

European Union

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Contract notice

(Directive 2004/18/EC)

Section I: Contracting authority

I.1) Name, addresses and contact	point(s):		
Official name: Shropshire Council		National ID: (if kn	own)
Postal address: Shirehall, Abbey For	egate		
Town: SHREWSBURY	Postal code: SY2	6ND	Country: United Kingdom (UK)
Contact point(s):		Telephone: +44 17	743252993
For the attention of:			
E-mail: procurement@shropshire.go	v.uk	Fax: +44 174325	3910
Internet address(es): (if applicable)			
General address of the contracting a	uthority/entity: <i>(UR</i>	L) www.Shropshire	e.gov.uk
Address of the buyer profile: (URL)			
Electronic access to information: <i>(UI</i>	RL)		
Electronic submission of tenders and	requests to particip	oate: <i>(URL)</i>	
Further information can be obtaine	ed from		
The above mentioned contact point	nt(s) O Other (plea	ase complete Anne	ex A.I)
Specifications and additional docu purchasing system) can be obtain		documents for co	ompetitive dialogue and a dynamic
The above mentioned contact point	nt(s) \bigcirc Other (plea	se complete Anne	x A.II)
Tenders or requests to participate	must be sent to		
O The above mentioned contact poi	nt(s) Other (plea	ase complete Anno	ex A.III)
I.2) Type of the contracting authori	ity		
\bigcirc Ministry or any other national or fe	ederal authority, incl	uding their regiona	al or local sub-divisions
O National or federal agency/office			
Regional or local authority			
O Regional or local agency/office			
O Body governed by public law			
O European institution/agency or int	ernational organisa	tion	
O Other: (please specify)			

I.3) Main activity

 \square Defence

oxtimes General public services

☐ Public order and safety
□ Environment
☐ Economic and financial affairs
□ Health
☐ Housing and community amenities
□ Social protection
☐ Recreation, culture and religion
□ Education
□ Other: (please specify)
I.4) Contract award on behalf of other contracting authorities
The contracting authority is purchasing on behalf of other contracting authorities:
● yes O no
information on those contracting authorities can be provided in Annex A

Section II: Object of the contract

II.1) Description:

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

IMC 111 - Groceries, Provisions and Frozen Food 2014

II.1.2) Type of contract and location choose one category only – works, such that contract or purchase(s)		or of performance : responds most to the specific object of your
• • • • • • • • • • • • • • • • • • • •		
○ Works	SuppliesPurchase	O Services Service category No:
☐ Design and execution ☐ Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities	O Lease O Rental O Hire purchase O A combination of these	Please see Annex C1 for service categories
Main site or location of works, place	of delivery or of performance :	
NUTS code: UKG II.1.3) Information about a public of (DPS): The notice involves a public contract of the notice involves the establishm the notice involves the setting up II.1.4) Information on framework at O Framework agreement with seven Number: or (if applicable) maximum number:	act nent of a framework agreement of a dynamic purchasing syster agreement: (if applicable) ral operators	ent or a dynamic purchasing system m (DPS) ork agreement with a single operator nework agreement envisaged
Duration of the framework agreen Duration in years: 4 or in months		
Justification for a framework agreem	ent, the duration of which excee	eds four years :
Estimated total value of purchase figures only) Estimated value excluding VAT: 96 or Range: between: : and:		e framework agreement (if applicable, give
Frequency and value of the contract	s to be awarded : (if known)	

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

A contract for the supply and distribution of groceries, provisions and frozen foods to Shropshire Council for an initial period of 2 years commencing on 16th February 2015 with the option to extend for a further period of 2 years. The Council are seeking a sole contractor to supply and distribute groceries, provisions and frozen foods to their establishments (mainly schools) throughout Shropshire and neighbouring areas Worcestershire, Herefordshire, Cheshire, North Wales and West Midlands which are serviced by Shire Services. The Council wishes to consider tenders for the provision of both requirements (groceries & provisions and frozen foods) by a sole contractor.

