

**CONTRACT TENDER DOCUMENT**

**OPERATION AND MANAGEMENT OF HOUSEHOLD WASTE RECYCLING CENTRES**

**Section 1 Introduction & Timetable**

For the purpose of this tender document :-

“The Company” is Sheffield Environmental Services (Sheffield) Ltd.

“The Authority” is Sheffield City Council.

The “Successful Tenderer” is the company who provide the most economically advantageous tender by way of a solution to the requirements set out in this document.



The Successful Tenderer will be invited to enter into an agreement with The Company.




This contract will commence no later than 1<sup>st</sup> January 2012 for a period of five years.

The Successful Tenderer will also be required to enter into a Collateral Warranty and Direct Agreement with The Authority.

The Company provide a fully Integrated Waste Management Service to the Council through a 35 year sub-contracted arrangement which was awarded in 2001. Day to Day Management and operation of the Contract includes providing Household waste collection services, disposal services, operation of Sheffield’s Energy Recovery Facility, operation of the City’s District Energy, Commercial Waste Services and Management of the Household Waste Recovery Centres.

These are as follows:-

<p><a href="#"><u>Beighton Road HWRC</u></a></p> <p>Beighton Road, Woodhouse, S13 7PS</p>	
<p><a href="#"><u>Blackstock Road HWRC</u></a></p> <p>Blackstock Road, Gleadless, S14 1FY</p>	

<p><a href="#"><u>Deepcar HWRC</u></a></p> <hr/> <p>Manchester Road, Deepcar, S36 2BT</p> <hr/>		
<p><a href="#"><u>Greaves Lane HWRC</u></a></p> <hr/> <p>Greaves Lane, High Green, S35 4GR</p> <hr/>		
<p><a href="#"><u>Longley Avenue West HWRC</u></a></p> <p>Longley Avenue West, Shirecliffe, S5 8WA</p>		

Household waste can be taken to any of the city's 5 Household Waste Recycling Centres (HWRCs). These centres have been refurbished so that as much waste as possible taken to the sites can be reused or recycled.

More information about the sites can be found on the following website

<http://www.veoliaenvironmentalservices.co.uk/Sheffield/Waste-and-Recycling/Household-Waste-Recycling-Centres/>

**Timetable**

<b><u>Action</u></b>	<b><u>Due Date</u></b>
Release Tender Document	<b><u>22/07/2011</u></b>
Tender Familiarisation and site visits	<b><u>W/C 1<sup>st</sup> August 2011</u></b>
Tender Return Date	<b><u>17:00 19<sup>th</sup> August 2011</u></b>
Tender Evaluation and Interviews	<b><u>W/C 22<sup>nd</sup> August 2011</u></b>
Contract Commencement Date	<b><u>No later than 1<sup>st</sup> Jan 2012</u></b>

**CONTRACT TENDER DOCUMENT****OPERATION AND MANAGEMENT OF HOUSEHOLD WASTE RECYCLING CENTRES****SECTION 2****2.1 Instructions and Invitation**

