

RMC 027(4) - The supply and delivery of bread and bakery products

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E-mail: ojs@publications.europa.eu Info & on-line forms: <http://simap.europa.eu>**CONTRACT NOTICE****SECTION I: CONTRACTING AUTHORITY****I.1) NAME, ADDRESSES AND CONTACT POINT(S)****Official name:** [Shropshire Council](#)**Postal address:** [Shirehall, Abbey Foregate](#)Town: [SHREWSBURY](#)Postal code: [SY2 6ND](#)Country: [United Kingdom](#)**Contact point(s):**Telephone: [+44 1743252993](#)For the attention of: [Nigel Denton, Procurement Manager](#)Email: nigel.denton@shropshire.gov.ukFax: [+44 1743255901](#)**Internet address(es) (if applicable)**General address of the contracting authority (URL): www.Shropshire.gov.uk

Address of the buyer profile (URL):

Further information can be obtained at:

- ☒ As in above-mentioned contact point(s)
☐ Other: please complete Annex A.I

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

- ☒ As in above-mentioned contact point(s)
☐ Other: please complete Annex A.II

Tenders or requests to participate must be sent to:

- ☐ As in above-mentioned contact point(s)
☒ Other: please complete Annex A.III

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

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

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

- ☐ yes ☒ no

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SECTION II: OBJECT OF THE CONTRACT

II.1) DESCRIPTION

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

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

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

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

II.1.3) The notice involves

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

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

<input checked="" type="radio"/> Framework agreement with several operators Number 4 OR, if applicable, maximum number of participants to the framework agreement envisaged	<input type="radio"/> Framework agreement with a single operator
---	--

Duration of the framework agreement:

Duration in year(s): 4 or month(s):

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

Estimated total value of purchases for the entire duration of the framework agreement (if applicable; give figures only):	
Estimated value excluding VAT: 360 000,00	Currency: GBP
OR Range: between and	Currency:
Frequency and value of the contracts to be awarded: (if known):	

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

The supply and delivery of bread and bakery products to Shropshire Council schools and Community Services' establishments. Deliveries are to be made daily or as required by individual establishments. The contract is divided into 8 delivery areas (listed below) and applicants can tender for one, more than one or all areas. The contract is for an initial period of 2 years commencing on 1 December 2011, with the option to extend for up to 2 further 12 month periods.

S1 Shrewsbury & Ellesmere

S2 Bridgnorth & Much Wenlock

S3 Bishops Castle & Church Stretton

S4 Baschurch & Wem

S5 Shifnal

S6 Oswestry

S7 Pontesbury

S8 Ludlow

RMC 027(4) - The supply and delivery of bread and bakery products**II.1.6) Common procurement vocabulary (CPV)**

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15811100	
Additional object(s)	15612500	

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

☐ yes ☒ no

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

☒ yes ☐ no

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

☐ one lot only

☒ one or more lots

☐ all lots

II.1.9) Variants will be accepted

☐ yes ☒ no

II.2) QUANTITY OR SCOPE OF THE CONTRACT**II.2.1) Total quantity or scope** (including all lots and options, if applicable)

See tender documents

If applicable, estimated value excluding VAT (give figures only): 360 000,00		Currency: GBP
OR Range: between	and	Currency:

II.2.2) Options (if applicable)

☐ yes ☐ no

If yes, description of these options:

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

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

Duration in months:	or days:	(from the award of the contract)
OR Starting	01/12/2011	(dd/mm/yyyy)
Completion	30/11/2015	(dd/mm/yyyy)

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SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) CONDITIONS RELATING TO THE CONTRACT

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

[See tender documentation](#)

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

[See tender documentation](#)

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

[Joint and severable liability](#)

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

☐ yes ☒ no

If yes, description of particular conditions

III.2) CONDITIONS FOR PARTICIPATION

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

Information and formalities necessary for evaluating if requirements are met:

[See tender documentation](#)

III.2.2) Economic and financial capacity

Information and formalities necessary for evaluating if requirements are met:

[See tender documentation](#)

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

III.2.3) Technical capacity

Information and formalities necessary for evaluating if requirements are met:

[See tender documentation](#)

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

III.2.4) Reserved contracts (if applicable)

☐ yes ☒ no

☐ The contract is restricted to sheltered workshops

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

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

☐ yes ☐ no

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

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

☐ yes ☐ no

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SECTION IV: PROCEDURE

IV.1) TYPE OF PROCEDURE

IV.1.1) Type of procedure

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

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

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

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

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

☐ yes ☐ no

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OR

☒ The most economically advantageous tender in terms of☐ the criteria stated below (the award criteria should be given with their weighting or in descending order of importance where weighting is not possible for demonstrable reasons)☒ the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

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

IV.2.2) An electronic auction will be used☐ yes ☒ noIf yes, additional information about electronic auction *(if appropriate)***IV.3) ADMINISTRATIVE INFORMATION****IV.3.1) File reference number attributed by the contracting authority** *(if applicable)*

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IV.3.2) Previous publication(s) concerning the same contract☐ yes ☒ no

If yes,

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

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

Time limit for receipt of requests for documents or for accessing documents	
Date: 21/10/2011 (dd/mm/yyyy)	Time:
Payable documents	
<input type="radio"/> yes <input checked="" type="radio"/> no	
If yes, price <i>(give figures only)</i> :	Currency:
Terms and method of payment:	

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

Date: 24/10/2011 (dd/mm/yyyy) Time: 12:00

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

Date: (dd/mm/yyyy)

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

ES	CS	DA	DE	ET	EL	EN	FR	IT	LV	LT	HU	MT	NL	PL	PT	SK	SL	FI	SV	BG	GA	RO
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

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

Until: (dd/mm/yyyy)

OR Duration in month(s):

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

IV.3.8) Conditions for opening tenders

Date: (dd/mm/yyyy) Time:

Place (if applicable):

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

☐ yes ☐ no

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

☒ yes ☐ no

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

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

☐ yes ☐ no

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

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

The contracting authority reserves the right not to award a contract or to award any option(s) it so wishes. Closing date for receipt of tenders is 12 noon, 24 October 2011. Applicants wishing to tender for this requirement should request a tender pack in writing or by email to procurement@shropshire.gov.uk as set out in para 1.1 above.

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

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

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

Body responsible for mediation procedures *(if applicable)*

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

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

Precise information on deadline(s) for lodging appeals:

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

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

Postal address:

Town:

Postal code:

Country:

Telephone:

Email:

Fax:

Internet address (URL):

VI.5) DATE OF DISPATCH OF THIS NOTICE:[01/09/2011 \(dd/mm/yyyy\)](#)

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

Official name:

Postal address:

Town:

Postal code:

Country:

Contact point(s):

Telephone:

For the attention of:

Email:

Fax:

Internet address (URL):

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

Official name:

Postal address:

Town:

Postal code:

Country:

Contact point(s):

Telephone:

For the attention of:

Email:

Fax:

Internet address (URL):

III) ADDRESSES AND CONTACT POINTS TO WHICH TENDERS/REQUESTS TO PARTICIPATE MUST BE SENTOfficial name: [Democratic Services Manager, Shropshire Council](#)Postal address: [Shirehall, Abbey Foregate](#)Town: [Shrewsbury](#)Postal code: [SY2 6ND](#)Country: [United Kingdom](#)**Contact point(s):**Telephone: [+44 1743252993](#)For the attention of: [Democratic Services Manager, Legal & Democratic Services](#)

Email:

Fax: [+44 1743255901](#)

Internet address (URL):

RMC 027(4) - The supply and delivery of bread and bakery products**ANNEX B (1)****INFORMATION ABOUT LOTS****LOT NO 1 TITLE S1 Shrewsbury & Ellesmere****1) SHORT DESCRIPTION**

Supply of bread & bakery products

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15811100	
Additional object(s)	15612500	

3) QUANTITY OR SCOPE

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

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

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

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 027(4) - The supply and delivery of bread and bakery products**ANNEX B (2)****INFORMATION ABOUT LOTS****LOT NO 2 TITLE S2 Bridgnorth & Much Wenlock****1) SHORT DESCRIPTION**

Supply of bread & bakery products

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15811100	
Additional object(s)	15612500	

3) QUANTITY OR SCOPE

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

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

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

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 027(4) - The supply and delivery of bread and bakery products**ANNEX B (3)****INFORMATION ABOUT LOTS****LOT NO 3 TITLE S3 Bishops Castle & Church Stretton****1) SHORT DESCRIPTION**

Supply of bread & bakery products

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15811100	
Additional object(s)	15612500	

3) QUANTITY OR SCOPE

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

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

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

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 027(4) - The supply and delivery of bread and bakery products**ANNEX B (4)****INFORMATION ABOUT LOTS****LOT NO 4 TITLE S4 Baschurch & Wem****1) SHORT DESCRIPTION**

Supply of bread & bakery products

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15811100	
Additional object(s)	15612500	

3) QUANTITY OR SCOPE

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

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

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

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 027(4) - The supply and delivery of bread and bakery products**ANNEX B (5)****INFORMATION ABOUT LOTS****LOT NO 5 TITLE S5 Shifnal****1) SHORT DESCRIPTION**

Supply of bread & bakery products

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15811100	
Additional object(s)	15612500	

3) QUANTITY OR SCOPE

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

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

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

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 027(4) - The supply and delivery of bread and bakery products**ANNEX B (6)****INFORMATION ABOUT LOTS****LOT NO 6 TITLE S6 Oswestry****1) SHORT DESCRIPTION**

Supply of bread & bakery products

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15811100	
Additional object(s)	15612500	

3) QUANTITY OR SCOPE

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

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

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

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 027(4) - The supply and delivery of bread and bakery products**ANNEX B (7)****INFORMATION ABOUT LOTS****LOT NO 7 TITLE S7 Pontesbury****1) SHORT DESCRIPTION**

Supply of bread & bakery products

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15811100	
Additional object(s)	15612500	

3) QUANTITY OR SCOPE

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

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

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

5) ADDITIONAL INFORMATION ABOUT LOTS

RMC 027(4) - The supply and delivery of bread and bakery products**ANNEX B (8)****INFORMATION ABOUT LOTS****LOT NO 8 TITLE S8 Ludlow****1) SHORT DESCRIPTION**

Supply of bread & bakery products

2) COMMON PROCUREMENT VOCABULARY (CPV)

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15811100	
Additional object(s)	15612500	

3) QUANTITY OR SCOPE

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

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

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

5) ADDITIONAL INFORMATION ABOUT LOTS



Insert date

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: **Mr Nigel Denton**

Email: procurement@shropshire.gov.uk

RMC 027(4)

Dear Sirs

RMC 027(4) SUPPLY AND DELIVERY OF BREAD AND BAKERY PRODUCTS SHROPSHIRE COUNCIL

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

1. Instructions for Tendering and Special Terms and Conditions
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Specification Document
5. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

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

Returning of Tenders

- The deadline for returning tenders is **noon on 24th October 2011**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders **cannot** be accepted if:

Personal Information

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

European Requirements

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

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 1st September 2011 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

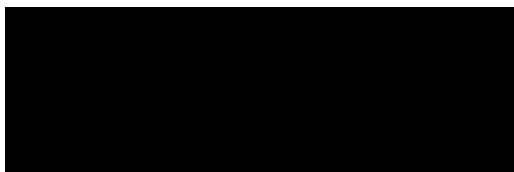
Other Details

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

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

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

Yours faithfully



Nigel Denton
Procurement Manager
Enc



INSTRUCTIONS FOR TENDERING & SPECIAL TERMS & CONDITIONS

**RMC 027(4) – Supply and delivery
of Bread & Bakery Products**

Shropshire Council Instructions for tendering

Contract Description:

The supply and delivery of bread and bakery products to Shropshire Council schools and Community Services' establishments. Deliveries are to be made daily or as required by individual establishments. The contract is divided into 8 delivery areas and applicants can tender for the whole or areas of the county. The contract is for an initial period of 2 years commencing on 1st December 2011, with the option to extend for up to 2 further 12 month periods.

