
- Class 3 Flammable liquids of PG I and II in bulk.
- Class 3 and Division 4.1 desensitised explosives
- Division 4.2 goods of PG I in bulk
- Division 4.3 goods of PG I in bulk
- Division 5.1 oxidising liquids of PG I in bulk
- Division 5.1 per chlorates, ammonium nitrate and ammonium nitrate fertilisers in bulk
- Division 6.1 toxic substances of PG I

- Division 6.2 infectious substances of Category A
- Class 7 radioactive material in quantities greater than 3000 A₁ (special form) or 3000 A₂, as applicable, in Type B or Type C packages
- Class 8 corrosive substances of PG I in bulk

For the purposes of the above data, “in bulk” means transported in quantities greater than 3000 kg or 300 litres in portable tanks or bulk containers.

For the purposes of non-proliferation of nuclear material, the Convention on Physical Protection of Nuclear Material applies to international transport supported by IAEA INFCIRC/225(Rev.4).

PART C: ANNEXES

1. Annex 1 - HMRC Core Goods and Volumes

1.1. Waste Commodities and Volumes

The nature of the Authority's (and/or Client Organisation's) activities which create the Waste for Disposal means that volumes of Waste Disposal cannot be predicted or levelled due to various law enforcement strategies and the conclusion of investigations, prosecutions and legislative requirements. For that reason all volumes provided are indicative and for guidance only.

No guarantee can be given as to the volumes of demand for the Services detailed within this invitation to tender. The Authority (and/or Client Organisation's) requires the Supplier to have the capability and flexibility to be able to respond to fluctuations in volumes and types of Waste. This may also be required due to changes in legislation resulting in increased/decreased law enforcement activity or goods requiring expedient and immediate Destruction and/or Disposal.

To assist the Supplier in designing its solution for the Authority (and/or Client Organisation's) information on the estimated volumes of Waste can be found below, and forms the basis for our best available forecast of the likely volume of future seizures.

	Forecast volumes (Pallets Per Annum)				
	Year 1	Year 2	Year 3	Year 4	
Category A	0	0	0	0	
Category B	550	791	791	791	
Category C	9044	13005	13005	13005	
Category D	1066	1534	1534	1534	
Total	10660	15340	15340	15340	

1 pallet averages 200kg / 1000kg = 1 tonne.

This information has been prepared solely with the purposes of enabling tenderers to assist in the preparation of their bid, therefore these volumes have been split equally between Lot 1 & 2 in the cost schedule.

Please Note: The Authority (and/or Client Organisation's) gives no undertaking to meet specific volumes during the contract period.

2. Core List

Waste Goods and Description	Waste Commodities applicable	Risk Category for Good (A,B,C,D)	Hazardous and Non Hazardous	Indicative Framework Volumes Per Annum
Textiles - assume 5% of weight is packaging	04 01 09	B	Hazardous	53
	04 02 21			
	04 02 22			
	20 01 10			
	20 01 11			
Textiles - assume 5% of weight is packaging	04 01 09	C	Non-Hazardous	4051
	04 02 21			
	04 02 22			
	20 01 10			
	20 01 11			
Electronics - assume 5% of weight is packaging	10 02 10	B	Hazardous	213
	16 02 13			
	16 06 03			
	16 06 04			
	20 01 33			
	20 01 35			
Electronics - assume 5% of weight is packaging	16 02 16	C	Non-Hazardous	1066
	20 01 36			
Plastics (Toys) - assume 5% of weight is packaging	07 02 13	B	Hazardous	53
	20 01 39			
Plastics (Toys) - assume 5% of weight is packaging	07 02 13	C	Non-Hazardous	533
	20 01 39			
Cosmetics - assume 5% of weight is packaging	07 06 01	B	Hazardous	21
	14 06 02			

Waste Goods and Description	Waste Commodities applicable	Risk Category for Good (A,B,C,D)	Hazardous and Non Hazardous	Indicative Framework Volumes Per Annum
Perfume - assume 5% of weight is packaging	07 06 01	B	Hazardous	11
	14 06 02			
Alcohol - assume 5% of weight is packaging	02 07 99	B	Hazardous	53
	16 03 06			
Soft Drinks - assume 5% of weight is packaging	02 07 99	C	Non-Hazardous	533
	16 03 06			
Furniture -assume 5% of weight is packaging	20 01 11	C	Non-Hazardous	426
	20 01 38			
Foot ware -assume 5% of weight is packaging	04 02 22	C	Non-Hazardous	853
	20 01 11			
Aerosols - assume 5% of weight is packaging	14 06 02	B	Hazardous	11
White Goods - assume 5% of weight is packaging	20 01 36	B	Hazardous	533
Rubber Tyres - assume 5% of weight is packaging	16 01 03	C	Non-Hazardous	107

Waste Goods and Description	Waste Commodities applicable	Risk Category for Good (A,B,C,D)	Hazardous and Non Hazardous	Indicative Framework Volumes Per Annum
Mixed Loads - assume 5% of weight is packaging	20 02 03	B	Hazardous	53
	20 03 01			
Mixed Loads - assume 5% of weight is packaging	20 02 03	C	Non-Hazardous	1066
	20 03 01			
Packaging Materials (Plastics)	15 01 02	D	Non-Hazardous	267
	15 01 06			
Packaging Materials (Cardboard)	15 01 01	D	Non-Hazardous	267
	15 01 06			
	20 01 01			
Precious Metals	16 01 17	B	Non-Hazardous	11
Metals	20 01 40	C	Non-Hazardous	267
Food Stuffs (Non Pershiable)	02 03 99	C	Non-Hazardous	107

Waste Goods and Description	Waste Commodities applicable	Risk Category for Good (A,B,C,D)	Hazardous and Non Hazardous	Indicative Framework Volumes Per Annum
Glass	20 01 02	C	Non-Hazardous	107

2. Annex 2 - IT Security

IT Security	Requirements	Recommended
Cyber Essentials	It is mandatory for HMG suppliers to demonstrate that they meet the technical requirements prescribed by Cyber Essentials.	Cyber Essentials Plus with independent assessment and certification.
Authorisation	Users and Administrators must be authorised to use the System/Service. Higher privilege access accounts should be tightly controlled and only assigned to authorised individuals.	
Authentication ¹	<p>Individual passwords must be used to maintain accountability;</p> <p>Robust passwords should be used, that are designed to resist machine based attacks as well as more basic guessing attacks.</p> <p>Passwords must be stored in an encrypted form using a one-way hashing algorithm.</p> <p>Passwords must be able to be changed by the end user, if there is suspicion of compromise. Passwords must be changed at least every 3 months.</p>	<p>Machine-generated passwords.</p> <p>Multi-factor authentication should be considered for exposed environments and remote access.</p> <p>Passwords for privileged accounts/users (Administrators) etc. should be changed more frequently than every 3 months.</p>
Access Control	<p>User access rights to HMRC information assets must be revoked on termination of employment.</p> <p>Audit logs for access management in place showing a minimum of 30 days of activity.</p>	

¹ Authentication is the process by which people “prove” to the system that they are the person they claim to be. There are three possible authentication factors: Passwords (something a person knows), tokens (something a person possesses), and biometrics (something a person inherently is or how they behave).