- 2.1.1. These Instructions to Tenderers are intended to introduce the tender documents and explain the requirements for the submission of a formal tender for the Operation and Management of the Household Waste Recycling Centres.
- 2.1.2. A tender shall be submitted accompanied by the pricing schedule (Section 7) of this Document duly completed in typescript or in ink. Tenderers must observe the following:-
- 2.1.2.1. All blank spaces on the Form of Tender Schedules shall be filled in with the required information or where not applicable to the Tenderer's offer, a horizontal line shall be drawn.
  - 2.1.2.2. No alteration shall be made to the Form of Tender or Specification and Schedules; any correction of prices or other data must be re-written in ink both in figures and words and duly signed.
  - 2.1.2.3. All parts of the Invitation to Tender documents shall form part of the Contract.
  - 2.1.2.4. All prices submitted are to be exclusive of value added tax. Value added tax should apply at the rate current at the time of invoicing.
- 2.1.3. Companies who submit a tenderer may be required to attend a competitive interview giving details of their bid, pricing schedule and details of their operational solution to achieve the required levels of recycling and beyond. Companies submitting a tender will be notified of the date and time of these presentations after the tender closing period along with further details of areas that should be covered in their presentations. The content of the presentation and the submission of this tender will be used to evaluate the bid.
- 2.1.4. In the event that the existing Contractor does not wish to bid for the Contract or is unsuccessful in retaining the Contract, for the avoidance of doubt, the Transfer of Undertakings (Protection of Employees) Regulations 2006 ("TUPE Regulations") will operate so as to transfer those employees currently employed by the existing Contractor and assigned to the Contract to the incoming Contractor and the TUPE Regulations will operate so as to protect those transferring employees' existing terms and conditions of employment. Outline TUPE information required to complete this tender document is supplied at Appendix A
- 2.1.5. Full Information on those transferring employees will only be made available in the final stages of the tendering process.
- 2.1.6. All tenders are to be submitted on the attached pricing schedule as detailed in Section 7.

- 2.1.7. The Company will have the right to make deductions from the monthly charge subject to the Performance Deduction criteria as detailed in section 8 and Section 9.
- 2.1.8. The Tenderer shall complete the attached Collusive Tendering form following in respect of an anti-collusion warranty.
- 2.1.9. The Tenderer shall complete the attached Form of Tender (Clause 2.9) to include the contact details of the name of the Lead Tendering Manager and the name and address of the company bank.

## **2.2. Submission of Tender and Date**

- 2.2.1. The Tender documents duly completed must be returned by electronic mail to the following people:
- 2.2.1.1. [XXXXXXXX.XXXXXX@Veolia.co.uk](mailto:XXXXXXXX.XXXXXX@Veolia.co.uk)
- 2.2.1.2. [wastecontract@sheffield.gov.uk](mailto:wastecontract@sheffield.gov.uk)
- 2.2.2. The Tender must be delivered to the above Electronic Mail addresses no later than **17:00** hrs 19<sup>th</sup> August 2010. Late entries will not be considered.

## **2.3. Period for Acceptance**

- 2.3.1. Tenders must remain open for acceptance for a period of 90 days from the date of receipt of the Tender.

## **2.4. Acceptance of a Tender**

- 2.4.1. The Company does not bind itself to accept the lowest or any tender and reserves the right to accept and reject part(s) of the tender if the tender invitation requires a breakdown of prices. The Company will not be responsible for or pay any expenses incurred by the Tenderer in the preparation of his tender.

## **2.5. Enquiries and Site Visits**

- 2.5.1. Any Tenderer having doubts as to the meaning or interpretation of the specification, or wanting further information should contact in the first Instance Mr Andrew Graham at Lumley Street Service Centre on 0114 228 3612 or by email to [Andrew.Graham@veolia.co.uk](mailto:Andrew.Graham@veolia.co.uk). Please note that all questions should also be provided in written format and responses may be shared with other Tenderers to enable an open transparent process.
- 2.5.2. The Tenderer is invited to visit the sites to satisfy him/her self of the nature and type of work involved, the exact position of the site, local conditions, means of access to and conditions of the site. The supply of conditions affecting labour, the locations of existing structures, pipes, duct cables and other facilities and to generally obtain information on all matters affecting the execution of the work as no claim on the grounds of want of knowledge in this respect will subsequently be entertained.

- 2.5.3. The sites may be inspected by prior appointment, times and dates will be issued to Tenderers by contacting XXXXXXXX (HWRC Manager) at Lumley Street Service Centre on 0114 XXXX XXXX.