II.1.6) Common procurement vocabulary (CPV):

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	15000000	
Additional object(s)	15800000	

II.1.7)	Information about	Government	Procurement	Agreement	(GPA) :	
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								_	_
The	contract is	covered by	y the Gave	rnment Pro	ocurement A	Aareement (CDV	OVES	● no

II.1.8) Lots:	(for information about lots, use Annex B as many times as there are lots)
	is divided into lots: ○ yes ● no
(II yes) Tenu	ers may be submitted for
O one lot only	1

O one or more lots

O all lots

II.1.9) Information about variants:

Variants will be accepted : ○ yes ● no

II.2) Quantity or scope of the contract:

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

(if applicable, give figures only)

Estimated value excluding VAT: 9600000.00 Currency: GBP

or

Range: between : : and : : Currency :

II.2.2) Information about options: (if applicable)

Options: ○ yes • no

(if yes) Description of these options:

(if known) Provisional timetable for recourse to these options :

in months: or in days: (from the award of the contract)

II.2.3) Information about renewals : (if applicable)

This contract is subject to renewal: ○ yes ● no

Number of possible renewals: (if known) or Range: between: and:

(if known) In the case of renewable supplies or service contracts, estimated timeframe for subsequent

contracts:

in months: or in days: (from the award of the contract)

II.3) Duration of the contract or time limit for completion:

Duration in months: 48 or in days: (from the award of the contract)

or

Starting: (dd/mm/yyyy)
Completion: (dd/mm/yyyy)

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 governing 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)

See tender documentation

III.1.4) Other particular conditions: (if applicable)

The performance of the contract is subject to particular conditions : • yes O no (if yes) Description of particular conditions:

See tender documentation

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 the requirements are met: See tender documentation

III.2.2) Economic and financial ability:

Information and formalities necessary for evaluating if the 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 the requirements are met:

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

See tender documentation

III.2.4) Information about reserved contracts: (if applicable)

- ☐ The contract is restricted to sheltered workshops
- \square The execution of the contract is restricted to the framework of sheltered employment programmes

III.3) Conditions specific to services contracts:

III.3.1) Information about a particular profession:

Execution of the service is reserved to a particular profession: \bigcirc yes \bigcirc no *(if yes)* Reference to the relevant law, regulation or administrative provision :

	III.3.2) S	Staff res	ponsible	for the	execution	of t	he service
--	------------	-----------	----------	---------	-----------	------	------------

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: O yes O no

Section IV: Procedure IV.1) Type of procedure: **IV.1.1)** Type of procedure: Open O Restricted O Accelerated restricted Justification for the choice of accelerated procedure: O Negotiated Some candidates have already been selected (if appropriate under certain types of negotiated procedures): Oyes Ono (if yes, provide names and addresses of economic operators already selected under Section VI.3 Additional information) Justification for the choice of accelerated procedure: O Accelerated negotiated O 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 (if applicable) 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: Oyes Ono IV.2) Award criteria IV.2.1) Award criteria (please tick the relevant box(es)) O Lowest price or • The most economically advantageous tender in terms of O the criteria stated below (the award criteria should be given with their weighting or in descending order of

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

importance where weighting is not possible for demonstrable reasons)

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

Criteria	Weighting	Criteria	Weighting
5.		10.	
IV.2.2) Information about electronic aucti			
An electronic auction will be used O yes			
(if yes, if appropriate) Additional information	n about electr	onic auction:	
IV 2). A deministrative information.			
IV.3) Administrative information:			
IV.3.1) File reference number attributed b	y the contra	acting authority: (if applicable)	
INC III			
IV.3.2) Previous publication(s) concernin	g the same	contract:	
O yes O no			
(if yes)			
	on a buyer p		
Notice number in the OJEU: of: ☐ Other previous publications(if applicable)	•	n/yyyy)	
IV.3.3) Conditions for obtaining specificathe case of a competitive dialogue)	ations and a	dditional documents or descriptive do	cument: (in
Time limit for receipt of requests for docume	ents or for ac	cessina documents	
Date: 19/09/2014 Time:		3	
Payable documents ○ yes ● no (if yes, give figures only) Price: C	Currency:		
Terms and method of payment:			
, ,			
IV.3.4) Time limit for receipt of tenders of	r requests to	participate:	
Date: 22/09/2014 Time: 12:00			
IV.3.5) Date of dispatch of invitations to t			known, in the
case of restricted and negotiated procedure	es, and comp	etitive dialogue)	
Date:			

IV.3.7) Minimum time frame during which the tenderer must maintain the tender: until: :

EN ☐ Other:

○ Any EU official language● Official EU language(s):

or

Duration in months : or in days : 90 (from the date stated for receipt of tender)

IV.3.8) Conditions for opening of tenders:

Date: (dd/mm/yyyy) Time

(if applicable)Place:

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

Oyes Ono

(if yes) Additional information about authorised persons and opening procedure:

Section VI: Complementary information

VI.1) Information about recurrence: (if applicable)
This is a recurrent procurement : ● yes ○ no

(if yes) Estimated timing for further	er notices to be publishe	; d:	
VI.2) Information about Europea The contract is related to a project (if yes) Reference to project(s) are	t and/or programme fina	anced by European Union funds :	O yes
completed tender is 12 noon on 2	es the right not to award 2nd September 2014. A	a contract if it so wishes. Closing o Applicants wishing to apply for this nt@shropshire.gov.uk as set out ir	requirement should
VI.4) Procedures for appeal:			
VI.4.1) Body responsible for app Official name: Postal address:	peal procedures:		
Town: Telephone:	Postal code:	Country:	
E-mail:	F	-ax:	
Internet address: (URL)	·		
Body responsible for mediation	procedures (if applica	able)	
Official name:			
Postal address:			
Town:	Postal code:	Country:	
Telephone:			
E-mail:	F	-ax:	
Internet address: (URL)			

VI.4.2) Lodging of appeals: (please fill in heading VI.4.2 or if need be, heading VI.4.3)

The contracting authority will incorporate a minimum 10 day calendar day standstill period at the point of 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. Additional information should be requested from the contact in Section 1.1. If an appeal regarding the award of 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).

VI.4.3) Service from which information about the lodging of appeals may be obtained:

Official name:

Postal address:

Town: Postal code: Country:

Telephone:

E-mail: Fax:

Internet address: (URL)

VI.5) Date of dispatch of this notice:

01/08/2014 (dd/mm/yyyy) - ID:2014-102321

Annex A Additional addresses and contact points

) Addresses and contac	t points from which	further information	can be obtained
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Official name: National ID: (if known)

Postal address:

Town: Postal code: Country:

Contact point(s): Telephone:

For the attention of:

E-mail: Fax:

Internet address: (URL)

II) Addresses and contact points from which specifications and additional documents can be obtained

Official name: National ID: (if known)

Postal address:

Town: Postal code: Country:

Contact point(s): Telephone:

For the attention of:

E-mail: Fax:

Internet address: (URL)

III) Addresses and contact points to which tenders/requests to participate must be sent

Official name: Democratic Services Manager, National ID: (if known)

Shropshire Council

Postal address: Shirehall, Abbey Foregate

Town: Shrewsbury Postal code: SY2 6ND Country: United Kingdom (UK)

Contact point(s): Telephone: +44 1743252993

For the attention of: Democratic Services Manager, Legal & Democratic Services

E-mail: Fax: +44 1743253910

Internet address: (URL)

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Official name Shropshire Council is purchasing on behalf of itself National ID (if known):

and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

Postal address: Shirehall, Abbey Foregate

Town Shrewsbury Postal code SY2 6ND

Country United Kingdom (UK)

----- (Use Annex A Section IV as many times as needed) ------

Annex B Information about lots

Title attributed to	the contract by the contractin	g authority	
Lot No :	Lot title :		
1) Short descripti	on:		
-	urement vocabulary (CPV):		
Main vocabulary:			
3) Quantity or sco	ppe:		
(if known, give figu	res only) Estimated cost excludi	ing VAT:	Currency:
or			
Range: between :	and:		Currency:
4) Indication abou Duration in months or	at different date for duration of : or in days : (fr	f contract or starting/components the award of the contract	
-	(dd/mm/yyyy) (dd/mm/yyyy)		
5) Additional info	rmation about lots:		

Annex C1 – General procurement

Service categories referred to in Section II: Object of the contract Directive 2004/18/EC

Category No [1] Subject

- 1 Maintenance and repair services
- 2 Land transport services [2], including armoured car services, and courier services, except transport of mail
- 3 Air transport services of passengers and freight, except transport of mail
- 4 Transport of mail by land [3] and by air
- 5 Telecommunications services
- 6 Financial services: a) Insurances services b)Banking and investment services [4]
- 7 Computer and related services
- 8 Research and development services [5]
- 9 Accounting, auditing and bookkeeping services
- 10 Market research and public opinion polling services
- 11 Management consulting services [6] and related services
- Architectural services; engineering services and integrated engineering services; urban planning and landscape engineering services; related scientific and technical consulting services; technical testing and analysis services
- 13 Advertising services
- 14 Building-cleaning services and property management services
- 15 Publishing and printing services on a fee or contract basis
- 16 Sewage and refuse disposal services; sanitation and similar services