IT Security	Requirements	Recommended
Malware Protection ²	<p>Malware protection software should be installed on all computers connected or able to connect to the Internet. It must be regularly updated in line with vendor recommendations or at least daily and should be configured to scan files on access and perform regular scans of all files at server and desktop level (PC/Laptop etc). It should also be configured to identify and block access to known malicious websites. Security Operating Procedures (SyOps) must ensure that malware protection is kept up to date. Anti-Virus Administrators and users should be trained on use of AV software.</p> <p>Users should receive awareness training so that they are aware of risks posed by malicious code from the use of email and attachments, internet and removable media (CD, DVD, USB devices etc).</p> <p>All users, systems and Services must be provided on a least privilege basis to reduce the potential for accidental introduction of malicious code.</p> <p>For systems attaching to HMRC network, dual layered malware protection and detection capability.</p>	<p>Consideration should be given to allowing privilege users (System Administrators) to only use a limited 'non-privilege role' to conduct vulnerable operations such as browsing or importing via removable media.</p> <p>Dual layered malware protection and detection capability.</p> <p>Malware protection software should be configured to update automatically or update through the use of a centrally managed deployment. Systems and Services holding assets with a Government Security Classification of Secret are expected to be air-gapped and will therefore require malware protection to be configured manually.</p>

² CESH Good Practice Guide No 7 provides information on the threats and vulnerabilities and risks associated with malicious code and also provides guidance on appropriate risk management measures.

IT Security	Requirements	Recommended
Network Security	<p>Information, applications and computers within the organisation's internal networks should be protected against unauthorised access and disclosure from the internet, using boundary firewalls, internet gateways or equivalent network devices.</p> <p>Boundary controls should have content checking and a blocking policy in place e.g. firewalls. As a minimum the default administrative password for network devices such as Firewalls should be changed to a strong password comprising of a minimum of 8 characters. All unnecessary Services should be disabled/'blocked' by default at the boundary firewall. It is important that Firewall rules that are no longer required are disabled/removed timeously, for example when a service is no longer required.</p> <p>The administrative interface used to manage boundary firewall configuration routinely must NOT be accessible from the Internet.³</p>	<p>Dual paired firewalls, different vendors.</p> <p>Anomaly detection capability e.g. Network intruder detection system.</p>
Patch Management	<p>Software should be patched and devices, systems, operating systems and applications should be 'locked down' to remove unnecessary Services and functionality. File types should be limited.</p> <p>All Critical security patches should be deployed timeously and in line with vendor recommendations. The deployment of Important i.e. less critical patches should be deployed on the basis of risk.</p>	
System Documentation	<p>System designs/architectural blue prints and network designs should be protected from unauthorised access, loss and Destruction.</p>	
Disposal of media	<p>HMRC information assets must be sanitised in line with HMG IA Infosec Standard 5 Secure Sanitisation. Your CESG contact can provide further information.</p>	

³ It is envisaged that systems holding Secret assets **will** not be supported by a remote administrative and **will** not be Internet facing.

IT Security	Requirements	Recommended
Technical Testing	IT health check aka penetration testing for front facing internet services delivered to HMRC.	Consideration for regular IT health check of application and infrastructure services delivered to HMRC.
Use of Laptops and removable recordable media.	<p>Laptops holding any information supplied or generated as a consequence of a Contract with HMRC must have, as a minimum, a FIPS 140-2 approved full disk encryption solution installed.</p> <p>Approval from HMRC must be obtained before information assets are placed on removable media⁴. This approval must be documented sufficiently to establish an audit trail of responsibility. All removable media containing information assets must be encrypted. The level of encryption to be applied is determined by the highest HM Government Security Classification of an individual record on the removable media. Unencrypted media containing HMRC information assets must not be taken outside secure locations; the use of unencrypted media to store HMRC information assets must be approved by HMRC.</p>	

⁴ The term drives includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media and external hard drives.

3. Annex 3 – Examples of Dutiable Waste Products

Tariff Chapter	Item Type	Duty Rate
38 25	Residual products of chemical or allied industries	6.5%
39 15	Waste, parings and scrap, of plastics	6.5%
40 04	Waste, parings and scrap of rubber (other than hard rubber) and powders and granules obtained therefrom	0%
45 01	Natural Cork	0%
47 07	Pulp of wood, waste / scrap paper/paperboard	0%
50 03	Silk waste	0%
51 03	Waste of wool / coarse animal hair	0%
52 02	Cotton waste	0%
55 05	Waste of Man-made fibres	4%
70 01	Cullet or other waste and scrap of glass	0%
70 01 00 9	Glass in the mass	3%
71 12	Waste & scrap of precious metals	0%
72 04	Ferrous waste and scrap; remelting scrap ingots of iron or steel	0%
74 04	Copper waste and scrap	0%
75 03	Nickel waste and scrap	0%
76 02	Aluminium waste and scrap	0%
78 02	Lead waste and scrap	0%
79 02	Zinc waste and scrap	0%
80 02	Tin waste and scrap	0%
	<u>Waste & scrap of base metals</u>	
81 07	Cadmium and articles thereof, including waste and scrap	Variable 0%-4%
81 08	Titanium and articles thereof, including waste and scrap	5%
81 12 13 00	Beryllium	0%
81 12 22 00	Chromium	0%
81 12 52 00	Thallium	0%
81 12 92 31	Waste & scrap: Other: Niobium (columbium), rhenium	3%
81 12 92 81	Waste & scrap: Other: Indium	2%
81 12 92 89	Waste & scrap: Other: Gallium	1.5%
81 12 92 91	Waste & scrap: Other: Vanadium	0%
81 12 92 95	Waste & scrap: Other: Germanium	4.5%
85 48 10	Waste & scrap of spent primary cells, batteries etc	4.7%

FRAMEWORK SCHEDULE 3: FRAMEWORK PRICES AND CHARGING STRUCTURE

Framework Prices and Charging Structure, to be incorporated prior to Framework Commencement Date.

Paragraphs [***] and [***] of the [above/attached document***] outlines the Framework Prices and the Charging Structure of this Framework Agreement.

Lots 1 & 2 only: points one - three below are applicable

1. Value Generation through Disposal - any value generated through disposing of seized goods will be shared between the Authority and the supplier on a 60/40 basis (net duty). Suppliers will be required to provide evidence of value generated, for example, in the form of invoices/the right of the Authority to confirm with the supply chain.
2. Bidders will be required, on appointment to the framework, to provide evidence to support their estimate of the average value achievable in Q4 19/20
3. Method for crediting rebates will be agreed at call off.

FRAMEWORK SCHEDULE 4: TEMPLATE CALL OFF TERMS

1. The standard terms and conditions that make up the Template Call Off Terms are set out below.

Lots 1 and 2

2. A Call Off Agreement procured under Lot 1 or Lot 2 shall comprise of the following provisions:
 - a. the attached core terms and conditions labelled “Lots 1 and 2”;
 - b. the attached call off schedules labelled “Lots 1 and 2”;
 - c. any supplemental standard clauses required by Other Contracting Bodies which are necessary to procure Waste Disposal Services from this Framework Agreement.

Lot 3

3. A Call Off Agreement procured under Lot 3 shall comprise of the following provisions:
 - a. the attached core terms and conditions labelled “Lot 3”;
 - b. the attached call off schedules labelled “Lot 3”;
 - c. any supplemental standard clauses required by Other Contracting Bodies which are necessary to procure Waste Disposal Services from this Framework Agreement.
4. A Call Off Agreement under this Framework shall be substantially in the form of the documents referenced above at (a) and (b) together with any supplementary clauses under (c) of either Paragraph 2 or 3 above.

Framework Schedule 5

Call-Off Procedure

1. Award Procedure

- 1.1.1 For the avoidance of doubt, a reference in this Schedule 5 to “Contracting Body” is a reference to the Authority or Other Contracting Body which is sourcing Waste Disposal Services through this Framework Agreement.
- 1.1.2 If a Contracting Body decides to source the Waste Disposal Services through this Framework Agreement then it will award the Call-Off Agreement in accordance with the Call-Off Procedure detailed in this Schedule 5 and in accordance with the Public Contracts Regulations 2015 (“**Regulations**”).
- 1.1.3 A pricing schedule will be released for each Framework Supplier once a Customer Access Agreement (attached at Annex A or available by emailing Karen.Taylor@HMRC.Gov.UK) has been completed and returned to the Contracting Body.