**2.6. Tender Response**

- 2.6.1. The Tenderer shall provide specific details of the method of operation of the sites and the recycling outlets to be used in the form of a detailed end to end method statement including full details of operational aspects of the Service and the arrangements for receipt, separation and recycling of waste brought to the sites
- 2.6.2. The Tenderer must have regard to Section 3 of this document which details the Specification.
- 2.6.3. The Tender and Tender price shall consider and demonstrate how the revenue and income from the sales of materials that the Tenderer will benefit from, (these are set out in section 3.1.10) contribute to a reduction in contract price. Historic data is provided attached at Appendix D.
- 2.6.4. The response should also include cost savings and efficiency proposals and commitments as to how and when these would be achieved.
- 2.6.5. For those materials detailed in Appendix D, the Tenderer shall provide evidence to confirm that the final disposal points for recycled material are licensed to accept the waste, comply with all relevant legislation and also details of the final destination of the collected material.
- 2.6.6. The Tenderer shall submit with his tender a current copy of the waste carrier licence for any of their proposed Haulier(s).
- 2.6.7. The Tenderer shall also provide details of any prosecutions or warnings they have received from any statutory body in relation to any other waste management facility they operate now or may have operated in the past.
- 2.6.8. Tenderers should explain the quality assurance processes they propose to deploy in support of each particular area of operation and how they propose to deliver it. This should include elements such as:
  - 2.6.8.1. Details of staff who will be undertaking this specific work and their qualifications.
  - 2.6.8.2. A description of the management and administrative resources to be used in the operation of the Service
  - 2.6.8.3. Customer Service arrangements for the project, staff care training, complaints management.
  - 2.6.8.4. Management of Subcontractors (with details of who they are and the work they are performing)
  - 2.6.8.5. If ISO or equivalent certified, a current certificate should be provided.
- 2.6.9. Where relevant Tenderers should outline their proposals for supporting:
  - 2.6.9.1. Reductions in carbon emissions

- 2.6.9.2. Sustainable land management
- 2.6.9.3. Air quality
- 2.6.9.4. Noise & Vibration
- 2.6.9.5. Sustainable Materials
- 2.6.9.6. Waste Resource Management

- 2.6.10. Tenderers shall evidence all steps taken to minimise the environmental impact of this contract.
- 2.6.11. Tenderers should outline their proposals for managing health and safety specific to compliance with relevant legislation and regulations in this field. A risk assessment and outline Health and Safety Plan should be included as part of the tender submission.
- 2.6.12. The Company is also inviting proposals on how one of the Household Waste Recovery Sites may be utilised to generate revenue from charging to accept commercial waste if it was closed to the general public. These activities should be documented as an outline business plan for development clearly documented as to how this would be achieved and how it would contribute to reducing the contract price to the Company or how revenues would be shared.
- 2.6.13. Any other innovative ways in which the sites could be utilised to generate revenue to mutual benefit will be considered as part of the tender, providing that they are set out in reasonable level of detail and supporting evidence of how this has and will be achieved is documented. This could include as an example, the re-sale of materials collected such as garden waste for compost sales.
- 2.6.14. The Tenderer shall supply details of their suitability to undertake this Contract and where possible provide all documentary evidence to enhance this claim.
- 2.6.15. The Tenderer shall submit with his tender evidence from his Insurers or Insurance Brokers to confirm the existence of insurance cover as required by the Contract clause 4.17 including renewal dates. These details should be entered in Clause 2.10
- 2.6.16. Tenderers should provide contact details for 3 references who can be approached to testify to the quality of examples of similar work carried out on previous occasions.
- 2.6.17. Tenderers should provide a current Equal Opportunities Policy document.
- 2.6.18. Tenderers should provide Health and Safety and Environmental Policy documents.
- 2.6.19. Tenderers should provide previous full year audited accounts for review.
- 2.6.20. Where applicable the Tenderer shall include a list of proposed Sub Contractors with the tender with appropriate references. Additional sub-contractors can only be used with prior approval of The Company and are subject to the same conditions of operation as the Tenderer.

**2.7. Tender Evaluation**

- 2.7.1. Tender Evaluations will be conducted in an open fair and transparent manner.