Category No [7] Subject

- 17 Hotel and restaurant services
- 18 Rail transport services
- 19 Water transport services
- 20 Supporting and auxiliary transport services
- 21 Legal services
- 22 Personnel placement and supply services [8]
- 23 Investigation and security services, except armoured car services
- 24 Education and vocational education services
- 25 Health and social services
- 26 Recreational, cultural and sporting services [9]
- 27 Other services
- 1 Service categories within the meaning of Article 20 and Annex IIA to Directive 2004/18/EC.
- 2 Except for rail transport services covered by category 18.
- 3 Except for rail transport services covered by category 18.
- 4 Except financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, and central bank services. The following are also excluded: services involving the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property or concerning rights thereon. However, financial service contracts concluded at the same time as, before or after the contract of acquisition or rental, in whatever form, shall be subject to the Directive.

- 5 Except research and development services other than those where the benefits accrue exclusively to the contracting authority for its use in the conduct of its own affairs on condition that the service provided is wholly remunerated by the contracting authority.
- 6 Except arbitration and conciliation services.
- 7 Service categories within the meaning of Article 21 and Annex IIB of Directive 2004/18/EC.
- 8 Except employment contracts.
- 9 Except contracts for the acquisition, development, production or co-production of program material by broadcasters and contracts for broadcasting time.



As per email

Tel: (01743) 252993 **Fax**: (01743) 255901

Email: procurement@shropshire.gov.uk

Dear Sirs

IMC 111 - GROCERIES, PROVISIONS & FROZEN FOODS

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

- 1. Instructions for Tendering
- 2. Tender Response Document
- 3. Schedule of Deliveries
- 4. Return Label

Tenders should be made on the enclosed Tender 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 Monday 22nd September 2014, any tenders received after this time will not be accepted
- Tenders must be returned to the Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND
- Tenders must be returned in plain envelope(s)/packaging using the label provided.
 Tender packaging must have no other markings or writing apart from the label provided
- Tenderers should not use their company franking machine and should check if returning their tenders via Royal Mail or a courier to ensure that no marks identifying you are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders cannot be accepted if:

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

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.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

If you have any queries relating to this invitation to tender, please contact procurement on procurement@shropshire.gov.uk.

Yours faithfully



procurement@shropshire.gov.uk

Enc

Tel: 01743 252993



INSTRUCTIONS FOR TENDERING AND SPECIAL TERMS AND CONDITIONS

IMC 111 - Groceries, Provisions and Frozen Food

Shropshire Council Instructions for tendering

Contract Description:

A contract for the supply and distribution of groceries, provisions and frozen foods to Shropshire Council for an initial period of 2 years commencing on 16th February 2015 with the option to extend for a further period of 2 years. The Council are seeking a sole contractor to supply and distribute groceries, provisions and frozen foods to their establishments (mainly schools) throughout Shropshire and neighbouring areas Worcestershire, Herefordshire, Cheshire, North Wales and West Midlands which are serviced by Shire Services. The Council wishes to consider tenders for the provision of both requirements (groceries & provisions and frozen foods) by a sole contractor.

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1.0 <u>Invitation to Tender</u>

- 1.1 You are invited to tender for the provision of Groceries, Provisions and Frozen Food as detailed in the Tender Response Document. The contract will be for an initial period of 2 years commencing on the 16th February 2015 with the option to extend for a further period of up to 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.
- 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.
- 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 pretender 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 pretender 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.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

2.2 <u>Terms and Conditions</u>

- 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 undertake the required services.

3.0 <u>Preparation of Tenders</u>

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 if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

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 <u>Tender Submission</u>

- 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, Monday 22nd September 2014. 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.
- 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.
- 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 <u>Clarifications</u>

- 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 Procurement Team 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 **15**th **September 2014**
- 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.

10.0 Freedom of Information

- Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 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.
- 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 in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption 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.
- 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 <u>E-Procurement</u>

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.