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1.0 Invitation to Tender

- 1.1 You are invited to tender for a framework of service providers in specific categories of bread and bakery products who will be invited to tender for individual requirements throughout the duration of the framework agreement as detailed in the Tender Response Document. The framework will be for an initial period of 2 years commencing on the 1st December 2011 with the option to extend for an additional period of 2 years.
- 1.2 Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

2.2 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the

Council, they will be required to supply the required goods

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in

the Tender documentation are correct at the time of submission.

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 24 October 2011. One hard copy and one CD copy of your Tender Response Document must be returned.**
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4** Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 Tender Evaluation

6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Clarifications

7.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

7.2 Any queries arising in relation to this invitation to tender should be raised in writing

with Nigel Denton, Procurement Manager, Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract reference and title.

- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **14th October 2011**.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

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

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

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

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

9.0 Confidentiality

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

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

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

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

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

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

- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
 - 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
 - 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
 - 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
 - 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

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

10.0 Freedom of Information

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

- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

11.0 Disqualification

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

- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission; or

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

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

12.0 E-Procurement

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

13.0 Award of Contract

13.1 Award Criteria

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

13.2 Award Notice

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

13.3 Transparency of Expenditure

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

at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract to be awarded under this framework arrangement. Additionally, there is no guarantee that an individual framework supplier will be awarded any business under this agreement.

15.0 Acceptance

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

15.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council. If accepted, the Contractor will form part of a framework of service providers of bread and bakery products who will be asked to quote as appropriate for various bread and bakery products throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.

15.3 Please note, if accepted onto the framework, the prices tendered by you will be used as a benchmark against the prices you quote for bread and bakery products. If it is found your quoted prices consistently exceed the range of prices tendered, you may be removed from the framework arrangement. Allowances will be made when benchmarking, for inflation and general increases/decreases in market prices

15.4 All successful Tenderers accepted onto the framework will be required to work to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.

15.5 Please also note that the Council will monitor the quality of work supplied and delivery of such work under the framework and reserve the right to remove any successful Tenderer from the framework where they fail to meet reasonable standards in these areas].

15.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the framework arrangement being **1st December 2011**

16.0 Prices

Prices tendered must be a fixed price up to 1st December 2012. After this date if the successful tenderer wishes to vary their prices they must seek approval from the Operations Manager, Shire Services and give one months notice of any such change

17.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

18.0 Liability of Council

- 18.1** The Council does not bind himself to accept the lowest or any tender.
- 18.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 18.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 18.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 18.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

19.0 Additives

The products supplied should as far as possible be free of the synthetic colours/additives contained in the list attached to the Tender Response document. Any synthetic colours/additives, of the type listed, that are contained in any product supplied must be declared to the Council.

20.0 Genetically Modified Foods

All goods supplied under this arrangement must not contain genetically modified ingredients. A written assurance must be given to this effect.

In addition, the foodstuffs (or their constituents) must comply with the Novel Foods and Novel Food Ingredients Regulations 1997, and also EC Regulations No 248/97 and 1139/98.

21.0 Irradiation

Where the Council proposes to supply foodstuffs (or their constituents) which have been subject to ionising radiation this must be notified in writing to the Council and their specific written approval obtained prior to supply.

22.0 Nuts/Nut Derivatives

All goods supplied under this arrangement must be free from nuts or nut derivatives.

23.0 Samples

The Council may ask for samples from the range of tendered products, for testing evaluation and analysis by the Trading Standards Service. The results of such an analysis, evaluation etc were the tender to be accepted, would act as a basis of the contract to which all future supplies must comply.

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

24.0 Quality Assurance

The Contractor shall establish and maintain an adequate documented quality system as a means to demonstrate his continuing ability to meet the contract specifications.

The Contractor will also co-operate fully at all times with the Trading Standards Service by allowing them access to all relevant information and personnel to enable them to undertake periodic audits of the Quality Assurance System. The Quality Assurance System must meet the approval of the Trading Standards Service.

25.0 Analysis

The Council will be at liberty to apply any tests or cause any analyses to be made for the purpose of ascertaining the quality of bread and bakery products being supplied. Should the result of such test or analyses indicate that the bread and bakery products are not equal to the standard specified, the charges for such tests or analyses shall be met by the Contractor.

The Contractor will also co-operate fully with the Trading Standards Service by allowing them access to their premises, and, whilst there, allowing them access to any relevant other documentation and process procedures, and also the freedom to take any samples required to ascertain that products comply with all relevant

regulations and conditions of contract. The Contractor must ensure that these facilities are available to the Trading Standards Service whether the Contractor is the manufacturer of the product supplied or not.

26.0 Inspection of Goods and Premises

The Contractor will allow the Council, any of its staff and appropriate personnel to inspect any delivery ticket and to check the quality and/or quantity of the goods at the premises of the Contractor, before despatch, during transit or at the place of delivery. The Contractor, his agents and servants shall give the Council and its staff all reasonable assistance to enable them to check the quantity and/or quality of the goods or to inspect the Contractor's premises.

The Council may submit samples of the goods to a public analyst or to a recognised testing house for examination. If the goods submitted are certified not to be of the quality or specification ordered, the Council may reject the whole consignment from which the samples were taken. In addition, samples may be taken in the manner prescribed by the Food Safety Act 1990 by the Trading Standards Service.

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

27.0 Orders

Orders will be placed as and when required by the officer in charge of each establishment or any other authorised person.

The Council may place orders for the supply of goods at the terms agreed at any time during the period of offer and the placing of each order constitutes an acceptance of the Standing Offer and thus creates a contract for the supply of those items so ordered.

The Contractor may be required to introduce a system of electronic ordering during the lifetime of the arrangement. Any such system will be in accordance with a format/procedure determined by the Authority and at no cost to the Authority.

The Council will not hold itself responsible or be liable for payment for goods unless requisitioned by an official order signed by an authorised officer of that Authority. In the case of any emergency the Contractor will supply on the oral instruction given on behalf of the Authority which will be confirmed by the Authority on an official order. If the Contractor does not receive such confirmation within two days he should notify the appropriate Head of Service or establishment.

28.0 Storage and Deliveries

Upon receipt of official orders from the Council, the Contractor will supply and deliver the goods required in accordance with the agreed prices and conditions. The Contractor must, at all times, comply with any statutory requirements in force at that time.

Deliveries must be made fully in accordance with the requirements of the Council. All vehicles used for the delivery of services should conform to Euro III or Euro IV emission standards or be a low emission vehicle (as defined by exemption from the London congestion charge). The Council will consider tenders using Euro II vehicles where the tender document demonstrates an ongoing replacement programme which will result in the upgrade to Euro III or Euro IV of all vehicles used to provide the service during the duration of the contract. Use of pre Euro and Euro I vehicles will not be acceptable in any circumstances.

All deliveries must be made in a vehicle that complies with the The Food Safety (General Food Hygiene) Regulations 1995 and any subsequent amendments.

The Contractor will exercise due care and attention when making deliveries to the Council. Where possible, all delivery vehicles should be fitted with reverse warning hooters, and drivers must ensure the highest standards of safety during deliveries.

Deliveries may be required daily or at other intervals as agreed.

Deliveries to school kitchens must be made on Mondays to Fridays between the hours of 9.00 am and 2.00 pm. No deliveries outside these hours will be permitted unless agreed with the Authorities.

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

Most school kitchens will only normally require deliveries during term times (approximately forty weeks per year) but occasional deliveries during school holidays may be required.

Social Services, some school kitchens and other establishments will require a delivery service for the full 52 weeks of the year.

Additionally, a delivery will be required to all schools on the same day in September (usually the day prior to the start of term) every year during this arrangement.

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

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

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

The Council disclaim all responsibility for the security of goods delivered and left on the premises of the Authority by the Contractor. Goods must not be left unattended and the delivery driver must obtain a signature from the Authority's authorised representative.

The risk on the goods will remain with the Contractor until the goods are delivered

and accepted. Notwithstanding, any receipt issued, the goods will not be deemed to have been accepted until the Authority's representative has had a reasonable opportunity to examine them.

If the Contractor requires the return of any container in which the goods are delivered, he will clearly indicate the requirement on the container, delivery note and invoice. Containers will be returned by the Authority only at the Contractor's expense. There will be no liability on the part of the Authority for any loss of, or damage to, containers and it will be the Contractor's responsibility to remove all containers on subsequent deliveries.

All containers, basket and trays etc used by the Contractor in the performance of the contract shall be capable of being sterilised before re-use where appropriate and shall be kept in a clean state to prevent the risk of contamination of the goods being supplied.

For the purpose of this contract all deliveries made will be deemed to be retail sales.

The personal hygiene of the driver must be of the highest standard and clean protective clothing must be worn. Smoking will not be permitted during the actual delivery. The vehicle interior shall be maintained in a clean hygienic condition as should all the storage equipment used in the vehicle. The Contractor shall ensure that the interior is cleaned daily.