2.7.2. Tenders will be evaluated by a panel of specialists from both Sheffield City Council and the Company.

2.7.3. Tenders will be evaluated on the basis of Most Economically Advantageous Tender (a balance of quality and price)

2.7.4. A high level evaluation criteria is provided below;

Category	Weighting Criteria	
Financial	Pass/Fail	
Technical	6%	This will consider such things as previous experience, staff qualifications, capability, references,
Method of Delivery	15%	Detailed submission of how the services will be delivered and the outcomes of the Company and the council are met, identification of relevant legislation and adherence. This will also consider innovation and the proposals to commercialise a site
Quality	10%	How will contractor quality assure the services, provide customer care, liaise with other contractors, meet & report etc
Compliance	5%	Agreement to terms and conditions and adherence to the process
Health & Safety	7%	Provide a H & S policy and outline risk assessment for the work identifying issues and how they will be managed. Previous H & Safety breaches.
Social Responsibility	5%	Equality & Diversity statements / breaches. Environmental Management proposal for the sites what are the key risks etc. Equal opportunities of access to services by public

2.7.5. Thereafter, the deciding factor shall be affordability and price. Ideally the Tenderer that performs the best against the non-price criteria will also provide the most affordable and competitive priced tender. However, affordability and price may dictate that a tender that is compliant with the Company's non-price requirements, but not necessarily the outright best, is preferred.

**2.8. English Law**

2.8.1. If following submission of a tender, a contract is entered into; it will in all respects be constructed and operated as an English Contract and in conformity with English Law.

**2.9. Tenderer's Contact Details**

**Name of Tenderer:**

.....

**Position Held within the Company**

.....

**Address for Correspondence:**

.....

.....

.....

**Name of person to ask for:**

.....

**Telephone No:**

.....

**Extension:** .....

**Tenderer's Reference:** .....

**Name and Address of Tenderer's Bank:**

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**TENDERER'S SHOULD ENSURE THEY COMPLETE THE FOREGOING INFORMATION AS ANY FAILURE TO DO SO MAY RESULT IN THE TENDER BEING INVALID.**

**2.10. Insurance**

In the event of this tender being successful the following annual/omnibus policies will cover the provisions of the Contract relating to insurance as follows:-

**Employers Liability Insurance**

Policy No:

Insurance Company:

In Force                      **from**    **to**

Limit of Indemnity      **£**

**Third Party and Other**

Policy No:

Insurance Company:

In Force                      **from**    **to**

Limit of Indemnity      **£**

**Other**

(If relevant, details to be stated by Tenderer)

.....  
 .....  
 .....

Where no annual/omnibus policy exists or the limit of indemnity is inadequate specific cover will be arranged.

Excesses, exceptions, exclusions and limitations on the policy shall be the responsibility of the Tenderer.

In the event of a Contract we undertake to inform you if any of the above insurance's are discontinued before the end of the period of cover required by the provisions of the Contract.

Signed: ..... Dated: .....

Title: .....

**2.11. Collusive Tendering**

2.11.1. The essence of the procurement process is that the Company shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle and in signing below I/we warrant this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

**Collusive Tendering Warranty**

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

- a) communicate to a party other than the Company the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender and/or insurance); or
- b) enter into any agreement or arrangement with any other party that s/he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- c) offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender.

In this Schedule:

- the word “person” includes any person, body or association, corporate or incorporate;
- the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

<b>Signed for and on behalf of the above named Tenderer:</b>	
Signature:	
Printed Name:	
Position:	
Date:	

**2.12. Form of Tender**

**Tender for OPERATION AND MANAGEMENT OF HOUSEHOLD WASTE RECYCLING CENTRES**

To Sheffield Environmental Services Limited ('the Company')

\*

\_\_\_\_\_ (the Contractor)

(\* Insert the full name of the Potential Provider completing the Tender – the name must be consistent with the one named on the Expressions of Interest submission.)