12.0 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 it's 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

The value of this contract currently is approximately £2.4m per annum however Shropshire Council cannot give any guarantee in relation to this value going forward. This sum has been calculated using last year's usage figures and does not factor in any anticipated increase associated with the universal infant free school meal initiative that is being launched in September 2014.

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.
- 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.
- 15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being 16th February 2015.

16.0 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.

17.0 **Special Terms and Conditions**

17.1 Operation of Contract

Tenderers are required to submit prices on the basis of a cost price plus an on cost. The on cost is to include all expenses incurred in the delivery of all ordered items to each establishment and any other costs associated with the execution of the contract. The Contractor(s) will be required to maintain the rate of oncost throughout the period of the arrangement.

For evaluation purposes, prices must be detailed in the Pricing Schedules included in section H of the tender response document. Prices to be tendered should be those applying at 01 September 2014.

17.2 Acceptance of Tender

- a) The acceptance of any tender or part of any tender, will create a Standing Offer for the contractor(s) to supply and deliver groceries & provisions and frozen foods to the Authority in accordance with the terms and conditions contained herein the General Terms and Conditions and at the prices agreed.
- b) The Contracting Authority reserves the right to purchase goods of the type specified from other suppliers if it deems necessary.

17.3 Award of Contract

The Contracting Authority will have the following options to award this arrangement;

i) A single contractor to cover all requirements

17.4 Values/Quantities

Any values or quantities given in this invitation to tender are estimates and for guidance only. The Contracting Authority is not bound by these estimates and there are no maximum or minimum limits to the orders that may be placed by the Contracting Authority's Distributor(s). The Contracting Authority can give no guarantees in respect of the likely values to be seen under any contract

17.5 Prices

a) The basis of the arrangement will be the Contractor's cost price plus "oncost".

The percentage "oncost" shall cover all costs involved in operating the contract including delivery. The percentage oncost shall be applied to all nominated supply lines. The oncost for **nominated lines** must be detailed on Pricing Schedule 1.

Oncost tendered must remain firm for the duration of the contract.

Tenderers are required to submit prices for the complete range of groceries and provisions and frozen foods detailed on in question 1.4 of section H – Commodity Detail & Prices, which will form the price to be charged on each invoice. This price should be all-inclusive and INCLUDE the oncost stated in question 1.1 but be exclusive of VAT.

Products covered by the nominated contracts negotiated directly by the Contracting Authority are not included in the question 1.4 of section H and there may well be other items which are required/ordered by individual establishments during the lifetime of the arrangement and which are not included in the products listed.

The contractor's purchase price used in the calculation for the tendered price in question 1.2 Section H must be nett of all discounts, rebates, bonuses and volume or turnover based discount or over-riders. Prices tendered will form the basis for all future prices and the Authority will require documentary proof of prices paid and supply arrangements. The products offered should where possible, be those specified in the schedule. If, however, you are unable to offer the brand specified, you may offer an equivalent branded products.

- b) The tendered prices must be exclusive of VAT and must include all packing charges (including bags, cases, cans, drums and other containers).
- c) Details of the nominated contracts negotiated separately by the Contracting Authority will be given to the successful Contractor. **These are confidential and must not be disclosed to any other party.** The Contractor must purchase items included in these contracts wherever applicable, maintain adequate stocks and effect distribution to the Contracting Authority at the purchase prices notified to the Contractor by the Authority plus the tendered on cost. The Contracting Authority reserve the right from time to time to add further nominated items to this arrangement at its discretion.
- d) The Contracting Authority reserves the right to negotiate nominated contract arrangements deemed to be desirable from time to time. These may be greater than or less than those currently negotiated by the Contracting Authority at its complete discretion.
- e) The Contracting Authority reserves the right for its nominated representative to inspect the Contractor's purchasing arrangements, insurance policies, invoices, accounts and all other relevant contract documents during the month following submission of the tender and at any time during the period of the Standing Offer Arrangement.