All contractor's personnel entering an establishment, must be easily identifiable by way of an identity badge showing their name, photograph and which company they represent.

All deliveries, where required must comply with the Provision of the Food Safety (temperature control) Regulations 1995.

29.0 Delivery Notes

All supplies of bread and bakery products made to individual establishments against this contract must be accompanied by a delivery note from the supplier stating (as appropriate):

THE CONTRACTOR'S NAME AND ADDRESS
THE DELIVERY POINT ADDRESS
THE PURCHASE ORDER NUMBER
THE DATE OF DELIVERY
THE CORRECT DESCRIPTION OF THE GOODS BEING SUPPLIED INCLUDING
THE NUMBER OR WEIGHT OF EACH ITEM

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

30.0 Payment

Payment in respect of deliveries to all establishments will be made in accordance with the following, although during the lifetime of the arrangement it is possible that they may also wish to make payment by electronic payment.

Invoices

An invoice bearing the same information as the delivery note, together with all prices calculated and totalled, must be sent with the goods direct to the individual establishment/delivery point when the goods are delivered.

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

Credit Notes

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

31.0

Packaging

All food products must be packaged and wrapped sufficiently to protect the product from damage and contamination during storage and delivery. Where a manufacturer has recommended a particular storage method, this shall be adhered to by the Contractor. All packaging in contact with food is to comply with the Materials and Articles in Contact with Food Regulations 1987/1523 and The Plastic Materials and Articles in Contact with Food Regulations 1998. Damaged or broken packaging of food will not be accepted. All prepared products must comply with the Food Labelling Regulations 1996/1499 as amended, and, if not already included, must have the particular specified in Regulation (5) of these Regulations printed on the packaging together with an indication of quantity in accordance with the current Weights & Measures Legislation.

32.0

Rejection of Goods

The Council or its representatives have the power to reject any goods if in their opinion, the Contractor has not complied with all Terms and Conditions relating to the Standing Offer Arrangement

Where possible notice of rejection will be given on the day of delivery, by any means considered appropriate by the Council.

In the event of rejection the Contractor will:

- (i) immediately replace the goods with those of the required quality/specification;
- (ii) remove the rejected goods at his own expense within 7 days of rejection.

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

33.0

Power to Purchase Elsewhere

If the Contractor fails to deliver the goods on time or if he fails to comply with any of the Terms and Conditions relating to the Standing Offer Arrangement, the Council will be entitled to purchase elsewhere. The Contractor may offer

alternative goods after discussion with the Council. Any additional costs incurred by the Council over the agreed price will be repaid by the Contractor without prejudice to any other action that may be taken.

34.0 Establishment listing

The Authority reserves the right to withdraw or include any establishments either on a temporary or permanent basis to this arrangement as necessary.

Details of establishments covered by the standing offer arrangement are detailed on the Schedule of Delivery Points included in the Specification Document and are correct at the present time, but may alter to take account of any changes and other legislation which may occur during the lifetime of the standing offer arrangement

35.0 Delegation

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

36.0 Sustainability and Environmental Issues

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

37.0 Analysis of Usage

It will be a condition of contract that the Contractor will supply the Council with a detailed breakdown of usage against this arrangement. The following information will be required:

(a) The total monthly usage/value and cumulative usage/value of all bread and bakery products delivered.

(b) The monthly usage/value and cumulative usage/value per individual establishment.

(c) A breakdown of transport/product costs as required by the Council.

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

38.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

SHROPSHIRE COUNCIL

GENERAL TERMS AND CONDITIONS

FOR THE SUPPLY OF GOODS SERVICES AND WORKS

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

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

1. **DEFINITIONS**

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

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

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

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

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

2. GENERAL

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

3. SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

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

4. ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

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

5. PRICE AND PAYMENT

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.
- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.

- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 45 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 45 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- 5.5 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra; the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.6 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.7 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6. DELIVERY

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

- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.
- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

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

8. INSPECTION

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

9. REJECTION

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.

- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.
- 9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

10. TITLE - PASSING PROPERTY

- 10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.
- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.

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

11. THE COUNCIL'S OBLIGATIONS

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) co-operate with the Contractor;
 - b) provide the Contractor with any information reasonably required by the Contractor;
 - c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
 - d) comply with such other requirements as may be otherwise agreed between the parties.
- 11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.
- 12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

13 INDEMNIFICATION

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

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

14. TERMINATION AND CANCELLATION

- 14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.
- 14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:
- a) the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
 - b) the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
 - c) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
 - d) the other party ceases to carry on its business or substantially the whole of its business; or
 - e) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

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

- 15.1 The Council may cancel the Agreement by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:
- a) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form or any financial or other advantage to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Agreement or any other Agreement with the Council; or

- b) favoured or discriminated against any person in relation to this or any other Agreement with the Council; or
- c) committed an offence in relation to any Agreement with the Council under the Prevention of Corruption Acts 1906 to 1916 or the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- 16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

17. INDEPENDENT CONTRACTORS

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

18. SEVERABILITY

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

19. ASSIGNING AND SUB-CONTRACTING

- 19.1 The Contractor will not, without the written consent of the Council, assign or sub-contract its right or duties under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.

- 19.2 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.
- 19.3 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20. WAIVER

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

21. HAZARDOUS GOODS

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

22. NOTICES

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

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.
- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
- 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
- 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 23.6.3 such information was obtained from a third party without obligation of confidentiality;
- 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- 23.6.5 it is independently developed without access to the other party's Confidential Information.

- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
- 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

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

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

- 23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

24. COUNCIL DATA

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- a) Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
 - b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
 - c) Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
- 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council.

- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
- 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
- 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25. PROTECTION OF PERSONAL DATA

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
- 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);
- 25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;
- 25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
- 25.2.8 notify the Council (within five Working Days) if it receives:
 - a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;
- 25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
 - a) providing the Council with full details of the complaint or request;
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
 - d) providing the Council with any information requested by the Council;
- 25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;
- 25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

- 25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
 - 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 26.3.1 all information requested by the Council within the permitted scope of the audit;
 - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - 26.3.3 access to Contractor Personnel

- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

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

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

28. INSURANCE

- 28.1 The Contractor shall maintain a comprehensive policy of Public Liability and Employers Liability insurance. In respect of its liability such insurance cover to be maintained and provide for a minimum of £5,000,000 (FIVE MILLION POUNDS). Cover In respect of death or personal injury due to negligence will be unlimited.
- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) and Professional Indemnity insurance of at least £1,000,000 (ONE MILLION POUNDS) cover for any one claim and the Contractor shall provide the Council with certified copies of the relevant policies upon request.

29. EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30. HUMAN RIGHTS (W) (Z)

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

31 HEALTH AND SAFETY AT WORK (Z)

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

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

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
 - 32.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
 - 32.6.2 following consultation with the Contractor and having taken their views into account; provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.

- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.
- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
 - 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
 - 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
 - 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
 - a) confirm or deny that information is held by the other party, or
 - b) disclose information required to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.
 - 32.9.5 each party shall bear its own costs of:
 - a) assessing the application of any exemption under FOIA and/or
 - b) responding to any FOIA notice and/or
 - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
 - 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.

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

33. SAFEGUARDING(W) (Z)

- 33.1 Where the work being undertaken in this Agreement allows access to premises locations or activities where there is a likelihood of coming into contact with children or vulnerable adults the Contractor must ensure that it follows the guidance of the Independent Safeguarding Council and the regulations relating to the Vetting and Barring Scheme to determine whether a Criminal Record Bureau check is required for employees or any person sub-contracted to carry out the work on behalf of the Contractor. If in any doubt the Contractor should discuss the matter further with the officer of the Council awarding the Contract and raise any concerns arising from disclosures.
- 33.2 Where the service requirement, specification or Purchase Order determines that a CRB check should be carried out the Contractor shall undertake CRB checks prior to the relevant employees or persons commencing work on the Services to be provided to the Council.

34 SUSTAINABILITY

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

35 EXPIRY

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

36 AUDIT AND MONITORING) (W) (Z)

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

37. RIGHTS OF THIRD PARTIES

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

38. ENTIRE AGREEMENT

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

39. FORCE MAJEURE

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

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

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

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

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

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

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

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

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

40. GOVERNING LAW AND JURISDICTION (W)

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

41. COMPLAINTS PROCEDURE (W) (Z)

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

- 41.1.1 is easy to access and understand
- 41.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;
- 41.1.3 provides confidential record keeping to protect employees under this contract and the complainant
- 41.1.4 provides information to management so that services can be improved
- 41.1.5 provides effective and suitable remedies
- 41.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback.

- 41.2 The Contractor shall ensure that:

- 41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.
- 41.2.2 someone who is independent of the matter complained of carries out the investigation
- 41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contractor's investigations

- 41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 41.3 The Contactor will make its complaints procedure available on request
- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavors to resolve the dispute
- 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavors to resolve the dispute within 21 days of receipt of such notice

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

43 STAFFING SECURITY

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

44 SECURITY REQUIREMENTS

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



Shropshire
Council

RMC 027(4) - Supply and
Delivery of Bread & Bakery Products.

Name of TENDERING
ORGANISATION
(please insert)

Bloomers Bakery

Shropshire Council Tender Response Document

Contract Description:

The supply and delivery of bread and bakery products to Shropshire Council schools and Community Services' establishments. Deliveries are to be made daily or as required by individual establishments. The contract is divided into 8 delivery areas and applicants can tender for the whole or areas of the county. The contract is for an initial period of 2 years commencing on 1st December 2011, with the option to extend for a further period of 2 years.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: Nigel Denton, Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND or via email quoting the contract reference to procurement@shropshire.gov.uk
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

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Award Criteria

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

Selection Criteria - Pass/Fail Questions

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

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

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

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

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

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

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the

Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (400 marks)		
Section B / Q 1	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section I / Q 2	Range of products	15% / 150 max marks
Section I / Q 3	Delivery	10% / 100 max marks
Section I / Q4	Premises	10% / 100 max marks
After the above criteria has been marked a short-list of tenderers will be agreed		
Short-listed tenderers will have their product quality assessed by taste and given additional marks from the 250 marks shown below. This will then be added to calculate a final score.		
Separate assessment	Product Quality (assessed by test)	25% / 250
Total for quality		60% / 600 marks

Details of total marks for individual questions are set out in each question in Section I of the Tender Response Document.

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	

Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

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

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being 400. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Total price will be calculated by using the total price figure shown in Schedule I question 1.1


Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the supply of bread and bakery products

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

Signed . 

Name.. 

Date ...20th October 2011.....