<b>Whose address is:</b>	
<b>Telephone number:</b>	

I/We undertake and agree to supply and deliver goods, carriage paid, or provide services to the reasonable satisfaction of the Council for the period specified in the Contract and in accordance with the terms of the contract. Such terms of the contract are to be agreed and recorded in writing and duly signed by both parties.

No conditions submitted or referred to by me/us when Tendering or at any other time shall form part of the contract unless otherwise agreed to, in writing, by both parties and then included in the contract terms.

I/We declare that this Tender will remain valid for 90 days.

This 90-day period will commence on \_\_\_\_\_.

I/We agree that there will be no binding agreement between us unless there is a written contract signed by both parties.

I warrant that I have all the requisite corporate authority to sign this Tender.

<b>Signed for and on behalf of the above named Tenderer:</b>	
<b>Signature:</b>	
<b>Printed Name:</b>	
<b>Position:</b>	
<b>Date:</b>	

**CONTRACT TENDER DOCUMENT****OPERATION AND MANAGEMENT OF HOUSEHOLD WASTE RECYCLING CENTRES****SECTION 3 - SPECIFICATION****3. Specification****3.1. Site Operation**

3.1.1. There are currently five Household Waste Recycling Sites (the "Sites") within the scope of this tender that accept household waste from residents within the Sheffield area. Acceptable waste brought onto the site is sorted and stored in containers for collection.

3.1.2. The opening hours of the Sites will be as follows:

- 3.1.2.1. 09:00 to 18.00pm
- 3.1.2.2. All Sites must be open to the public Saturday, Sunday & Monday
- 3.1.2.3. Each Site will be closed 3 days per week.
- 3.1.2.4. At least 1 Site must be open at all times.
- 3.1.2.5. Sites will be closed Christmas Day, Boxing Day and New Years Day.

3.1.3. The requirement is for the Management and Operation of the Household Waste Recycling Centres. The Sites have a current recycle rate of 60% of the waste throughput of the Sites, with a minimum of 45% recyclates excluding Soil and Rubble. Soil and Rubble are not currently counted as part of the recycling calculation. The Successful Tenderer will be expected to maintain and exceed the recycling rates.

3.1.4. It is the responsibility of the Successful Tenderer to determine which waste streams shall be recycled to achieve the required recycling rate. However the following waste types must be removed from the General Waste and placed in the recycling containers supplied by The Company as per the current working arrangements:-

- 3.1.4.1. Bric a Brac – Items of Household Waste which as an item are able to be re-used and which do not currently fall into any of the other categories as listed below.
- 3.1.4.2. Green Waste
- 3.1.4.3. Soil and Brick Rubble
- 3.1.4.4. Scrap Metal – Including Non Ferrous metals
- 3.1.4.5. Televisions
- 3.1.4.6. Fridges
- 3.1.4.7. Plastics
- 3.1.4.8. Glass
- 3.1.4.9. Chemical Banks – currently only located at Blackstock and Douglas Road.
- 3.1.4.10. Fluorescent Tubes
- 3.1.4.11. Batteries
- 3.1.4.12. Paper
- 3.1.4.13. Card
- 3.1.4.14. Wood & Chipboard