17.6 Price Verification

17.6.1 The prices quoted as at 01 September 2014 form the basis of the Arrangement but as prices obviously will change during the lifetime of the arrangement, the procedure for price variation will be as follows:-

17.6.2 For the supply of groceries and provisions

- (a) Price variations for provisions will be implemented at weekly intervals, the Contractor giving the Contracting Authority 4 days prior written notice of change.
- (b) Price variations for all other products will be implemented on the first day of each month, the Contractor giving the Contracting Authority 14 days prior written notice of change.
- 17.6.3 Tenderers are reminded that the contract price is the cost price plus the oncost quoted. **Price reductions must be passed on in the same way as price increases**. If it comes to the notice of the Contracting Authority that any price variation has not been passed on, this will be deemed sufficiently serious to justify termination of the Standing Offer Arrangement.
- 17.6.4 In order to verify any price movements the Contracting Authority or its representatives will notify the Contractor of those products they wish to see invoices for and will arrange to visit the supplier during the fourteen days prior to implementation. They may also on such visits require sight of provision invoices or any other invoices for goods supplied.
- 17.6.5 Any variation in the price of goods supplied through nominated contracts will be notified to the Contractor immediately they are agreed and will become effective from the 1st of the month following unless otherwise agreed.
- 17.6.6 For supply of all products, the contractor will be required to provide weekly lists of provision prices and monthly lists of grocery prices within 3 days of their becoming effective. These price lists will show the effective date of the changes, the period covered, the Contractor's product reference number, pack size and price inclusive of the agreed oncost. Sufficient copies of these price lists will be required to be supplied by the Contractor for circulation within the Authority.

17.7 **Specification**

- a) Goods supplied shall be of satisfactory quality and be fit for the purpose for which they are to be used.
- b) Goods supplied must conform as to quantity, quality and description with the particulars stated in the Standing Offer Arrangement and the purchase order.

- c) All goods supplied must be at least to the standard specified in any appropriate British Standard Specification or British Code of Practice or EU Equivalents. Where specifications or Codes of Practice are amended during the period of offer the Contractor must supply to the new standard.
- d) All groceries & provisions and frozen foods supplied against this Standing Offer Arrangement shall, in all respects, where relevant, comply with the requirements of:
- I. The Food Safety Act 1990
- II. The Trade Descriptions Act 1968
- III. The Weights and Measures Act 1985
- IV. Food Labelling Regulations 1996/1499
- V. Food Labelling (Declaration of Allergens) (England) Regulations 2008
- VI. 2008/1188
- VII. Food Information (Miscellaneous Amendment and Revocation) (England) Regulations 2013
- VIII. The Meat Products (England) Regulations 2003
- IX. The Quick Frozen Foodstuffs (England) Regulations 2007
- X. The Food Safety (General Food Hygiene) Regulations 2013
- XI. The Materials and Articles in Contact with Food (England) Regulations2012

and any other legislation applicable (and any other enactments or regulations made under or kept in being by the above Acts) or EU equivalent legislation relating to groceries & provisions and frozen foods as if such products were for retail sale. Products must comply with all legislation relating to composition, standards, labelling and advertising of food.

- e) The Contracting Authority reserves the right to prohibit any foodstuff or ingredient which they consider to be detrimental to health.
- f) All packages must be marked with the correct description of the packaged item, and where appropriate a list of the ingredients must be shown, giving the minimum meat content where applicable.

g) <u>Mechanically recovered beef of any kind must not be included in any of the offered products.</u>

Inclusion of any other type of Mechanically Recovered Meat (MRM) must be stated in writing to the Chief Trading Standards Officer of Shropshire Council and must be declared on the label of the product in question. Any MRM included must be produced in accordance with the BMAA Code of Practice. The amount of any MRM shall not in any event exceed 10% of the meat content.

No head meat of any kind is permitted in any product that forms part of this contract.

17.8 Variation of Specification

The Contractor shall not alter the specification of any goods, except as directed in writing by the Contracting Authority but the Contracting Authority has the right,

from time to time, during the execution of the Standing Offer Arrangements by notice in writing to direct the Contractor to add or omit, or otherwise vary, the goods and the Contractor shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the original Standing Offer Arrangement.

Where the Contractor receives any such direction from the Contracting Authority which would occasion an amendment to the Standing Offer price, the Contractor shall, with all possible speed, advise the Contracting Authority in writing to that effect giving the amount of any such amendments, ascertained and determined at the same level of pricing as that contained in the Contractor's tender.