Designation ...Director.....

Company...Gadstyle Ltd t/a Bloomers Bakery.....

Address ...Unit c3 Wem Industrial Estate Wem, Shropshire
.....
.....

Post Code ...SY4 5SD
.....

Tel No 01939 236200.....

Fax No 01939 236375

E-mail address 
.....

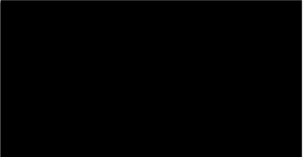
Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

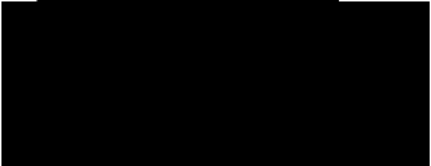
To: Shropshire Council (hereinafter called "the Council")

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) ... 

Status Directly

Signed (2) 

Status Directly

(For and on behalf of Gadstyle Ltd t/a Bloomers Bakery
.....)

Date ...20th October 2011.....

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1)

Status Direct

Signed (2)

Status Director

(For and on behalf of Gadstyle Ltd t/a Bloomers Bakery

Date20th October 2011.....

Section A:

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

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

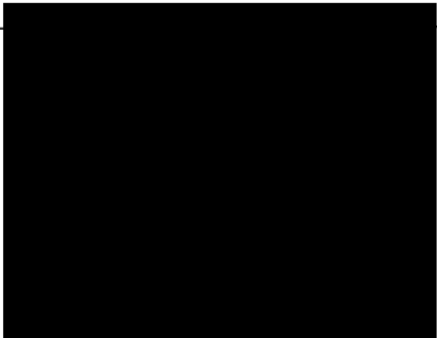
No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1)		Status <u>Director</u>
Signed (2)		Status <u>Director</u>
(For and on behalf of Gadstyle Ltd t/a Bloomers Bakery .)		
Date 20 th October 2011.....		

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	<p>Name of contracting Company/Organisation: Bloomers Bakery</p> <p>Address: Unit C3 , Wem Industrial Estate, Wem Shropshire</p> <p>Postcode: SY4 5SD</p> <p>Tel: 01939 236200</p> <p>Email: [REDACTED]</p>	
1.2	<p>Registered name (if different from above): Gadstyle Ltd</p> <p>Registered Office Address: Unit C3 , Wem Industrial Estate, Wem Shropshire</p> <p>Postcode: SY4 5SD</p> <p>Company registration number: 01610627</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: [REDACTED]</p> <p>Job title: Director</p> <p>Correspondence Address: Unit C3 , Wem Industrial Estate, Wem Shropshire</p> <p>Postcode: SY4 5SD</p> <p>Tel: 01939 236200</p> <p>Email: [REDACTED]</p>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input checked="" type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>
(g)	Public Sector Organisation	<input type="checkbox"/>

1.5	Are you a Small or Medium Sized Enterprise (SME) *An SME can be defined as an enterprise which employs fewer than 250 people	YES
	If No, Please confirm you are an enterprise which employs more than 250 people	-

2.	Company History/Background	
2.1	Date Company established:	1971
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	If YES to 2.2 give the following details of the Holding/Parent Company: Registered Name: Registered Address: Postcode: Registration Number:	
2.4	How many years has your company been providing bread and bakery products? <div style="text-align: right;">....40..... years</div>	
2.5	Total number of employees: [REDACTED]	
2.6	Total number of employees engaged solely in the provision of bread and bakery? [REDACTED]	

Section C: Financial & Insurance Information

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

<p>2.</p> <p>*</p>	<p>Financial Details</p> <p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>
<p>2.1</p>	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts)</p> <p>Also provide copies of your last 3 years audited accounts.</p> <p>If audited accounts are not available please provide copies of your management accounts</p> <div style="text-align: right; margin-right: 100px;"> <p><u>Company</u></p> <p><u>Accounts</u></p> <p><u>Enclosed</u></p> </div> <div style="text-align: right; margin-right: 100px;"> <p><u>Year</u></p> <p>2007/08</p> <p>2008/09</p> <p>2009/10</p> </div> <div style="text-align: right; margin-right: 100px;"> <p><u>Turnover</u></p> <div style="background-color: black; width: 200px; height: 100px; margin-bottom: 10px;"></div> <p>.....</p> <p>.....</p> <p>.....</p> </div> <div style="text-align: right; margin-right: 100px;"> <p><u>Profit(Loss)</u></p> <div style="background-color: black; width: 150px; height: 80px; margin-bottom: 10px;"></div> <p>.....</p> <p>.....</p> <p>.....</p> </div> <div style="text-align: right; margin-right: 100px;"> <p>YES/NO</p> <p>YES/NO</p> </div>

	YES/NO
	(If exact figures are not available please provide your best estimate of the figures required)
2.2	<p>Please show below your company's turnover in the provision of bread and bakery in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <p style="text-align: center;"><u>Year</u></p> <p>Turnover in relation to bread and bakery</p> <p style="text-align: right;">2007/08</p> <p style="text-align: right;">2008/09</p> <p style="text-align: right;">2009/10</p> <div style="display: flex; align-items: center;"> <div style="background-color: black; width: 200px; height: 100px; margin-right: 10px;"></div> <div> <p>.....</p> <p>.....</p> <p>.....</p> </div> </div> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>

Section D: Outstanding Claims and Contract Terminations

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

2.	Contract Terminations/Deductions
2.1	<p>Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.</p> <p>NONE</p>
2.2	<p>Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.</p> <p>NONE</p>

Section E:

Health & Safety and Equal Opportunities

1.	Health & Safety at Work
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's</i></p>

1.8	Do you have a health and safety training programme for employees?	YES
1.9	If YES to 1.8 please state what training has been given. Manual Handling ,PPE , Work at Height , Noise , DSE , Working Enviroment – Housekeeping , First Aid , Alcohol & Drugs	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES YES YES
1.11	Does your company have a recognised health & safety management system? Please give details below: Royal Bank Of Scotland Mentor Service	YES
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.	
	Total	None
	No. of accidents reported under RIDDOR last year	0
	No. of accidents reported under RIDDOR this year	0
1.13	Does your company consult with employees on health and safety? If YES, please give details below. Regular consultations with all Staff regarding health and good safety practice within the working enviroment.	YES
1.14	Will you be using any sub contractors as part of this contract?	NO

1.15	If YES to 1.14 please give details of who your sub contractors are.
1.16	If YES to 1.14 how do you ensure they are competent?
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p>We are currently working closely with the Royal Bank of Scotland Mentor Service.</p>

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims</i></p>	

	<p>against your organisation regarding discrimination.</p> <p>Information to help small companies is available at:</p> <p>Equality and Human Rights Commission - http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p>Useful links for guidance & Information - http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 	Enclosed YES
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p>Here at Bloomers we try to employ a broad spectrum of people . The Team consists of Local people aged from 22 to 70 years of age giving great experience and a varied range of skills.</p>	

2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees <input type="checkbox"/> are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed</p>	<p>YES</p> <p>YES</p> <p>YES</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>Please see attached Equal opportunities and Diversity Policy.</p>	

2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p>Confirmed</p>	YES/NO

Section F: Contract Experience and References

1.	Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.					
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)	
1				Supply of Bakery Products ,Bread & Rolls to Schools.	Feb 2010 – Feb 2011	
2				Supply of Bread Cake & Morning goods Daily	Ongoing	
3				Supply of Bread Cake & Morning goods Daily	Ongoing	
4				Supply of Bread Cake & Morning goods Daily	Ongoing	
5				Supply of Bread Cake & Morning goods Daily	Ongoing	
6				Supply of Bread Cake & Morning goods Daily	Ongoing	
7				Supply of Bread Cake & Morning goods Daily	Ongoing	
8				Supply of Bread Cake & Morning goods Daily	Ongoing	
9				Supply of Bread Cake & Morning goods Daily	Ongoing	
10				Supply of Bread Cake & Morning goods Daily	Ongoing	

2.	
2.1	<p data-bbox="272 212 1358 349">Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply?</p> <p data-bbox="272 416 1337 584">We are a family owned and family run business with high values and impeccable Customer service. By using only high quality Ingredients and with over 40 years experience we believe our products are the best in Shropshire . We are on-call 24 hours a day to answer any questions you may have or to undertake any specific requirements.</p> <p data-bbox="272 618 1401 887">Caroline's / Bloomers Bakery was first established in 1971 by the Hughes family . Caroline's specialising in high quality confectionery and is based in Wrexham, Covering North and Mid Wales. Bloomers Bakery is based in Wem in North Shropshire therefore providing complete coverage of the Shropshire Area. Our new purpose built Bakery will be operational by late 2011 and will be based in the town of Wem ,Generating employment for over [REDACTED] This team of highly experienced bakers along with a fleet of [REDACTED] help us to maintain our extremely high standards of service to the Shropshire area.</p> <p data-bbox="272 920 1401 1122">Our dedicated fleet of Vehicles deliver to over 140 outlets on a daily basis , consisting of NHS , Local Government , Retail , and Social businesses. We currently supply a variety of hospitals , both in Shropshire and in North Wales and are currently supplying schools in North and South Shropshire. This is done on a daily basis before 9am. This ensures all sites have their product on time and "Fresh Everyday" which is our company moto.</p>

Section G:

Accreditations and Skills Level

1.	Accreditations				
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. (British Retail Consortium, National Association of Master Bakers) or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal	
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. (e.g. relevant ISO equivalent) or EU Equivalent.</p>				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
	Please provide copies of the certificates you have given above or other				Enclosed

	proof of the qualifications.	YES/NO
--	------------------------------	--------

Section H

Schedule of Delivery

Please indicate by ticking the boxes below which area(s) you are willing to supply. You may tender for the whole or areas of the County.