- 3.1.4.15. Textiles
  - 3.1.4.16. Oil
  - 3.1.4.17. Gas Canisters
  - 3.1.4.18. WEEE – Waste Electrical and Electronic Equipment.
  - 3.1.4.19. Any Hazardous Waste not included in the above list.
- 3.1.5. The Company reserves the right to increase the specified waste streams which require segregation without incurring additional costs from the Successful Tenderer.
- 3.1.6. The Successful Tenderer will be responsible for organising the transport for the removal of all materials from the Household Waste Recycling Sites. Currently the haulage of the specific waste streams from the sites is provided by The Company's own waste collection division at Beighton in Sheffield. This service will be provided to the Successful Tenderer at no additional cost. However the administration of the collections and effective communications associated with this will still remain the responsibility of the Successful Tenderer.
- 3.1.7. The Company currently pays for the removal of the following waste types and recyclable materials from the Household Waste Sites and this will remain the arrangement. It will be the responsibility of the Successful Tenderer to organise the collection of the full skips, currently with the following companies :-.
- 3.1.7.1. Wood – Collected by Plevins to Viridor (Salmon Pastures MRF)
  - 3.1.7.2. Soil and Rubble – Currently taken by Beighton to Tinsley TFS or Salmon Pastures
  - 3.1.7.3. General Waste—Currently taken by Beighton to Viridor Landfill & TFS
  - 3.1.7.4. Green waste – Currently taken by SJB recycling, Aldwarke
  - 3.1.7.5. Scrap Metals – Currently taken by European Metals Recycling
  - 3.1.7.6. Paper and Card – Currently taken by Beighton to Norwood
  - 3.1.7.7. WEEE – Fridges collected by a third party, CRTs collected by Reclaim Appliances, Small WEEE collected by Reclaim Appliances, Fluorescent tubes collected by Wastecare, Large WEEE collected EMR.
  - 3.1.7.8. Chipboard – Collected by Plevins
  - 3.1.7.9. Household Batteries – Collected by Battery compliance scheme.
- 3.1.8. The Company reserves the right to change the organisations performing the collection service and will inform the successful tender upon any change.
- 3.1.9. Details of waste flows from the five Household Waste Recycling Sites for the year ending 31st March 2011 are detailed in Appendix C of this tender document.
- 3.1.10. The Successful Tenderer may retain any income obtained from the sale of the materials specified only in this clause 3.1.10 but on condition that all the required paperwork under the duty of care to account for their removal and any other information as required by The Company to verify tonnages and recycling outlets;
- 3.1.10.1. Non Ferrous Metals – Not including WEEE
  - 3.1.10.2. Bric-a-Brac – Not Including WEEE or any of the Waste types as required to be recycled by The Company.
  - 3.1.10.3. Lead Acid Batteries.
  - 3.1.10.4. Textiles.

- 3.1.11. The Successful Tenderer will not keep any income from material which falls within the definition of WEEE.
- 3.1.12. It is not the responsibility of the Successful Tenderer to pay for the disposal of televisions, fluorescent tubes, batteries and chemicals which are delivered / received at the sites or directed to the sites by The Company. It shall be the responsibility of the Successful Tenderer to arrange the collection / transport of these materials to the disposal / recycling site. The Company will require details from the Successful Tenderer of these arrangements and will give final approval.
- 3.1.13. The recycling rate may be varied in accordance with the requirements of the Authority's future waste strategy. All Variations to the services provided will be effected through Special Conditions clause 5.8
- 3.1.14. Pricing proposals shall be fixed for the contract period, although consideration may be given to relevant indexation measures (other than RPIX) which should be clearly specified in the tender response.
- 3.1.15. If The Company accepts the Tenderers proposal, the Tenderer will need to satisfy The Company that it has sufficient contingency measures in place to manage all of the Household Waste Recycling Sites within 2 months of the Contract start date. Failure to provide an adequate service will result in termination of the contract. This includes personnel, transport, disposal and recycling outlets.
- 3.1.16. All staff should be suitably trained and experienced to undertake the duties set out in the in this Specification, staff should be trained and experienced in the use of equipment on site and be fully conversant with operating instructions.
- 3.1.17. The Successful Tenderer will have available facilities at all times for the separate deposit of recyclables, segregate and recover as much recyclable material as practicable to reduce waste for direct disposal.
- 3.1.18. Trade transactions should not occur with any party at any of the sites unless instructed in writing by The Company or the Authority to do so. The Authority has introduced a permitting system at the sites. It will be the responsibility of the Successful Tenderer to check members of the public have a valid permit for use at the Household Waste Recycling Sites in accordance with the scheme and to demonstrate how this is being undertaken. It will not be the responsibility of the Successful Tenderer to undertake the administration of the permitting system simply to monitor and prevent access to the sites for members of the public without a valid permit. The Authority or The Company will undertake the administration of the permits.
- 3.1.19. Traffic continuity to and from the site should be maintained at all times.
- 3.1.20. Written records for each site stating the nature and quantities of reclaimed and/or recyclable material and the quantities and nature of residual waste forwarded for disposal on a monthly basis should be maintained. Such records shall be forwarded to The Company on a monthly basis within 7 working days of the month end.
- 3.1.21. The successful tenderer shall ensure that sites not used for any purpose which has a detrimental impact on the operation of the site for its intended purpose.