If, in the opinion of the Contractor, any such direction is likely to prevent the Contractor from fulfilling any of his obligations under the Standing Offer Arrangement, he shall notify the Contracting Authority and the Contracting Authority shall decide with all possible speed, whether or not the same shall be carried out and shall confirm his instructions in writing and modify the said obligations to such an extent as may be justified. Until the Contracting Authority so confirm their instructions they shall be deemed to have not been given.

17.9 Additives

The products supplied must not include any of the colours/additives contained in the list in Section I of the Tender Response document. Any synthetic colours/additives, of the type listed, that are contained in any product supplied must be declared to the Contracting Authority in writing and permission obtained from the Contracting Authority in advance of supply.

17.10 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.

17.11 <u>Irradiation</u>

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

17.12 Animal Welfare Considerations

Meat shall be produced from animals which are born, reared and slaughtered in full compliance with all British legislative requirements on animal welfare or the relevant legislative requirements of other EU Member States to equivalent effect. RSPCA animal welfare compliant products will be given preference by the Contracting Authority where ever possible.

17.13 Samples

The Contracting Authority 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.

17.14 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

17.15 Analysis

The Contracting Authority will be at liberty to apply any tests or cause any analyses to be made for the purpose of ascertaining the quality of groceries & provisions and frozen foods being supplied. Should the result of such test or analyses indicate that the groceries & provisions and frozen foods 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.

17.16 Inspection of Goods and Premises

(a) The Contractor will allow the Contracting Authority, 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 Contracting Authority 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. (b) The Contracting Authority 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 Contracting Authority 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 Contracting Authority under the Standing Offer Arrangement will not be prejudiced if analyses or tests are not carried out.

17.17 Orders

- (a) The Contractor will be required to provide printed order forms for use by the Authority. These will list the items agreed by the Contracting Authority in consultations with representatives in the Authority's user departments. A separate price list will be made available to indicate the range of additional items that may be ordered by establishments.
- (b) The Contracting Authority 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.
- (c) 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.
- (d) The Contracting Authority 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.
- (e) Where required by the establishment the Contractor must split catering packs at no additional cost to the Authority.

17.18 Storage and Delivery

- (a) Upon receipt of official orders from the Contracting Authority, 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.
- (b) Deliveries must be made fully in accordance with the requirements of the Contracting Authority. All vehicles used for the delivery of services should conform to Euro IV emission standards or be a low emission vehicle (as defined by exemption from the London congestion charge. Use of pre Euro and Euro I, II & III vehicles will not be acceptable in any circumstances.

- (c) Shropshire is a rural, sparsely populated county with some schools accessible by narrow country lanes only which can be difficult to navigate for an inappropriate vehicle. All tenderers must ensure they have a fleet which can ensure delivery to sites within the stipulated timescales regardless of location or frequency.
- (d) All deliveries must be made in a vehicle that complies with The Food Safety (General Food Hygiene) Regulations 2013 and any subsequent amendments.

(e) Storage and Delivery

All frozen products must be quick frozen. Storage prior to delivery to individual establishments should be at 0°F (-18° C) for no longer than three months. Longer periods of storage must be at -20°F (-29°C). Cold storage temperatures must not be allowed to fluctuate. The temperature of frozen products at the time of delivery must not be higher than 5°F (-15°C).

At no time during either preparation or delivery shall the temperature of frozen meat rise above -15°C.

Carcass meat must be transferred from chill to cutting room, and returned to chill or freezing within a maximum of 2 hours.

Boxed frozen products must be reduced to an internal temperature of - 18°C or below within 24 hours of being boxed.

Frozen Meat

Frozen meat shall not be frozen for more than one year and must have been frozen by means of specialist freezing equipment such as blast freezer.

Vehicles

Vehicles delivering frozen foodstuffs should comply with relevant sections of UKAFFP Code of Practice.

Please note - cooks at the receiving establishments are instructed to verify that the temperature of the frozen food products when delivered, is within the above parameters. This is to be confirmed by a print-out from the lorry. All deliveries must be (-15°C) or below in order to be accepted. If it is not, the delivery will be rejected (see Clause 18.24 - Rejection of Goods).

UNDER NO CIRCUMSTANCES SHOULD PRODUCTS WHICH ARE REFROZEN BE DELIVERED TO ANY ESTABLISHMENT SUPPLIED UNDER THIS ARRANGEMENT.