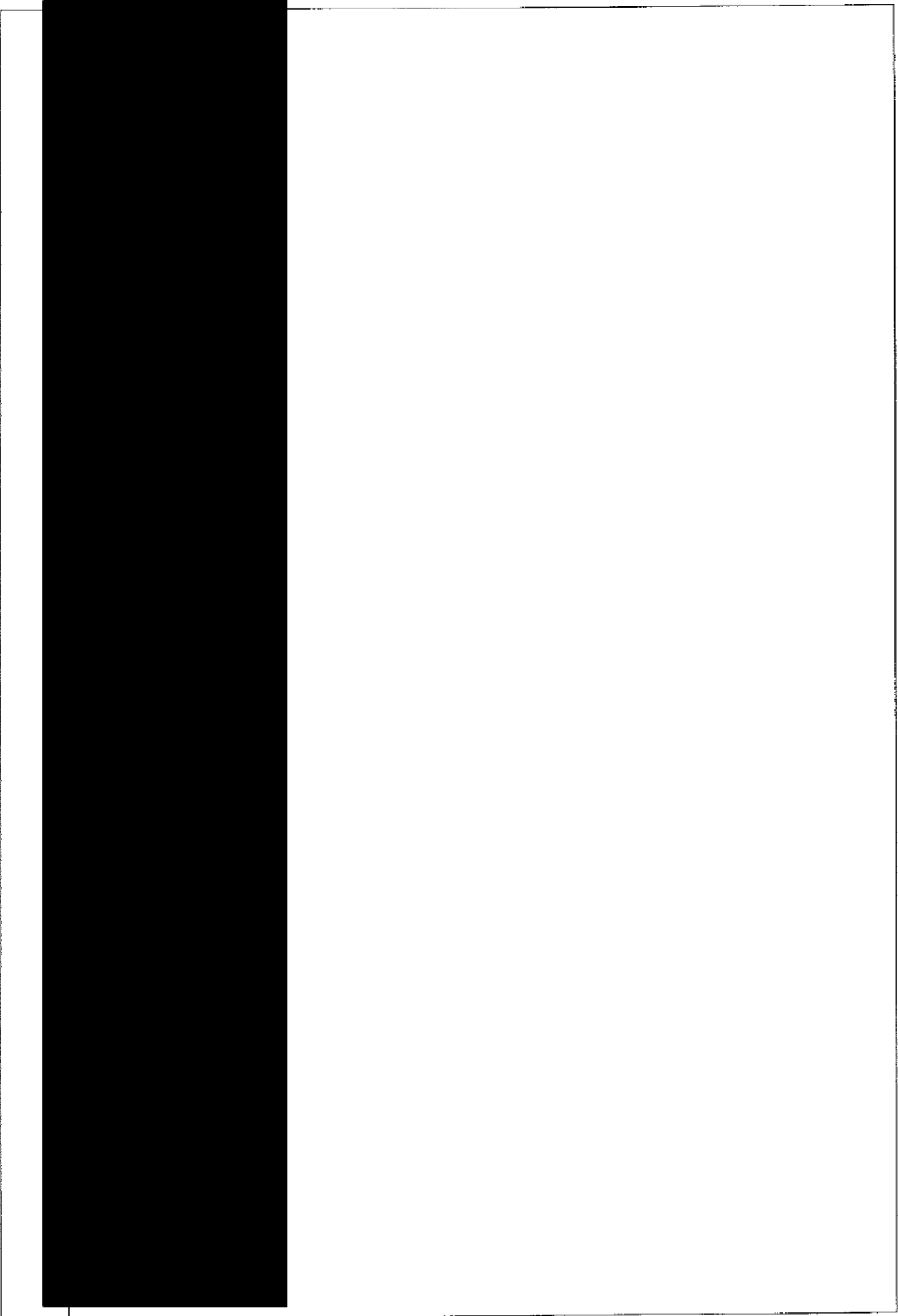
Shropshire

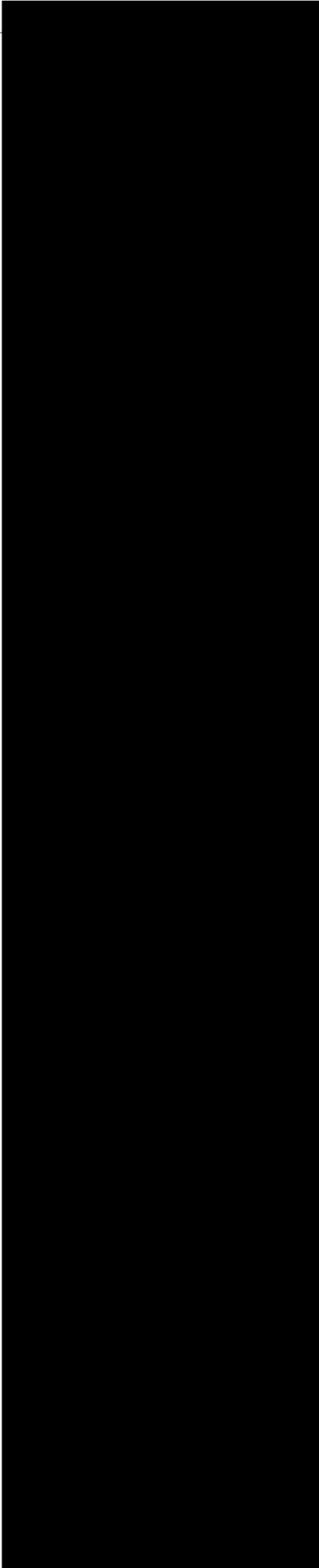
Area	Location	Tick
S1	Shrewsbury and Ellesmere	Yes
S2	Bridgnorth and Much Wenlock	No
S3	Bishop's Castle and Church Stretton	Yes
S4	Baschurch and Wem	Yes
S5	Shifnal	No
S6	Oswestry	Yes
S7	Pontesbury	Yes
S8	Ludlow	Yes

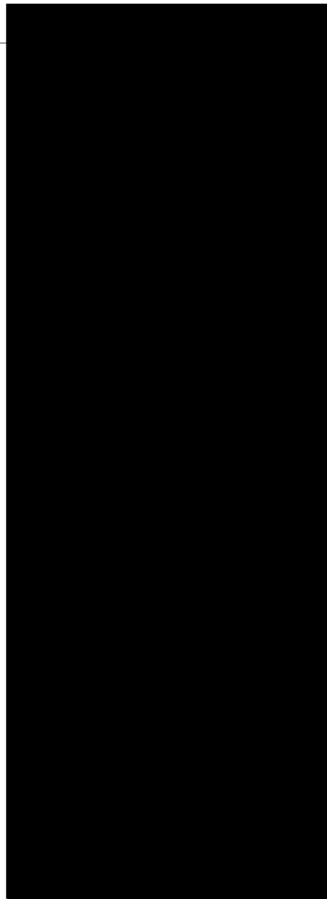
For a full breakdown of schools within each area please see the 'Specification' document which has been included in the tender pack.

Schedule I: Tender Schedule

1.	Pricing Schedule
1.1	<p>Please input your prices in pence for each of the items below. These should be fixed 12 month prices as per Clause 3 of the specification document. Where weights are not shown please insert the weight in grams. (N.B. All prices should be shown exclusive of VAT but should include delivery and all other charges)</p> <p><u>Item</u> <u>Weight</u> (grams/ each) <u>Usage</u> Daily per Secondary school <u>Price</u> (Pence/each) <u>Total Price</u></p> <div style="background-color: black; height: 450px; width: 100%;"></div>







We do not have any usage figures for the Community Service Establishments as their requirements vary considerably.

1.2 For all other items supplied, not shown in 1.1, please provide the discount of your price list.

Discount of price list

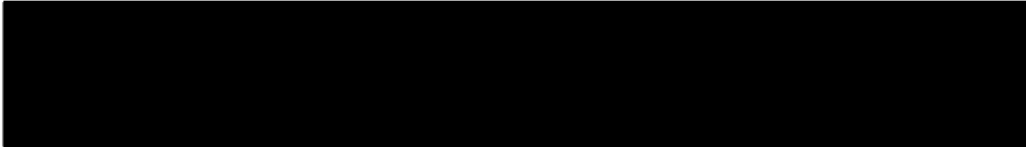


2.	Range of products	
2.1	<p>Please confirm that you are able to supply and deliver all of the products listed in point 4 of the 'Specification' document.</p> <p>Yes</p>	100 marks

2.2	<p>Please provide details of any products from 2.1 which you are unable to supply, giving details of any alternative products that you can offer.</p> <p>We could supply Doughnuts, Tea Cakes , Paradise slice or Chelsea Buns as an alternative</p>	50 marks
2.3	<p>Please enclose a product list with this tender.</p> <p>(N.B. Shropshire Council may request samples of your product to be delivered during the evaluation period of this tender)</p>	For info only

3.	Delivery	
3.1	Please state if you are able to offer a telesales service by which orders can be placed by individual establishments.	10 marks yes
3.2	If NO to 3.1, please state how you propose to obtain orders from individual establishments.	Inc. in above mark
3.3	<p>Please state the number of days that orders are required to be received before required delivery date</p> <p>Order needs to be placed by 3pm for delivery the next morning.</p>	20 marks

3.4	Please show below full details of your delivery vehicle(s) indicating the type of vehicle, number, size and age. 6 x Mercedes Sprinter panel vans approximately 4mtr in length all aged between 3-5 years old	30 marks
3.5	What energy emissions do the vehicles you use for delivery produce 0g/km	20 marks
3.6	Please state what type of packaging is used for delivery Returnable plastic tray with products over wrapped to protect from elements	20 marks

4.0	Premises	
4.1	Please give full details of the premises you would use to deliver this contract, including location, size and details of current work carried out at the premises Unit c3 Wem Industrial estate Wem Shropshire SY4 5SD 7000 SQ FOOT BAKING	50 marks
4.2	Please confirm if you own or lease your premises and if leased the length of your current lease and its expiry date 	50 marks

5.	For Information only
-----------	-----------------------------

5.1	<p>Please detail the address for which orders should be sent to:</p> <p>Address:unit c3 Wem industrial estate Wem Shropshire</p> <p>Postcode:SY4 5SD</p> <p>Tel:01939 236200</p> <p>Email: [REDACTED]</p>
5.2	<p>Please detail the address(s) for which orders will be prepared and delivered from:</p> <p>Address:Unit c3 Wem industrial estate Wem Shropshire</p> <p>Postcode:SY4 5SD</p> <p>Tel:01939 236200</p> <p>Email: [REDACTED]</p>

Section J: **Warranty from Contractor**

I warrant that all goods supplied to the Authorities under the above arrangement will meet

EITHER: The requirement of UK legislation as listed here:

The Food Safety Act 1990 and all regulations made thereunder.

The Trade Description Acts 1968 and all regulations made thereunder.

The Weights and Measure Act 1985 and all regulations made thereunder.

The Food Labelling Regulations 1996.

The Food and Environment Protection Act 1985 and all regulations made thereunder.

The Materials and Articles in contact with Food Regulations 1987 and all relevant amendments.

All regulations made as a result of the requirements of EC Directives or Regulations.