1.2 If the Contracting Body can determine:

- 1.2.1 that its Statement of Requirements can be met by the description of the Waste Disposal Services set out in Framework Schedule 2 (Specification) and Framework Schedule 7 (Framework Tender); and
- 1.2.2 that all of the terms of the proposed Call-Off Agreement are laid down in this Framework Agreement and do not require amendment or any supplementary terms and conditions;

then the Contracting Body may award a Call-Off Agreement in accordance with the direct award procedure set out in Paragraph 2 below.

1.3 If all of the terms of the proposed Call-off Agreement are not laid down in this Framework Agreement and the Contracting Body:

- 1.3.1 requires the Supplier to develop proposals or a solution in respect of such Contracting Body's Statement of Requirements; and/or
- 1.3.2 needs to amend or refine the Template Call-Off Terms or include supplementary clauses to reflect its Statement of Requirements to the extent permitted by and in accordance with the Regulations;

then the Contracting Body shall award a Call-Off Agreement in accordance with the further competition procedures set out in Paragraph 3 below (“**Further Competition Procedure**”).

2. Direct Award without a Further Competition

2.1 Subject to Paragraph 1.2 above, a direct award is available under any of the Lots of this Framework Agreement. The Contracting Body awarding a Call-Off Agreement without holding a further competition shall:

- 2.1.1 Define a clear Statement of Requirements of the services it requires;
- 2.1.2 Confirm that the Statement of Requirements can be met by the Waste Disposal Services that fall within the scope of the Framework Agreement;
- 2.1.3 Define the quality and price weightings for the Statement of Requirements;
- 2.1.4 Confirm that the Call Off Agreement does not require any amendments, modifications or supplemental clauses to cover the Statement of Requirements.
- 2.1.5 Select the successful Framework Supplier in accordance with Paragraph 6.2 below.
- 2.1.6 on the basis set out above, award the Call-Off Agreement in accordance with Paragraph 5 below.

3. Further Competition Procedure

The Authority's Obligations

3.1 The Contracting Body awarding a Call-Off Contract through a further competition shall:

- 3.1.1 Engage with all Framework Suppliers on the Framework ahead of issuing final documents by carrying out pre-market engagement;
- 3.1.2 Develop a Statement of Requirements setting out requirements (what, when, where, who) for the Waste Disposal Services and identify the Framework Suppliers capable of supplying the Waste Disposal Services;
- 3.1.3 Invite Framework Suppliers to respond to the Statement of Requirements through an ITT and set a time limit for the receipt by it of the Tenders which takes into account factors

such as the complexity of the subject matter of the proposed Call-Off Agreement and the time needed to submit Tenders;

- 3.1.4 Allow Framework Suppliers the opportunity to:
- a) ask questions to allow them to put forward a more accurate bid; or
 - b) decline to tender for Further Competition Procedure;
- 3.1.5 Upon the Framework Suppliers providing cost proposals and technical solutions to fulfil the Statement of Requirements (the "**Solution**"), to evaluate the Solutions against the predefined evaluation criteria;
- 3.1.6 Select the successful Framework Supplier in accordance with Paragraph 6.3 below.
- 3.1.7 Allow 10 days standstill (optional);
- 3.1.8 provide unsuccessful Framework Suppliers with feedback in relation to the reasons why their Tenders were unsuccessful;
- 3.1.9 amend or refine the Template Call-off Terms to reflect its Statement of Requirements, and add supplemental clauses, only to the extent permitted by and in accordance with this Framework Agreement and the Regulations;
- 3.1.10 keep each Tender confidential until the time limit set out in paragraph 3.1.3 above has expired.
- 3.1.11 The ITT produced pursuant to paragraph 3.1.3 above should communicate to Framework Suppliers the instructions and information that they need in order to bid for the Statement of Requirements. As a minimum the ITT should include:
- A timetable for the Further Competition Procedure;
 - Instructions to Framework Suppliers explaining how to submit their Tender;
 - Explanation of the evaluation process, criteria and scoring methodology; and,
 - Clear and detailed Statement of Requirements.

The Framework Suppliers' Obligations

- 3.2** The Framework Suppliers shall in writing, by the time and date specified in accordance with paragraph 3.1.3 provide the Contracting Body with either:
- 3.2.1 a statement to the effect that it does not wish to tender in relation to the Further Competition Procedure; or
 - 3.2.2 their Tender including details of the proposed Solution made in respect of the relevant Statement of Requirements in the format requested by the Contracting Body.
- 3.3** The Framework Suppliers shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall be based on the Framework Prices discounted, where appropriate, to take into account the volumetric in the Statement of Requirements.
- 3.4** The Framework Supplier agrees that all Tenders submitted:
- 3.4.1 in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall remain open for acceptance by the Contracting Body for ninety (90) Working Days (or such other period specified in the ITT issued in accordance with Paragraph 3.1.3); and
 - 3.4.2 are made, and will be made, in good faith and that the Framework Supplier has not fixed or adjusted, and will not fix or adjust, the price of the Tender by or in accordance with any agreement or arrangement with any other person. The Framework Supplier certifies that it has not and undertakes that it will not:
 - a) communicate to any person other than the person inviting these tenders the amount or approximate amount of the Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain quotations required for the preparation of the Tender; and
 - b) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a Tender or as to the amount of any Tenders to be submitted.
- 4. No Award**
- 4.1** Notwithstanding the fact that the Contracting Body has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Contracting Body shall be entitled at all times to decline to make an award for its Statement of Requirements. Nothing in this Framework Agreement shall oblige the Contracting Body to award any Call-off Agreement.
- 5. Form of Order**
- 5.1** A Contracting Body which has followed the procedure in Paragraph 2 or 3 above may award a Call-Off Agreement by serving an Order Form in writing in substantially the form set out in the Order Form template at Annex 2 of this Schedule 5.
- 5.2** On receipt of an Order Form as described in Paragraph 5.1 from the Contracting Body the Framework Supplier shall accept the offer of the Call-Off Agreement by promptly signing and returning (including by electronic means) a copy of the Order Form to the Contracting Body.
- 5.3** On receipt of the signed Order Form from the Framework Supplier, the Contracting Body shall send (including by electronic means) a written notice of receipt to the Framework Supplier within two (2) Working Days and a Call Off Agreement shall be formed.

6. AWARD CRITERIA

- 6.1.1 This Paragraph 6 is designed to assist the Contracting Body seeking to award a Call-Off Agreement on the basis of a direct award or a Further Competition Procedure.
- 6.1.2 All Call-Off Agreements awarded under this Framework Agreement shall be awarded on the basis of the most economically advantageous tender ("MEAT") from the point of view of the Contracting Body.
- 6.1.3 Paragraphs 6.2 and 6.3 below include details of the evaluation criteria and any weightings that will be applied to that criteria applicable to a direct award (Paragraph 6.2) and a Further Competition Procedure (Paragraph 6.3).

6.2 Direct Award Criteria

- 6.2.1 The following criteria and weightings shall be applied to the Framework Suppliers' compliant Tenders submitted through a direct award process under Paragraph 2.