- 3.1.22. All Management Information must be maintained or provided in such form as The Company may reasonably require.
- 3.1.23. The Successful Tenderer must provide or maintain at their own cost, adequate methods of communication on each site so that they make and receive calls (calls must be answered promptly) and transmit written information electronically.
- 3.1.24. To maintain a list of out of hours emergency contact telephone numbers for key Management Personnel and keep the information fully up to date and supply the information to The Company in order that it has an up to date copy available at all times.
- 3.1.25. The Successful Tenderer must attend at least 2 formal contract meetings per annum with The Company to review the operation of the contract and look at any future development. However it is envisaged that regular operational meeting will take place on a monthly basis.
- 3.1.26. A cost savings and efficiency plan shall be developed to identify and drive efficiencies from the contract. Any efficiencies born from a change in methods or otherwise are to be equally shared with the Successful Tenderer and the Company on a 50/50 basis.

**3.2. The Successful Tenderer must ensure the sites:**

- 3.2.1. Are operated in accordance with the site licences, the method statement and all current legislation. This includes undertaking any temporary repairs or any other immediate requirements in order to comply with the site license.
- 3.2.2. Are provided with sufficient staff during operational hours to meet the operational needs for service delivery and provide a safe environment for the general public this will require a minimum of three employees at the Beighton, Blackstock and Douglas Road sites and two employees at the High Green and Deepcar sites.
- 3.2.3. The Successful Tenderer will operate procedures to mitigate the entry of all waste which is not domestic waste, on days when designated sites are not open to accept commercial/industrial waste, unless instructed in writing by The Company or the Authority to do so.
- 3.2.4. Have available facilities at all times for the separate deposit of recyclables.
- 3.2.5. Segregate and recover as much recyclable material as practicable to reduce waste for direct disposal.
- 3.2.6. Separate rubble, soil and hard core from other recyclables.
- 3.2.7. Provided the services free of charge to members of the public disposing of household waste at the site.
- 3.2.8. Deposit all materials into the receptacles at the site, to arrange for the removal of reclaimed and recyclable materials and residual waste regularly from site in order to ensure operational continuity is maintained at all times. Material is not to be left loose on the ground.

- 3.2.9. Have fully trained operatives only using the compactor units or other equipment and where appropriate ensure the operatives hold any relevant qualification or specialised training to use this equipment.
- 3.2.10. Co-operate with the Haulier(s) engaged in the removal to licensed disposal facilities of all wastes for which The Company has issued directions for the disposal whether for recycling or disposal. The successful tenderer will be responsible for the removal from the Sites to licensed disposal facilities of all reclaimed or recycled waste not subject to a separate instruction from The Company.

### 3.3. **TUPE**

- 3.3.1. The TUPE Regulations (the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended) will form part of the Contract with the Successful Tenderer.
- 3.3.2. Details of TUPE information required for this tender can be found at Appendix A

### 3.4. **Sustainable Commitment**

- 3.4.1. The Company has engaged a global debate on Sustainable Development within the Group. It has defined an "Environmental Charter" that consists of 10 guidelines and would like to see its partners share this approach. The Contractor must send an annual report to the Company which states the actions they have conducted in favour of Sustainable Development, in particular in respect of:
- 3.4.2. Reductions in energy consumption (water, gas, electricity)
- 3.4.3. Reductions in waste into the water, air, and the soil
- 3.4.4. Reductions in waste produced during the different stages of production or commercialisation.