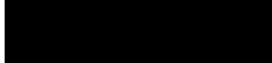
OR: The requirement of any appropriate National Standard of another EC Member State

Personal Information

and/or any appropriate International Standards which offer equivalent guarantees of safety suitability and fitness for purpose. Please indicate below the relevant standard you comply with:

AND: Will not contain any of the synthetic colours/additives and hydrogenated fat contained in the attached list of food additives to be avoided ('Shropshire Council Food Policy 2004' section K of the 'Tender Response Document')

I undertake to carry out in relation to all goods supplied by us, such checks as a diligent manufacturer or supplier would reasonably carry out in order to ensure compliance with the afore-mentioned legislation and regulations and agree to supply to the Contracting Authorities on demand with the results of all relevant checks.

Signed _____ Name  (please print)

Designation Director _____ Date 20 October 11 _____

SECTION K SHROPSHIRE COUNCIL FOOD POLICY 2004 Education Catering Services - Food Additives avoided

Listed below are ALL the synthetic colours and some of the preservatives and antioxidants used by food manufactures

COLOURS

E102	Tartrazine
E104	Quinoline Yellow
E110	Sunset Yellow FCF
E122	Carmoisine or Azorubine
E123	Amaranth
E124	Ponceau 4R or Cochineal
E127	Erythrosine B5
E128	Red 2G
E129	Allura Red AC
E131	Patient Blue V
E132	Indigo Carmine or Indigotine
E133	Brilliant Blue FCF
E142	Green S (Acid Brilliant Green)
E150	Caramel (a) (b) (c) (d)
E151	Black PN (Brilliant Black BN)
E153	Carbon Black (Vegetable Carbon)
E154	Brown FK (Kipper Brown)
E155	Brown HT
E161(g)	Canthaxanthin
E173	Aluminium

Some preservatives, 'The Sulphites', are known to be a problem for asthmatics

E221	Sodium sulphite
E222	Sodium hydrogen sulphite
E223	Sodium metabisulphite
E224	Potassium metasilphite
E226	Calcium sulphite
E227	Calcium bisulphite
E228	Potassium hydrogen sulphite

Other additives which can be a problem for asthmatics or aspirin sensitive people (possibly those sensitive to 'salicylates')

E212	Potassium Benzoate
E213	Calcium Benzoate
E214	Ethyl 4 hydroxybenzoate
E215	Ethyl 4 hydroxybenzoate
E216	Propyl 4 hydroxybenzoate
E217	Propyl 4 hydroxybenzoate
E218	Methyl 4 hydroxybenzoate
E219	Methyl 4 hydroxybenzoate
E230	Diphenyl

E180 Pigment Rubine (Linthol Rubine BK)

FLAVOURINGS

All flavourings unless clearly stated 'Natural' must be avoided. Flavourings do not have 'E' numbers

Flavour Enhancers

E621 Monosodium glutamate (MSG)

E622 Monopotassium glutamate (MPG)

Anti-Oxidants

E320 Butylated Hydroxy Anisole (BHA)

E321 Butylated Hydroxy Toluene (BHT)

Preservatives

E210 Benzoic Acid

E211 Sodium Benzoate

E220 Sulphur Dioxide

E249 Potassium Nitrite

E250 Sodium Nitrite

E251 Sodium Nitrate

E252 Potassium Nitrate

E282 Calcium Propionate (bread preservative)

E231 Ortho phenylphenol

E232 Sodium Orthophylphenate

E233 Thiabendazole

E234 Nisin

E235 Natamycin

Other additives not allowed for infants and young children

Anti – Oxidants

E310 Propyl gallate

E311 Octyl gallate

E312 Dodecyl gallate

Sweeteners

E950 Acesulfame

E951 Aspartame

E953 Isomalt

E954 Saccharin

E965 (i) (ii) Malitol

E966 Lactitol

E967 Xylitol

E120 Cochineal/carminic acid is a natural colouring but some parents have reported reactions.

Fats

Hydrogenated Fat



Tender Response Document

RMC 027(4) – Supply and Delivery of Bread & Bakery Products

Name of TENDERING
ORGANISATION
(please insert)

CATHERINES BAKERY LIMITED

Shropshire Council Tender Response Document

Contract Description:

The supply and delivery of bread and bakery products to Shropshire Council schools and Community Services' establishments. Deliveries are to be made daily or as required by individual establishments. The contract is divided into 8 delivery areas and applicants can tender for the whole or areas of the county. The contract is for an initial period of 2 years commencing on 1st December 2011, with the option to extend for a further period of 2 years.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: Nigel Denton, Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND or via email quoting the contract reference to procurement@shropshire.gov.uk
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	9
C	Financial & Insurance Information	11
D	Outstanding Claims & Contract Terminations	13

E	Health & Safety and Equal Opportunities	14
F	Contract Experience and References	20
G	Accreditations and Skills Level	22
H	Schedule of Delivery	23
I	Tender Schedule	24
J	Warranty from Contractor	28
K	Shropshire Council Food Policy 2004 – Additive List	29

Award Criteria

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

Selection Criteria - Pass/Fail Questions

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

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

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

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

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

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

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the

Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (400 marks)		
Section B / Q 1	Price	40% / 400 max marks
Total for price		40% / 400 max marks
Quality 60% (600 marks)		
Section I / Q 2	Range of products	15% / 150 max marks
Section I / Q 3	Delivery	10% / 100 max marks
Section I / Q4	Premises	10% / 100 max marks
After the above criteria has been marked a short-list of tenderers will be agreed		
Short-listed tenderers will have their product quality assessed by taste and given additional marks from the 250 marks shown below. This will then be added to calculate a final score.		
Separate assessment	Product Quality (assessed by test)	25% / 250
Total for quality		60% / 600 marks

Details of total marks for individual questions are set out in each question in Section I of the Tender Response Document.

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	

Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

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

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being 400. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Total price will be calculated by using the total price figure shown in Schedule I question 1.1

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the supply of bread and bakery products

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

Signe

Name.....

Date19.10.2011.....

DesignationDIRECTOR.....

Company..... CATHERINES BAKERY LIMITED.....

AddressUNITS 2&3 MUCKLEY CROSS.....

.....MORVILLE, BRIDGNORTH, SHROPSHIRE.....

..... Post CodeWV16 4RR.....

Tel No ...01746 714499.....

Fax No01746 714498.....

E-mail addresscatherines.bakery@btconnect.com

Web address

SHROPSHIRE COUNCIL
Legal & Democratic

24 OCT 2011

TENDER No RMC 027 (4)

SIGNATURES

Ethan

Blair

Section A:
2. Non-Canvassing Certificate

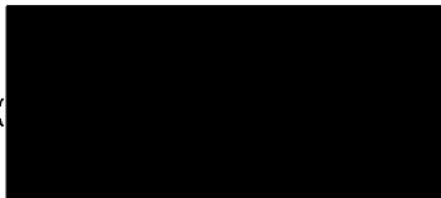
Non-Canvassing Certificate

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

We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (



Status.....DIRECTOR.....

Signed (2)

Status.....DIRECTOR.....

(For and on behalf ofCATHERINES BAKERY LIMITED.....)

Date19.10.11.....

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

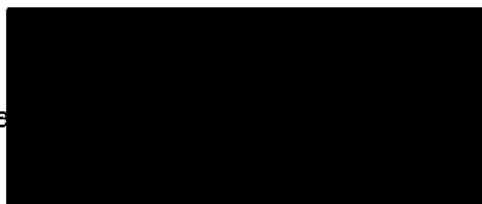
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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

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

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

Signature



Status.....DIRECTOR.....

Signed (2)

Status.....DIRECTOR.....

(For and on behalf ofCATHERINES BAKERY LIMITED.....)

Date19.10.11.....

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

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

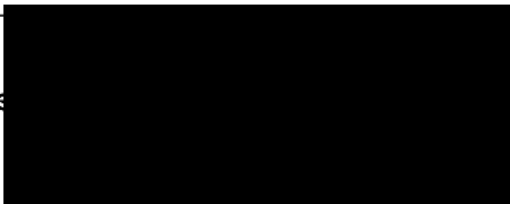
No

If yes, please give details:

Name	Relationship

Please note:



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

Signed		Status.....DIRECTOR.....
Signed (2)	Status.....DIRECTOR.....
(For and on behalf ofCATHERINES BAKERY LIMITED.....)		
Date19.10.11.....		

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	<p>Name of contracting Company/Organisation: CATHERINES BAKERY LIMITED</p> <p>Address: UNITS 2 & 3 MUCKLEY CROSS, MORVILLE, BRIDGNORTH, SHROPSHIRE</p> <p>Postcode: WV16 4RR</p> <p>Tel: 01746 714499</p> <p>Email: catherines.bakery@btconnect.com</p>	
1.2	<p>Registered name (if different from above):</p> <p>Registered Office Address: 64 HIGH STREET, BROSELEY, SHROPSHIRE,</p> <p>Postcode: TF12 5EY</p> <p>Company registration number: 4659685</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: JOHN POWERS</p> <p>Job title: DIRECTOR</p> <p>Correspondence Address: UNITS 2 & 3 MUCKLEY CROSS, MORVILLE, BRIDGNORTH, SHROPSHIRE</p> <p>Postcode: WV16 4RR</p> <p>Tel: 01746 714499</p> <p>Email: catherines.bakery@btconnect.com</p>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	X
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	

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

2.	Company History/Background	
2.1	Date Company established:	APPROXIMATELY 100 YEARS
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	<p>How many years has your company been providing bread and bakery products?</p> <p>18..... years WITH THIS OWNER</p>	
2.5	Total number of employees: 	
2.6	<p>Total number of employees engaged solely in the provision of bread and bakery?</p> <p></p>	

Section C:

Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p> </div> <div style="width: 50%; background-color: black; height: 150px; margin: 0 auto;"></div> </div>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p> </div> <div style="width: 50%;"> <p>.....AS ABOVE.....</p> </div> </div>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO

2.	Financial Details																				
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts) Also provide copies of your last 3 years audited accounts. If audited accounts are not available please provide copies of your management accounts</p> <table border="1"> <thead> <tr> <th colspan="3"><u>Company</u></th><th>Account s Enclosed</th></tr> <tr> <th><u>Year</u></th><th><u>Turnover</u></th><th><u>Profit(Loss)</u></th><th></th></tr> </thead> <tbody> <tr> <td>2007/08</td><td>£.....</td><td>£.....</td><td>YES/NO</td></tr> <tr> <td>2008/09</td><td>£.....</td><td>£.....</td><td>YES/NO</td></tr> <tr> <td>2009/10</td><td>£.....</td><td>£.....</td><td>YES/NO</td></tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2007/08	£.....	£.....	YES/NO	2008/09	£.....	£.....	YES/NO	2009/10	£.....	£.....	YES/NO
<u>Company</u>			Account s Enclosed																		
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2008/09	£.....	£.....	YES/NO																		
2009/10	£.....	£.....	YES/NO																		
2.2	<p>Please show below your company's turnover in the provision of bread and bakery in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1"> <thead> <tr> <th><u>Year</u></th><th><u>Turnover in relation to bread and bakery</u></th></tr> </thead> <tbody> <tr> <td>2007/08</td><td>£.....</td></tr> <tr> <td>2008/09</td><td>£.....</td></tr> <tr> <td>2009/10</td><td>£.....</td></tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	<u>Turnover in relation to bread and bakery</u>	2007/08	£.....	2008/09	£.....	2009/10	£.....												
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2007/08	£.....																				
2008/09	£.....																				
2009/10	£.....																				