Criteria Number	Criteria - ranked in order of importance	Percentage Weightings (or rank order of importance where applicable)
1.	Cost	100%
2.	Quality	Subject to capacity/capability

6.3 Further Competition Procedure Award Criteria

- 6.3.1 The 'quality/price' ratio used for awarding the Framework Agreement was:
 - Lot 1 – 30% Quality / 70% Price
 - Lot 2 – 60% Quality / 40% Price
 - Lot 3 – 70% Quality / 30% Price
- 6.3.2 The 'quality/price' ratio that shall be applied to the Framework Suppliers' compliant Tenders submitted through the Further Competition Procedure shall be either those used for the awarding of the Framework Agreement or other weighting chosen by the Contracting Body in-line with the following:

Criteria	Criteria - ranked in order of importance
Quality	0 – 90% at Buyers discretion
Price	10 – 100% at Buyers discretion

ANNEX 1: CUSTOMER ACCESS AGREEMENT SR250257051

To be completed by the customer

Before conducting any activity under this HMRC framework for Waste Disposal Services, please complete this form in BLOCK CAPITALS and return it (by email) to HMRC (Karen.Taylor@HMRC.Gov.UK)

AGREEMENT: I confirm that the organisation detailed below wishes to access the above mentioned framework agreement, and that in doing so will act in accordance with the guidance and instructions provided by HMRC, and in accordance with the Public Contracts Regulations 2015.

Signature:	
Date:	
Name of person signing this form:	
Position:	
Name of Authority - Home Office or Trading Standards.:	
Address:	
Telephone:	
E-mail:	
Which framework lot / service do you intend to use?	
Which supplier do you intend to use (if known)?	

To return this form, please email it to Karen.Taylor@HMRC.Gov.UK

Alternatively, please post it to:

HMRC FAO Karen Taylor, Commercial Directorate 5W, Ralli Quays, 3 Stanley Street, Salford, Manchester M60 9LA

HMRC ACKNOWLEDGEMENT (TO BE COMPLETED BY HMRC)

Name:		Position:	
Signature:		Date:	

ANNEX 2: ORDER FORM

CALL-OFF AGREEMENT ORDER

1. Client Information	
Purchase Order to be issued under separate cover	
Client Name	
Assignment Reference:	
Purchase / Limit Order No:	
Client Commercial Contact	
Name:	
Contact Tel No:	
Email:	
Client Work Manager	
Name:	
Contact Tel. No:	
Contact Address:	
Email:	
Authorising Officer: (Sponsor/Budget Approver/Invoicing & timesheets)	

2. Supplier Information	
Vendor (Supplier):	
Contact:	
Contact Tel No:	
Contact Address:	
Email:	
Key Personnel:	

3. Contractual Detail	
Framework Ref:	*****
Special Terms and Conditions: e.g. overtime, expenses, travel & subsistence, notice period.	

4. Project Information	
Project Title:	
Primary Location: (including full address)	
Start Date:	
End Date:	

5. Commercial Detail			
Grand Total (£) exclusive of VAT:			

Monthly Invoices (unless states otherwise) relating to this Service Order should be sent to the Work Manager (provided at 1. above) and [***] by email in pdf format, unless otherwise indicated. If you are unable to email the invoice(s) then a hard copy by post will be acceptable. Should hard copy invoices be required these will be sent to:

[ADDRESS]

The invoice should quote the Purchase Order Number (and CD Reference).

Invoices received without a Purchase Order number may be rejected.
Please note that Limit Orders should not span financial years and where necessary requisitioners should take the appropriate steps to ensure that separate Limit Orders are created.

6.Specification of Requirements / Role Description / Deliverables

The section below should be used to provide clear details relating to the requirements for delivery of the campaign/assignment. It should include, where appropriate, milestones / key deliverables with dates, and proposals for skills transfer.

Expenses

The aim of HMRC is to make our travel practices more sustainable by:

- reducing our business travel footprint;
- choosing alternatives to travel (such as telephone or video conference);
- adopting more sustainable ways of travelling when it is necessary to do so (public transport over private vehicles).

To help HMRC meet its target of reducing carbon emissions from business travel by at least 10% please consider:

- Avoiding travel by using telephone and video conferencing as the default medium.
- Only using private cars as the last option after public transport and hire cars.

1. Travel to and from the Primary Location will be met from the day rate.
2. Expenses are payable where travel to other locations is required as part of the assignment forming part of this agreement. Where an overnight stay is required HMRC will pay for actual bed and breakfast costs within the current maximum limits detailed below. Any other subsistence or incidental expenses are not payable. Receipts must be provided.

Short-term Night Subsistence Allowances Bed & Breakfast Capped Rates	
Location	Maximum Nightly Rate
London / within M25	
Bristol	
Oxford	
Elsewhere	
Travel	
Mileage Allowance	
Rail Travel	Standard Class
Air Travel	Economy Class

3. Hotel Reservation and Tickets shall be booked via HMRC's travel and hotel booking service. Further information will be provided by the HMRC Work Manager. Bookings should always be approved by the HMRC Work Manager.
4. All other expenses will be payable at the discretion of HMRC. The Supplier shall not incur any such expenses without the prior approval of the HMRC Work Manager. Any expense incurred by the Supplier without prior approval shall not be reimbursed.

By signing and returning this Order Form the Supplier offers to enter a legally binding contract with the Contracting Body to provide the Waste Disposal Services specified in this Order Form incorporating the Template Call-off Terms (as amended) set out in the Framework Agreement entered into by the Supplier and the Contracting Body on [date]. The legally binding contract shall only come into effect in accordance with Paragraph 5 of Framework Schedule 5 (Call Off Procedure).

For and on behalf of:		For and on behalf of:	
Signature:		Signature:	

For and on behalf of:		For and on behalf of:	
Name:		Name:	
Capacity:		Capacity:	
Date:		Date:	

FRAMEWORK SCHEDULE 6: VARIATION FORM

Variation Form No: 1.0

BETWEEN:

[Her Majesty's Revenue and Customs] ("**the Authority**")

and

Biffa Waste Service Ltd ("**the Contractor**")

1. This Framework Agreement is varied as follows and shall take effect on the date signed by both Parties:
2. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.
3. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Authority

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Contractor

Signature

Date

Name (in Capitals)

Address

FRAMEWORK SCHEDULE 7: FRAMEWORK TENDER

- 1.1 This Framework Schedule 7 sets out a copy of the Supplier's Tender including the Supplier's responses to the quality questions.
- 1.2 In addition to any other obligations on the Supplier under this Framework Agreement and any Call Off Agreement, the Supplier shall provide the Waste Disposal Services to Contracting Bodies in accordance with the Tender.

FRAMEWORK SCHEDULE 8

FINANCIAL DISTRESS

Financial Distress

DEFINITIONS

In this Schedule, the following definitions shall apply:

- “Credit Rating Level”** a credit rating level as specified in Annex 2;
- “Credit Rating Threshold”** the minimum Credit Rating Level for the Monitored Company as set out in Annex 3;
- “Financial Distress Event”** the occurrence of one or more of the following events:
- (a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
 - (b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
 - (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;
 - (d) the Monitored Company committing a material breach of covenant to its lenders;
 - (e) a Sub-Contractor (where applicable) notifying the Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
 - (f) any of the following:
 - (i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
 - (ii) non-payment by the Monitored Company of any financial indebtedness;
 - (iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
 - (iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company,

in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Framework Agreement;

“Financial Distress Service Continuity Plan” a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Framework Agreement in the event that a Financial Distress Event occurs;

“Monitored Company” any Parent Company or any Sub-Contractor

“Rating Agencies” the rating agencies listed in Annex 1.

1 CREDIT RATING

1.1 The Supplier warrants and represents to the Authority that as at the Effective Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 3.