Section D:
Outstanding Claims and Contract Terminations

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

2.	Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.	
	NONE	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.	
	NONE	

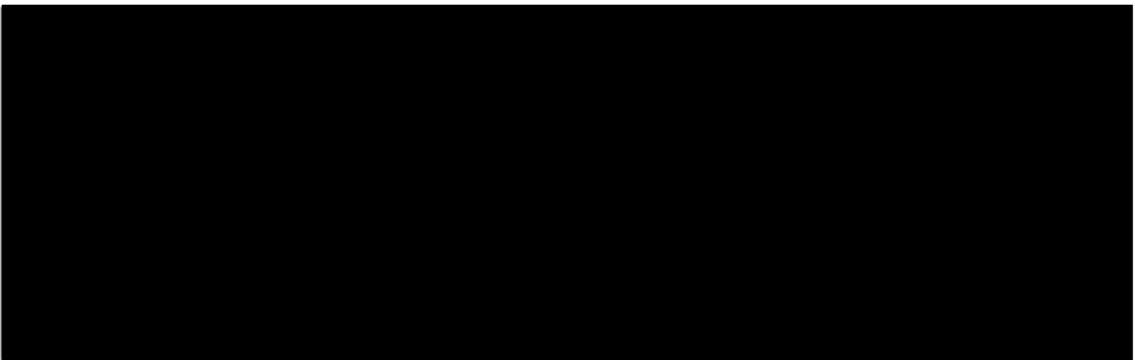
Section E: **Health & Safety and Equal Opportunities**

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

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).							
1.6	Do you routinely carry out Risk Assessments?	YES						
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.) AS AND WHEN IT IS NECESSARY THESE ARE CARRIED OUT							
1.8	Do you have a health and safety training programme for employees?	YES						
1.9	If YES to 1.8 please state what training has been given. Normal day to day on the job training WHATEVER IS NECESSARY							
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES YES YES						
1.11	Does your company have a recognised health & safety management system? Please give details below:	NO						
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2">Total</th> </tr> </thead> <tbody> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td>NONE</td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td>NONE</td> </tr> </tbody> </table>		Total		No. of accidents reported under RIDDOR last year	NONE	No. of accidents reported under RIDDOR this year	NONE
Total								
No. of accidents reported under RIDDOR last year	NONE							
No. of accidents reported under RIDDOR this year	NONE							

1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>ON A DAY TO DAY BASIS, AS IS NECESSARY</p>	YES
1.14	Will you be using any sub contractors as part of this contract?	NO
1.15	If YES to 1.14 please give details of who your sub contractors are.	
1.16	If YES to 1.14 how do you ensure they are competent?	
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p>LOCAL HEALTH & SAFETY DIRECTIVES</p>	

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <p>- UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> - Sex Discrimination Act 1975 - Equal Pay Acts 1970 and 1983 - Race Relations Act 1976 - Disability Discrimination Acts 1995 and 2005 - Employment Equality (Religion or Belief) Regulations 2003 - Employment Equality (Sexual Orientation) Regulations 2003 - Human Rights Act 1998 - Equality Act 2006 	Enclosed YES
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> - Promote equality of opportunity between disabled persons and other persons - Eliminate unlawful harassment and discrimination - Promote positive attitudes towards all people - Encourage participation by disabled people - Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike). - Take active steps to promote equality of opportunity between men and women when carrying out their functions and activities - To promote good race relations 	

	How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?	
		
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input type="checkbox"/></p> <p>WE TAKE ADVICE FROM OUR LOCAL JOB CENTRE, WHERE ALL OUR VACANCIES ARE ADVERTISED.</p>	<p>YES</p> <p>YES</p> <p>YES</p>

2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p> <p>ALL ADVERTS FOR EMPLOYEES ARE WORDED TO ENCOURAGE APPLICANTS FROM ALL GROUPS OF PEOPLE.</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age. Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>WE HAVE NEVER HAD ANY PROBLEMS OF THIS NATURE ARISE. WE HAVE ON OUR STAFF PEOPLE FROM 16 TO 68.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p>Confirmed</p>	YES/NO

Section F: Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1	SCHOOL CONTRACTS ARE BEING UNDERTAKEN NOW				
2					
3					
4					
5					
6					
7					
8					
9					
10					

2.	
2.1	<p data-bbox="277 206 1356 342">Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required supply?</p> <p data-bbox="277 477 1401 712">WE ARE A FIRST CLASS BAKERY AND ARE IN A POSITION TO SUPPLY BOTH WHOLESALE AND RETAIL. WE ARE ALSO SMALL ENOUGH THAT WE CAN UNDERTAKE SPECIFIC NEEDS FOR CUSTOMERS. WE HAVE A PROVEN TRACK RECORD OVER THE YEARS FOR QUALITY PRODUCTS. WE HAVE UNDERTAKEN SCHOOLS CONTRACTS FOR SEVERAL YEARS WITHOUT EVER LETTING THEM DOWN SO FEEL THIS SHOULD BE PROOF OF OUR COMPETENCE TO UNDERTAKE THIS CONTRACT.</p>

Section G: **Accreditations and Skills Level**

1.	Accreditations				
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application i.e. (British Retail Consortium, National Association of Master Bakers) or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal	
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO	
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates i.e. (e.g. relevant ISO equivalent) or EU Equivalent.</p>				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.			Enclosed YES/NO	

Section H

Schedule of Delivery

Please indicate by ticking the boxes below which area(s) you are willing to supply. You may tender for the whole or areas of the County.

Shropshire

Area	Location	Tick
S1	Shrewsbury and Ellesmere	X
S2	Bridgnorth and Much Wenlock	X
S3	Bishop's Castle and Church Stretton	
S4	Baschurch and Wem	
S5	Shifnal	X
S6	Oswestry	
S7	Pontesbury	
S8	Ludlow	

For a full breakdown of schools within each area please see the 'Specification' document which has been included in the tender pack.

Schedule I: Tender Schedule

1.	Pricing Schedule																																																																											
1.1	<p>Please input your prices in pence for each of the items below. These should be fixed 12 month prices as per Clause 3 of the specification document. Where weights are not shown please insert the weight in grams. (N.B. All prices should be shown exclusive of VAT but should include delivery and all other charges)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 30%; text-align: left;"><u>Item</u></th> <th style="width: 15%; text-align: center;"><u>Weight</u> (grams/ each)</th> <th style="width: 15%; text-align: center;"><u>Usage</u> Daily per Secondary school</th> <th style="width: 20%; text-align: center;"><u>Price</u> (Pence/each)</th> <th style="width: 20%; text-align: center;"><u>Total Price</u></th> </tr> </thead> <tbody> <tr><td>Large loaves, white sliced</td><td></td><td></td><td></td><td></td></tr> <tr><td>Large loaves, wholemeal sliced</td><td></td><td></td><td></td><td></td></tr> <tr><td>Large loaves, granary sliced</td><td></td><td></td><td></td><td></td></tr> <tr><td>Soft white rolls</td><td></td><td></td><td></td><td></td></tr> <tr><td>Soft wholemeal rolls</td><td></td><td></td><td></td><td></td></tr> <tr><td>Granary rolls</td><td></td><td></td><td></td><td></td></tr> <tr><td>White mini finger rolls</td><td></td><td></td><td></td><td></td></tr> <tr><td>Large rolls white</td><td></td><td></td><td></td><td></td></tr> <tr><td>Large rolls wholemeal</td><td></td><td></td><td></td><td></td></tr> <tr><td>French stick</td><td></td><td></td><td></td><td></td></tr> <tr><td>Twists</td><td></td><td></td><td></td><td></td></tr> <tr><td>Crumpets</td><td></td><td></td><td></td><td></td></tr> <tr><td>Muffins</td><td></td><td></td><td></td><td></td></tr> <tr><td>Total</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	<u>Item</u>	<u>Weight</u> (grams/ each)	<u>Usage</u> Daily per Secondary school	<u>Price</u> (Pence/each)	<u>Total Price</u>	Large loaves, white sliced					Large loaves, wholemeal sliced					Large loaves, granary sliced					Soft white rolls					Soft wholemeal rolls					Granary rolls					White mini finger rolls					Large rolls white					Large rolls wholemeal					French stick					Twists					Crumpets					Muffins					Total				
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Muffins																																																																												
Total																																																																												


	We do not have any usage figures for the Community Service Establishments as their requirements vary considerably.
1.2	For all other items supplied, not shown in 1.1, please provide the discount of your price list. Discount of price list [REDACTED] %

2.	Range of products	
2.1	<p>Please confirm that you are able to supply and deliver all of the products listed in point 4 of the 'Specification' document.</p> <p>NO</p>	100 marks
2.2	<p>Please provide details of any products from 2.1 which you are unable to supply, giving details of any alternative products that you can offer.</p> <p>WE DO NOT PRODUCE CRUMPETS OR MUFFINS – NO SIMILAR PRODUCT CAN BE OFFERED AS AN ALTERNATIVE.</p>	50 marks
2.3	<p>Please enclose a product list with this tender.</p> <p>(N.B. Shropshire Council may request samples of your product to be delivered during the evaluation period of this tender)</p>	For info only

3.	Delivery	
3.1	<p>Please state if you are able to offer a telesales service by which orders can be placed by individual establishments.</p> <p>YES – ORDERS CAN BE PLACED BY TELEPHONE BETWEEN 9 am AND 3.30 pm</p>	10 marks