1.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

1.3 If there is any downgrade credit rating issued by any Rating Agency for any Monitored Company, the Supplier shall ensure that the Monitored Company’s auditors (as the case may be) thereafter provide the Authority within ten (10) Working Days of the end of each Contract Year and within ten (10) Working Days of a written request by the Authority (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as the case may be as at the end of each Contract Year or such other date as may be requested by the Authority. For these purposes the “quick ratio” on any date means:

$$\frac{A + B + C}{D}$$

where:

A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company (as the case may be);

B is the value of all marketable securities held by the Monitored Company (as the case may be) determined using closing prices on the Working Day preceding the relevant date;

C is the value at the relevant date of all account receivables of the Monitored Company (as the case may be); and

D the value at the relevant date of the current liabilities of the Monitored Company (as the case may be).

2 DUTY TO NOTIFY

2.1 The Supplier shall:

- (a) regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- (b) promptly notify (or shall procure that its auditors promptly notify) the Authority in writing:
 - (i) following the occurrence of a Financial Distress Event; and
 - (ii) of any fact, circumstance or matter which could cause a Financial Distress Event,

and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

- 2.2 For the purposes of determining whether a Financial Distress Event has occurred, the credit rating of the Monitored Company (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company (as the case may be) at or below the applicable Credit Rating Level.

3 CONSEQUENCES OF A FINANCIAL DISTRESS EVENT

- 3.1 Immediately upon notification of the Financial Distress Event (or if the Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in Paragraphs 3.3 to 3.6.

- 3.2 In the event that a Financial Distress Event arises due to a Sub-Contractor notifying the Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then the Authority shall not exercise any of its rights or remedies under Paragraph 3.3 without first giving the Supplier ten (10) Working Days to:

- (a) rectify such late or non-payment; or
- (b) demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

- 3.3 The Supplier shall (and shall procure that the other Monitored Companies shall):
- (a) at the request of the Authority, meet the Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Framework Agreement; and
 - (b) where the Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 3.3(a)) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Framework Agreement:
 - (i) submit to the Authority for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing); and
 - (ii) provide such financial information relating to the Monitored Company as the Authority may reasonably require.
- 3.4 If the Authority does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Authority within five (5) Working Days of the rejection of the first or subsequent (as the case may be) draft. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the Authority or referred to the Dispute Resolution Procedure.
- 3.5 If the Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 3.6 Following approval of the Financial Distress Service Continuity Plan by the Authority, the Supplier shall:
- (a) on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Framework Agreement;
 - (b) where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 3.6(a), submit an updated Financial Distress Service Continuity Plan to the Authority for its approval, and the provisions of Paragraphs 3.4 and 3.5 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
 - (c) comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

- 3.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and, subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 3.6.

4 TERMINATION RIGHTS

- 4.1 The Authority shall be entitled to terminate this Framework Agreement under Clause 30.3 (Authority Termination Rights) if:
- (a) the Supplier fails to notify the Authority of a Financial Distress Event in accordance with Paragraph 2.1;
 - (b) the Parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 3.3 to 3.5; and/or
 - (c) the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 3.6(c).

5 PRIMACY OF CREDIT RATINGS

- 5.1 Without prejudice to the Supplier's obligations and the Authority's rights and remedies under Paragraph 1 (*Credit Rating and Duty to Notify*), if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
- (a) the Supplier shall be relieved automatically of its obligations under Paragraphs 3.3 to 3.6; and
 - (b) the Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 3.3(b)(ii).

ANNEX 1: RATING AGENCIES

Rating Agency - Dun & Bradstreet

ANNEX 2: CREDIT RATING LEVELS

Credit Rating Level - Stable

ANNEX 3: CREDIT RATINGS & CREDIT RATING THRESHOLDS

ANNEX 3: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Entity	Credit rating (long term)	Credit Rating Threshold
Contractor		Stable

FRAMEWORK SCHEDULE 9

COMMERCIALLY SENSITIVE INFORMATION

SCHEDULE 10

DATA PROCESSING AND LIST OF SUB-PROCESSORS

Data Processing and List of Sub-Processors

DEFINITIONS

The following Data Protection definitions shall apply to this Schedule 10, and where used, the Framework Agreement:

“Controller”	has the meaning given in the Relevant Data Protection Laws;
“Data Protection Officer”	has the meaning given in the Relevant Data Protection Laws;
“Data Subject”	has the meaning given in the Relevant Data Protection Laws;
“Data Subject Access Request”	a request made by a Data Subject in accordance with rights granted pursuant to the Relevant Data Protection Laws to access his or her Personal Data;
“Authority Personal Data”	means any Personal Data supplied for the purposes of or in connection with this Framework Agreement by the Authority to the Supplier;
“GDPR”	means the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data being enforced in the EU from 25 May 2018 (repealing Directive 95/46/EC), along with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related or equivalent domestic legislation, as updated from time to time;
“Off-shore Location”	any place outside of the United Kingdom;
“Personal Data”	has the meaning given in the Relevant Data Protection Laws;
“Processor”	has the meaning given in the Relevant Data Protection Laws;
“Relevant Data Protection Laws”	a)the Data Protection Act 2018; b)the GDPR, the Law Enforcement Directive (Directive EU 2016/680) and any applicable national implementing Laws as amended from time to time; c)any other applicable Laws relating to the processing of personal data and privacy; and

d)all applicable guidance, standard terms, codes of practice and codes of conduct issued by the Information Commissioner and other relevant regulatory, supervisory and legislative bodies in relation to such Laws;

“Sanitised Personal Data”

data derived from Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;

“Standard Clauses”

Contractual

means the standard contractual clauses for the transfer of personal data to processors established in third countries, as approved by the European Commission in Decision 2010/87/EU, or any set of clauses approved by the European Commission or a supervisory authority (as such term is defined by the GDPR) which subsequently amends, replaces or supersedes these.

1 PROTECTION OF PERSONAL DATA

1.1 With respect to the Parties' rights and obligations under this Framework Agreement, the Parties acknowledge that the Authority is the Controller and that the Supplier is the Processor, and that the processing may not be determined by the Supplier.

1.2 The Supplier shall:

- (a) not Process or transfer the Personal Data and/or Sanitised Personal Data other than in accordance with the Authority's written instructions, as set out in Annex 1, unless required by EU or member state law or UK Law to which the Supplier is subject, in which case the Supplier shall promptly inform the Authority of that legal requirement before Processing or transferring that Personal Data and/or Sanitised Personal Data, unless prohibited by law;
- (b) acknowledge that the provision of the Services is restricted to the Processing of the types of Personal Data and categories of Data Subject set out in Part 1 of Annex 1, and shall, with the Authority's written consent, update the details in Annex 1 from time to time as necessary;
- (c) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data, Personal Data Breaches and/or accidental loss, destruction or damage to the Personal Data and Sanitised Personal Data, including the measures as are set out in Clause 24 (Provision and Protection of Information) and having regard to the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;

- (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (d) not disclose or transfer the Personal Data and/or Sanitised Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data and/or Sanitised Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Framework Agreement);
- (e) take all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and/or Sanitised Personal Data and ensure that the Supplier Personnel:
- (i) are aware of and comply with the Supplier’s duties under this Paragraph 1 and Clause 24 (Provision and Protection of Information);
 - (ii) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
 - (iii) are informed of the confidential nature of the Personal Data and Sanitised Personal Data and do not publish, disclose or divulge any of the Personal Data and/or Sanitised Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Framework Agreement;
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data (as defined in the Relevant Data Protection Laws); and
 - (v) retain evidence of the steps taken in respect of Paragraphs 1.2(e)(i) to 1.2(e)(iv) above for the Authority’s inspection;
- (f) notify the Authority immediately upon becoming aware of a reasonably suspected, “near-miss” or actual Personal Data Breach or circumstances that may give rise to a Personal Data Breach, providing the Authority with sufficient information and in a timescale which allows the Authority to meet its obligations to report a Personal Data Breach within 72 hours under Article 33 of the GDPR. Such notification shall as a minimum:
- (i) describe the nature of the Personal Data Breach, the categories and approximate numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
 - (ii) communicate the name and contact details of the Data Protection Officer or other relevant contact from whom more information may be obtained;
 - (iii) describe the likely consequences of the Personal Data Breach; and
 - (iv) describe the measures taken or proposed to be taken to address the Personal Data Breach.

- (g) co-operate with the Authority and take such reasonable commercial steps as are directed by it to mitigate or remedy the consequences of a reasonably suspected, “near-miss” or actual Personal Data Breach including but not limited to:
 - (i) documenting any such Personal Data Breaches and reporting them to any supervisory Authority;
 - (ii) taking measures to address any such Personal Data Breaches, including where appropriate, measures to mitigate their possible adverse effects; and
 - (iii) conducting Data Protection Impact Assessments of any Processing operations and consulting any supervisory authorities, Data Subjects and their representatives accordingly;
- (h) notify the Authority immediately if it receives:
 - (i) from a Data Subject (or third party on their behalf):
 - (A) a Data Subject Access Request (or purported Data Subject Access Request);
 - (B) a request to rectify, any inaccurate Personal Data;
 - (C) a request to have any Personal Data erased;
 - (D) a request to restrict the Processing of any Personal Data;
 - (E) a request to obtain a portable copy of part of the Personal Data, or to transfer such a copy to any third party;
 - (F) an objection to any Processing of Personal Data;
 - (G) any other request, complaint or communication relating to the Authority’s obligations under the Relevant Data Protection Laws;
 - (ii) any communication from the Information Commissioner’s Office or any other regulatory Authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (i) not, without the Authority’s prior written consent, and subject also to Clause 25 (Publicity and Branding), make or permit any announcement in respect of a Personal Data Breach or respond to any request, communication or complaint of the kind listed at Paragraph 1.2(h)(i)-(iii);

- (j) taking into account the nature of the processing, provide the Authority with full assistance in relation to either Party's obligations under the Relevant Data Protection Laws and any complaint, communication or request as listed at Paragraph 1.2(h) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
 - (i) the Authority with full details and copies of the complaint, communication or request;
 - (ii) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Relevant Data Protection Laws;
 - (iii) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (iv) assistance as requested by the Authority following any Personal Data Breach;
 - (v) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office;
 - (k) without prejudice to Paragraph 1.2(a), not without the prior written consent of the Authority:
 - (i) convert any Personal Data for "big data" analysis or purposes;
or
 - (ii) match or compare any Personal Data with or against any other Personal Data (whether the Supplier's or any third party's);
and in each case the Supplier shall only take the steps set out in (i) to (ii) above strictly to the degree required to fulfil its obligations under this Framework Agreement.
- 1.3 The Supplier's obligation to notify under Paragraph 1.2(f) and 1.2(h) shall include the provision of further information to the Authority in phases, as details become available.
- 1.4 Insofar as the Supplier processes Sanitised Personal Data, the Supplier shall not reverse engineer or unencrypt such Sanitised Personal Data or use any data matching techniques to reconstitute the Personal Data from which the Sanitised Personal Data is derived.
- 1.5 The Supplier must obtain the prior written consent of the Authority before appointing any Sub-contractor or other third party to Process any Personal Data and/or Sanitised Personal Data ("Sub-processor") and the Supplier shall remain fully liable to the Authority and any Other Contracting Body for any failure by a Sub-processor to fulfil its obligations in relation to the Processing of any Personal Data and/or Sanitised Personal Data. Such consent shall be conditional upon:
- (a) the use of any Sub-processor being otherwise in accordance with Clause 22 (Supply Chain Rights and Protection) and Paragraph 1.7; and

- (b) the Supplier entering into a continuing obligation to provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 1.6 In accordance with Paragraph 1.5, the Authority consents to the use by the Supplier as at the Effective Date of the Sub-processors listed in Part B of Annex 1 which shall be updated as required with the written consent of the Authority.
- 1.7 The Supplier shall procure that all Sub-processors:
 - (a) prior to commencing the Processing of any Personal Data and/or Sanitised Personal Data enter into a written contract in relation to the Processing with either the Authority or the Supplier which shall include substantially the same data protection obligations on the Sub-processor as are imposed on the Supplier by this Framework Agreement and which shall set out the Sub-processor's agreed Processing activities in the same or substantially similar form as provided at Part A of Annex 1; or
 - (b) insofar as the contract referred to at paragraph (a) above involves the transfer of Personal Data and/or Sanitised Personal Data to any Off-shore Location in accordance with Paragraph 1.8 or Paragraph 1.8A, it shall incorporate the Standard Contractual Clauses or such other mechanism as directed by the Authority to ensure the adequate protection of the transferred Personal Data and/or Sanitised Personal Data;
 - (c) act in accordance with this Paragraph 1.
- 1.8 The Supplier shall not Process or otherwise transfer any Personal Data and/or Sanitised Personal Data in or to any Off-shore Location. If, after the Effective Date, the Supplier or any Sub-contractor wishes to Process and/or transfer any Personal Data and/or Sanitised Personal Data in or to any Off-shore Location, the following provisions shall apply:
 - (a) the Supplier shall make a request for a Variation by submitting a Variation Form to the Authority which, if the Authority agrees, at its sole discretion, to such a Variation, shall be dealt with in accordance with the Variation Procedure and Paragraphs 1.8(b) to 1.8(d);
 - (b) the Supplier shall set out in its Variation Form and/or Impact Assessment details of the following:
 - (i) the Personal Data and/or Sanitised Personal Data which will be transferred to and/or Processed in any Off-shore Location;
 - (ii) the Off-shore Location in which the Personal Data and/or Sanitised Personal Data will be transferred to and/or Processed;
 - (iii) any Sub-processor who will be Processing and/or receiving Personal Data and/or Sanitised Personal Data in an Off-shore Location; and

- (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Off-Shore Location(s) so as to ensure the Authority's compliance with the Relevant Data Protection Laws;
- (c) in providing and evaluating the Variation Form and Impact Assessment, the Parties shall ensure that they have regard to and comply with then-current Authority, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data and/or Sanitised Personal Data to any Off-shore Location; and
- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Authority may notify in writing, including:
 - (i) incorporating Relevant Data Protection Laws Standard Contractual Clauses into this Framework Agreement or a separate data processing agreement between the Parties; and
 - (ii) complying with the provisions of Paragraphs 1.5 to 1.7 in relation to any Sub-contractor or other third party who will be Processing and/or receiving or accessing the Personal Data [and/or Sanitised Personal Data] in any Off-shore Location and shall either enter into:
 - (A) a direct data processing agreement with the Authority on such terms as may be required by the Authority; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Authority and the Sub-contractor relating to the relevant Personal Data and/or Sanitised Personal Data transfer,

and in each case which the Supplier acknowledges may include the incorporation of Relevant Data Protection Laws Standard Contractual Clauses and technical and organisation measures which the Authority deems necessary for the purpose of protecting Personal Data and/or Sanitised Personal Data.