3.2	If NO to 3.1, please state how you propose to obtain orders from individual establishments.	Inc. in above mark
3.3	<p>Please state the number of days that orders are required to be received before required delivery date</p> <p>ONE DAY</p>	20 marks
3.4	<p>Please show below full details of your delivery vehicle(s) indicating the type of vehicle, number, size and age.</p> <p>FORD TRANSIT VAN, LONG WHEELBASE, REGISTERED 2007</p> <p>LDV MAXUS, REGISTERED 2008</p> <p>FORD TRANSIT, LONG WHEEL BASE, REGISTERED 2010</p>	30 marks
3.5	What energy emissions do the vehicles you use for delivery produce	20 marks
3.6	<p>Please state what type of packaging is used for delivery</p> <p>MINIMUM WRAPPING ONLY –</p> <p>JUST BAKERY BASKETS WHICH ARE RETURNABLE</p>	20 marks

4.0	Premises	
4.1	<p>Please give full details of the premises you would use to deliver this contract, including location, size and details of current work carried out at the premises</p> <p>OUR OWN BAKERY, CURRENT WORK CARRIED OUT BREAD AND CONFECTIONERY PRODUCTS. LOCATION 2&3 MUCKLEY CROSS, MORVILLE, BRIDGNORTH</p> <p>APPROXIMATELY 7500 SQ.FT.</p>	50 marks

4.2	Please confirm if you own or lease your premises and if leased the length of your current lease and its expiry date	50 marks
		

5.	For Information only
5.1	<p>Please detail the address for which orders should be sent to:</p> <p>Address: UNITS 2&3 MUCKLEY CROSS, MORVILLE, BRIDGNORTH, SHROPSHIRE</p> <p>Postcode: WV16 4RR</p> <p>Tel: 01746 714499</p> <p>Email: catherines.bakery@btconnect.com</p>
5.2	<p>Please detail the address(s) for which orders will be prepared and delivered from:</p> <p>Address: UNITS 2&3 MUCKLEY CROSS, MORVILLE, BRIDGNORTH, SHROPSHIRE</p> <p>Postcode: WV16 4RR</p> <p>Tel: 01746 714499</p> <p>Email: catherines.bakery@btconnect.com</p>

Section J: **Warranty from Contractor**

I warrant that all goods supplied to the Authorities under the above arrangement will meet

EITHER: The requirement of UK legislation as listed here:

The Food Safety Act 1990 and all regulations made thereunder.

The Trade Description Acts 1968 and all regulations made thereunder.

The Weights and Measure Act 1985 and all regulations made thereunder.

Personal Information

The Food Labelling Regulations 1996.

The Food and Environment Protection Act 1985 and all regulations made thereunder.

The Materials and Articles in contact with Food Regulations 1987 and all relevant amendments.

All regulations made as a result of the requirements of EC Directives or Regulations.

OR: The requirement of any appropriate National Standard of another EC Member State and/or any appropriate International Standards which offer equivalent guarantees of safety suitability and fitness for purpose. Please indicate below the relevant standard you comply with:

AND: Will not contain any of the synthetic colours/additives and hydrogenated fat contained in the attached list of food additives to be avoided ('Shropshire Council Food Policy 2004' section K of the 'Tender Response Document')

**** WE DO STATE THAT NUTS ARE PRESENT IN SOME OF OUR MANUFACTURING PROCESS AND CROSS CONTAMINATION COULD BE PRESENT.**

I undertake to carry out in relation to all goods supplied by us, such checks as a diligent manufacturer or supplier would reasonably carry out in order to ensure compliance with the afore-mentioned legislation and regulations and agree to supply to the Contracting Authorities on [REDACTED] checks.

Signature [REDACTED] Name JOHN POWERS
(please print)

Designation DIRECTOR

Date 19.10.11

SECTION K

SHROPSHIRE COUNCIL FOOD POLICY 2004

Education Catering Services - Food Additives avoided

Listed below are ALL the synthetic colours and some of the preservatives and antioxidants used by food manufactures

COLOURS

E102	Tartrazine
E104	Quinoline Yellow
E110	Sunset Yellow FCF
E122	Carmoisine or Azorubine
E123	Amaranth
E124	Ponceau 4R or Cochineal
E127	Erythrosine B5
E128	Red 2G
E129	Allura Red AC
E131	Patient Blue V
E132	Indigo Carmine or Indigotine
E133	Brilliant Blue FCF
E142	Green S (Acid Brilliant Green)
E150	Caramel (a) (b) (c) (d)
E151	Black PN (Brilliant Black BN)
E153	Carbon Black (Vegetable Carbon)
E154	Brown FK (Kipper Brown)
E155	Brown HT
E161(g)	Canthaxanthin
E173	Aluminium
E180	Pigment Rubine (Linthol Rubine BK)

FLAVOURINGS

All flavourings unless clearly stated 'Natural' must be avoided. Flavourings do not have 'E' numbers

Flavour Enhancers

E621	Monosodium glutamate (MSG)
E622	Monopotassium glutamate (MPG)

Anti-Oxidants

E320	Butylated Hydroxy Anisole (BHA)
E321	Butylated Hydroxy Toluene (BHT)

Preservatives

E210	Benzoic Acid
E211	Sodium Benzoate
E220	Sulphur Dioxide
E249	Potassium Nitrite
E250	Sodium Nitrite
E251	Sodium Nitrate
E252	Potassium Nitrate
E282	Calcium Propionate (bread preservative)

Some preservatives, 'The Sulphites', are known to be a problem for asthmatics

E221	Sodium sulphite
E222	Sodium hydrogen sulphite
E223	Sodium metabisulphite
E224	Potassium metasulphite
E226	Calcium sulphite
E227	Calcium bisulphite
E228	Potassium hydrogen sulphite

Other additives which can be a problem for asthmatics or aspirin sensitive people (possibly those sensitive to 'salicylates')

E212	Potassium Benzoate
E213	Calcium Benzoate
E214	Ethyl 4 hydroxybenzoate
E215	Ethyl 4 hydroxybenzoate
E216	Propyl 4 hydroxybenzoate
E217	Propyl 4 hydroxybenzoate
E218	Methyl 4 hydroxybenzoate
E219	Methyl 4 hydroxybenzoate
E230	Diphenyl
E231	Ortho phenylphenol
E232	Sodium Orthophenylphenate
E233	Thiabendazole
E234	Nisin
E235	Natamycin

Other additives not allowed for infants and young children

Anti - Oxidants

E310	Propyl gallate
E311	Oxtyl gallate
E312	Dodecyl gallate

Sweeteners

E950	Acesulfame
E951	Aspartame
E953	Isomalt
E954	Saccharin
E965	(i) (ii) Malitol
E966	Lactitol
E967	Xylitol
E120	Cochineal/carmine acid is a natural colouring but some parents have reported reactions.

Fats

Hydrogenated Fat

Mr Mark Hughes
Bloomers Bakery
Unit C3
Wem Industrial Estate
Wem
Shropshire
SY4 5SD

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 9th November 2011
My ref: RMC 027(4)

Dear Sirs

**RMC 027(4) - SUPPLY AND DELIVERY OF BREAD & BAKERY PRODUCTS
COMMENCING ON 1 DECEMBER 2011 FOR A PERIOD OF 2 YEARS WITH THE OPTION
TO EXTEND FOR A FURTHER 2 YEAR PERIOD**

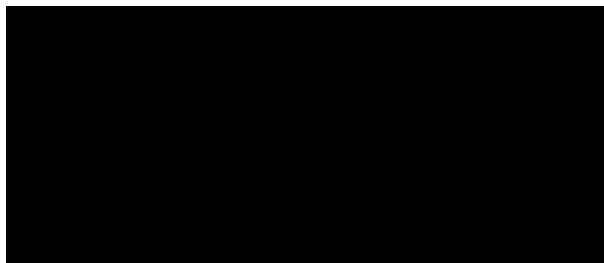
**GEOGRAPHICAL AREAS: SHREWSBURY & ELLESMERE, BISHOPS CASTLE &
CHURCH STRETTON, BASCHURCH & WEM, OSWESTRY, PONTESBURY & LUDLOW**

I confirm that your tender relating to the above framework has been accepted for the above geographical areas subject to the successful expiry of the mandatory standstill period (which will expire on 21st November 2011).

The information provided by the invitation to tender documentation and your tender response will form the basis of the framework arrangement.

Please note that Shropshire Council cannot commit to any particular level of expenditure against this framework arrangement.

This framework is subject to the General Terms and Conditions of Shropshire Council together with our invitation to tender documentation, copies of which you have already received and your tender response.



Janet Croft
General Manager

Bill Campbell
Business Operations Manager

Mr John Powers
Catherine's Bakery Ltd
Units 2 & 3 Muckley Cross
Morville
Bridgnorth
Shropshire
WV16 4RR

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 9th November 2011
My ref: RMC 027(4)

Dear Sirs

**RMC 027(4) - SUPPLY AND DELIVERY OF BREAD & BAKERY PRODUCTS
COMMENCING ON 1 DECEMBER 2011 FOR A PERIOD OF 2 YEARS WITH THE OPTION
TO EXTEND FOR A FURTHER 2 YEAR PERIOD**

GEOGRAPHICAL AREAS: BRIDGNORTH & MUCH WENLOCK, SHIFNAL

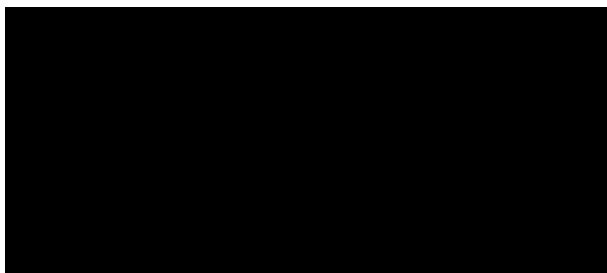
I confirm that your tender relating to the above framework has been accepted for the above geographical areas subject to the successful expiry of the mandatory standstill period (which will expire on 21st November 2011).

The information provided by the invitation to tender documentation and your tender response will form the basis of the framework arrangement.

Please note that Shropshire Council cannot commit to any particular level of expenditure against this framework arrangement.

However, I do have to inform you that your tender was unsuccessful for the Shrewsbury & Ellesmere area. This area was awarded to the tenderer that was ranked first overall.

This framework is subject to the General Terms and Conditions of Shropshire Council together with our invitation to tender documentation, copies of which you have already received and your tender response.



Janet Croft
General Manager

Bill Campbell
Business Operations Manager