- 1.9 The Supplier shall ensure that the Authority complies with any obligations under the Relevant Data Protection Laws and shall not perform its obligations under this Framework Agreement in such a way as to cause the Authority to breach any of the Authority's obligations under the Relevant Data Protection Laws to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations. In connection with this obligation, the Supplier shall:
- (a) immediately inform the Authority if, in its opinion, any instruction infringes, or might reasonably be considered to infringe, the Relevant Data Protection Laws;
 - (b) provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing, such assistance including, at the discretion of the Authority:

- (i) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (iii) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data;
- (c) implement, review and maintain organisational and technical security measures to ensure the security of Personal Data in accordance with Article 32 of the GDPR, including by:
- (i) pseudonymising or encrypting Personal Data and/or Sanitised Personal Data with the written consent of the Authority;
 - (ii) ensuring the on-going confidentiality, integrity, availability and resilience of Processing systems and services;
 - (iii) ensuring a means to restore the availability of and access to Personal Data and/or Sanitised Personal Data in a timely manner following any physical or technical incident; and
 - (iv) having in place a process for regularly testing, assessing and evaluating the effectiveness of the organisational and technical security measures; and
- (d) at the written direction of the Authority, promptly and securely delete or return to the Authority or transfer to any Replacement Supplier Personal Data (and any copies of it) in such format as is requested by the Authority, unless the Supplier is required by Law to retain the Personal Data.

1.10 The Supplier shall not cause the Authority to breach any obligation under the Relevant Data Protection Laws and shall itself comply fully with its obligations under the Relevant Data Protection Laws including by:

- (a) adhering to any relevant codes of conduct published pursuant to Article 40 of the GDPR;
- (b) designating a Data Protection Officer if required by the Relevant Data Protection Laws;
- (c) maintaining complete and accurate records of its Processing of Personal Data containing the information set out in Article 30(2) of the GDPR, this requirement applying only where the Supplier employs 250 or more staff, unless:
 - (i) the Processing is not occasional;

- (ii) the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (iii) the Processing is likely to result in a risk to the rights and freedoms of Data Subjects; and
- (d) reporting any suspected non-compliance or actual non-compliance with this Paragraph 1 to the Authority immediately upon becoming aware of such non-compliance.

1.11 The Supplier shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor, and make available to the Authority or the Authority's designated auditor all information necessary to demonstrate compliance with this Paragraph.

Data Protection Indemnity

1.12 The Supplier will indemnify the Authority and each Other Contracting Body against:

- (a) all losses (including all direct, indirect and consequential losses) and liabilities, which shall include without limitation all amounts paid to a regulator by way of a fine, penalty, charge or payment (including a voluntary payment) and all payments made to Data Subjects including without limitation those made on a voluntary basis;
- (b) all costs (on a full indemnity basis) including legal and other professional costs and costs of enforcement and expenses; and
- (c) all damages and expenses

that the Authority or Other Contracting Body (as applicable) does or will incur or suffer (including without limitation in relation to all claims or proceedings made, brought or threatened against the Authority or Other Contracting Body (as applicable) and/or in defending or settling any actual or threatened claims or proceeding), in each case arising out of or in connection with any breach by the Supplier or any Sub processor of any of its obligations under this Paragraph 1 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations) or any act or omission by the Supplier or a Sub processor that causes the Authority or any Other Contracting Body to breach any obligation under the Relevant Data Protection Laws.

1.13 For the avoidance of doubt, nothing in this Framework Agreement relieves the Supplier of its own direct responsibilities and liabilities under the GDPR.

ANNEX 1 - DATA PROCESSING AND LIST OF SUB-PROCESSORS

Introduction

Part A of this Annex lists the types of Personal Data and categories of Data Subject which the Supplier will Process in its provision of the Services together with a description of the nature, purposes and duration of the Processing, the subject matter of the Processing, and the retention policy in respect of that data, and has been collated in accordance with Paragraph 1.2(a) and (b).

Part B of this Annex lists the Sub-Processors agreed by the Parties in accordance with Paragraph 1.5.

Part A: Data Processing

1. The Supplier shall comply with any further written instructions from the Authority with respect to Processing.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	Names/contact details of HMRC staff, names/details of contractor providing haulage & driver name potentially, reference to originating company/delivery address may be on boxes of goods sent for disposal - may be things that identify producers/manufacturers.
Duration of the processing	Duration of call of terms from the Framework agreement.
Nature and purposes of the processing	This contract is required due to the increased volumes of seized goods with the commencement of Inland Pre-Clearance operations and increased inland operational activity, such as on Fulfilment Houses.
Type of personal data	Names & contact details of HMRC operational staff. Names, addresses, detail of goods belonging to importers

Categories of data subjects	Staff (including volunteers, agents, and temporary workers), customers/ clients
Plan for return and destruction of the data once the processing is complete UNLESS requirement under UK Law or EU or member state law to preserve that type of data	Data will be returned or destroyed at end of call off term.

Part B: Sub-processors as at the Effective Date

List of Sub-processors to be populated prior to contract commencement.

FRAMEWORK SCHEDULE 11

DISPUTE RESOLUTION PROCEDURE

Dispute Resolution Procedure

1 DEFINITIONS

In this Schedule 11, the following definitions shall apply:

“Dispute Representative”	a person identified as escalation level 1, 2 or 3 in The table of Dispute Escalation Levels in Annex A of this Schedule 11. “Level 1 Dispute Representative” shall be interpreted as any such person identified as escalation level 1 and “Level 2 Dispute Representative” and “Level 3 Dispute Representative” shall be interpreted accordingly.
“Counter Notice”	has the meaning given in Paragraph 6.2;
“Expert”	in relation to a Dispute, a person appointed in accordance with Paragraph 5.2 to act as an expert in relation to that Dispute;
“Expert Determination”	determination by an Expert in accordance with Paragraph 5;
“Related Third Party Dispute”	a Dispute which involves the Parties and one or more Related Third Parties;
“Related Third Party Dispute Representatives”	has the meaning given in Paragraph 8.6;
“Related Third Party Dispute Resolution Board”	has the meaning given in Paragraph 8.6;
“Related Third Party”	a party to: (a) another contract with the Authority or the Supplier which is relevant to this Framework Agreement (provided that it is not an Ecosystem Agreement); or (b) a Sub-contract; and
“Contractor Request”	a notice served by the Supplier requesting that the Dispute be treated as a Related Third Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

2 DISPUTE NOTICES

2.1 If a Dispute arises then:

- (a) the Level 1 Dispute Representatives shall attempt in good faith to resolve the Dispute; and

- (b) if such attempts are not successful within a reasonable period, not being longer than twenty (20) Working Days, either Party may issue to the other a Dispute Notice.

2.2 A Dispute Notice shall set out:

- (i) the material particulars of the Dispute;
 - (ii) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
 - (iii) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and
- (b) may specify in accordance with the requirements of Paragraphs 8.2 and 8.3 that the Party issuing the Dispute Notice has determined (in the case of the Authority) or considers (in the case of the Supplier) that the Dispute is a Related Third Party Dispute, in which case Paragraph 2.3 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Related Third Party Dispute pursuant to Paragraph 2.2(b), then:

- (a) if it is served by the Authority it shall be treated as a Related Third Party Dispute Initiation Notice; and
 - (b) if it is served by the Supplier it shall be treated as a Supplier Request,
- and in each case the provisions of Paragraph 8 shall apply.

2.4 Subject to Paragraphs 2.5 and 3.2 and so long as the Authority has not served a Related Third Party Dispute Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

- (a) first by commercial negotiation (as prescribed in Paragraph 4); and
- (b) lastly by recourse to arbitration (as prescribed in Paragraph 6) or litigation (in accordance with Clause 46.2 (Governing Law and Jurisdiction)).

2.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 5) where specified under the provisions of this Framework Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 5.1.

2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Framework Agreement regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Related Third Party Dispute Initiation Notice or proceedings under Paragraph 7 (*Urgent Relief*).

3 EXPEDITED DISPUTE TIMETABLE

3.1 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the

Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Framework Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
- (a) in Paragraph 4.1, ten (10) Working Days;
 - (b) in Paragraph 5.2, five (5) Working Days; and
 - (c) in Paragraph 6.2, ten (10) Working Days.
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

4 COMMERCIAL NEGOTIATION

- 4.1 Following the service of a Dispute Notice, then, so long as the Authority has not served a Related Third Party Dispute Initiation Notice in respect of the relevant Dispute, the Parties shall refer the Dispute to the Level 2 Dispute Representatives for consideration and resolution. If the Parties are unable to resolve the Dispute within fifteen (15) Working Days of escalation to the Level 2 Dispute Representatives, then the Authority may, at its sole discretion, escalate any Dispute to the Level 3 Dispute Representatives for resolution. If the Parties are unable to resolve the Dispute within five (5) Working Days of escalation to the Level 3 Dispute Representatives then the provision of paragraph 4.2 shall apply.
- 4.2 If the Parties have not settled the Dispute in accordance with Paragraph 4.1 within thirty (30) Working Days of service of the Dispute Notice, and where the Dispute is of a kind referred to in Paragraph 5.1, either Party may serve a written notice to proceed to Expert Determination in accordance with Paragraph 5.1. For Disputes which are not of a kind referred to in Paragraph 5.1, the Parties have a right to refer the Dispute to arbitration in accordance with Paragraph 6.

5 EXPERT DETERMINATION

- 5.1 If a Dispute relates to a matter of an IT technical, financial technical or other technical nature and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph 4 then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.
- 5.2 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days of the relevant request made pursuant to Paragraph 5.1, or if the person appointed is unable or unwilling to

act, the expert shall be appointed:

- (a) if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);
- (b) if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or
- (c) if the Dispute relates to a matter of a technical nature not falling within Paragraphs 5.2(a) or 5.2(b), on the instructions of the president (or equivalent) of:
 - (i) an appropriate body agreed between the Parties; or
 - (ii) if the Parties do not reach agreement on the relevant body within fifteen (15) Working Days of the relevant request made pursuant to Paragraph 5.1, such body as may be specified by the President of the Law Society on application by either Party.

5.3 The Expert shall act on the following basis:

- (a) he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
- (b) the Expert's determination shall (in the absence of fraud or manifest error) be final and binding on the Parties, unless within twenty (20) Working Days of that decision a Party serves notice on the other Party referring the Dispute to either arbitration or court proceedings pursuant to Paragraph 7;
- (c) the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
- (d) any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
- (e) the process shall be conducted in private and shall be confidential; and
- (f) the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6 ARBITRATION

6.1 Subject to compliance with its obligations under Paragraph 4.1 and to the provisions of Paragraph 5, the Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 6.5.

- 6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a “Counter Notice”) on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 6.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 6.3 If the Authority serves a Counter Notice, then:
- (a) if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 6.5 shall apply; or
 - (b) if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.
- 6.4 If the Authority does not serve a Counter Notice within the fifteen (15) Working Day period referred to in Paragraph 6.2, the Supplier may either commence arbitration proceedings in accordance with Paragraph 6.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.
- 6.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 6.1 to 6.4:
- (a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“LCIA”) (subject to Paragraphs 6.5(e), (f) and (g));
 - (b) the arbitration shall be administered by the LCIA;
 - (c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Framework Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - (d) if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - (e) the Authority shall decide in its discretion whether the Dispute shall be determined by a single arbitrator or a panel of three arbitrators. The single arbitrator or chair of the arbitral tribunal shall be a senior English-qualified lawyer who shall be a QC of at least ten years standing or a retired judge;
 - (f) the arbitration proceedings shall take place in London and in the English language; and

(g) the seat of the arbitration shall be London.

7 URGENT RELIEF

Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

- (a) for interim or interlocutory remedies in relation to this Framework Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or
- (b) where compliance with Paragraph 2.1 may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

8 MULTI-PARTY DISPUTES

- 8.1 All Related Third Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 8 (the "**Related Third Party Dispute Resolution Procedure**").
- 8.2 If at any time following the issue of a Dispute Notice, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Authority shall be entitled to determine that the Dispute is a Related Third Party Dispute and to serve a notice on the Supplier which sets out the Authority's determination that the Dispute is a Related Third Party Dispute and specifies the Related Third Parties which are to be involved in the Related Third Party Dispute Resolution Procedure, such notice a "**Related Third Party Dispute Initiation Notice**".
- 8.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 6, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Authority.
- 8.4 The Authority shall (acting reasonably) consider each Supplier Request and shall determine within five (5) Working Days whether the Dispute is:
 - (a) a Related Third Party Dispute, in which case the Authority shall serve a Related Third Party Dispute Initiation Notice on the Supplier; or
 - (b) not a Related Third Party Dispute, in which case the Authority shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 3 to 7.
- 8.5 If the Authority has determined, following a Supplier Request, that a Dispute is not a Related Third Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.
- 8.6 Following service of a Related Third Party Dispute Initiation Notice a Related Third Party Dispute shall be dealt with by a board (in relation to such Related Third Party Dispute, the "**Related Third Party Dispute Resolution Board**") comprising representatives from the following parties to the Related Third Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the

other parties to settle the Related Third Party Dispute:

- (a) the Authority;
- (b) the Supplier;
- (c) each Related Third Party involved in the Related Third Party Dispute; and
- (d) any other representatives of any of the Parties and/or any Related Third Parties whom the Authority considers necessary,

(together “**Related Third Party Dispute Representatives**”).

8.7 The Parties agree that the Related Third Party Dispute Resolution Board shall seek to resolve the relevant Related Third Party Dispute in accordance with the following principles and procedures:

- (a) the Parties shall procure that their Related Third Party Dispute Representatives attend, and shall use their best endeavours to procure that the Related Third Party Dispute Representatives of each Related Third Party attend, all meetings of the Related Third Party Dispute Resolution Board in respect of the Related Third Party Dispute;
- (b) the Related Third Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Related Third Party Dispute Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Related Third Party Dispute Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00 am and 5.00 pm on a Working Day; and
- (c) in seeking to resolve or settle any Related Third Party Dispute, the members of the Related Third Party Dispute Resolution Board shall have regard to the principle that a Related Third Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Related Third Party Dispute.

8.8 If a Related Third Party Dispute is not resolved between the Parties and all Related Third Parties within twenty five (25) Working Days of the issue of the Related Third Party Dispute Initiation Notice (or such longer period as the Parties may agree in writing), then:

- (a) either Party may request that the Related Third Party Dispute is referred to an expert in which case Paragraph 5 shall apply; and/or
- (b) subject to Paragraph 8.9, Paragraph 6 shall apply to the Related Third Party Dispute,

and in each case references to the “Contractor” or the “Parties” in such provisions shall include a reference to all Related Third Parties.

8.9 If a Related Third Party Dispute is referred to arbitration in accordance with

Paragraph 6 or a Dispute becomes a Related Third Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Authority or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-Contractor, by the Supplier.

ANNEX A

THE TABLE OF DISPUTE ESCALATION LEVELS

1. The Parties shall assign personnel with the appropriate skills and experience to perform the dispute resolution roles listed in the table below:

Role	Contact Name, Title & Contact Details		Escalation Level
	Authority	Contractor	
Level 3 Dispute Representative	Rob Woodstock	Harry Kemp Harry.Kemp@Biffa.co.uk	3
Level 2 Dispute Representative	Sandra Maughan	Russ Robinson Russ.Robinson@biffa.co.uk	2
Level 1 Dispute Representative	Karen Taylor Karen.Taylor@hmrc.gov.uk	Ray Tulip Ray.Tulip@Biffa.co.uk	1

2. The Parties may, by written notice to the other Party, revoke or amend the Authority of any of its representatives in the roles listed above or appoint a new representative into the role.