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

(g) Deliveries may be required one, two, three or four times weekly depending on each sites requirements. Please see schedule of delivery points for more information. This is for **guidance only** and may change during the term of the contract depending on each sites individual needs.

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 Authority where local arrangements are put in place.

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.

(h) 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.

<u>Important</u> - No alternative products should be substituted without the prior written approval of the Authority's representative.

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

- If, for any reason, the Contractor fails to deliver to individual establishments on the scheduled delivery day, the Contractor must deliver the goods on the next working day.
- (i) The Contracting Authority 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.
- (j) 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.

- (k) If the Contractor requires the return of any container in which the goods are delivered, the Contractor 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.
- (I) All containers, basket and trays etc used by the Contractor in the performance of the contract shall be capable of being sterilised before reuse where appropriate and shall be kept in a clean state to prevent the risk of contamination of the goods being supplied.
- (m) For the purpose of this contract all deliveries made will be deemed to be retail sales.
- (n) 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.
- (o) All deliveries, where required must comply with the Food Safety (General Food Hygiene) Regulations 2013.

17.19 Delivery Notes

All supplies of groceries and provisions and frozen foods 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

WARNING - DO NOT REFREEZE

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.

17.20 Payment

(a) School Kitchens

Payment in respect of deliveries to school kitchens may be made to the Contractor by electronic payment system, with payment being made by

the Contracting Authority within 7 days if an electronic payment system is implemented. This electronic payment will be made under a format/procedure which is acceptable to the Contracting Authority. Tenderers are required to submit their detailed proposals within the tender response document.

The Contractor will be required to offer an extra discount to the Contracting Authority for payment ahead of the Contractor's normal trading terms on the implementation of a direct billing system.

The processing of credit notes will also be included in this electronic payment system.

(b) Social Services and Other Establishments

Payment in respect of deliveries to social services and other 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 as detailed in a) above.

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 Authority 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.

17.21 <u>Information to be supplied</u>

The Contractor will supply the following information:

- (a) Lists produced weekly (for products) showing Contractor's reference number, pack size and price inclusive of the agreed on cost.
- (b) Data on a monthly basis of all products purchased by the individual Authority showing the quantity and value for both in that month both for individual items and in total.
- (c) Data on a monthly basis of all products purchased by the Authority showing the quantity and value accumulated throughout the year both for individual items and in total and also giving details of product delivered to individual establishments using the arrangement.

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

Should the Contractor fail to provide the required usage information, the Contractor will be deemed to be in breach of contract. It is considered that such a breach will be sufficient for the contract to be terminated.

- (d) There may be requirements during the period of the Standing Offer Arrangement for the Contractor to provide other statistical information e.g. usage of subsidised butter.
- (e) Sufficient copies of any or all of the above information may be required from the Contractor for circulation to user Authority.

17.22 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 (England) Regulations 2012.

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.

All frozen food products shall include the statement "Do not Refreeze".

17.23 Rejection of Goods

- (a) The Contracting Authority 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.
- (b) Where possible notice of rejection will be given on the day of delivery, by any means considered appropriate by the Contracting Authority.
- (c) 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 the Contractor's own expense within 7 days of rejection.

Any rejected goods which have not been removed within 7 days will be disposed of by the Contracting Authority and the Contractor will be charged with all expenses incurred. The Contracting Authority 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 Contracting Authority may take.

17.24 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 Contracting Authority will be entitled to purchase elsewhere. The Contractor may offer alternative goods after discussion with the Contracting Authority. Any additional costs incurred by the Contracting Authority over the agreed price will be repaid by the Contractor without prejudice to any other action that may be taken.

17.25 Establishment Listing

- (a) The Authority reserves the right to withdraw or include any establishments either on a temporary or permanent basis to this arrangement as necessary.
- (b) Details of establishments covered by the standing offer arrangement are detailed on the Schedule of Delivery Points 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

17.26 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 Contracting Authority.

17.27 <u>Counter Inflation Legislation</u>

It is a requirement that the Contractor shall not breach any Counter Inflation and/or Price Legislation in force at the time.

17.28 Sustainability

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

17.29 Analysis of Usage

It will be a condition of contract that the Contractor will supply the Contracting Authority 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 groceries & provisions and frozen foods delivered.
- (b) The monthly usage/value and cumulative usage/value per individual establishment.
- (c) A breakdown of transport/product costs as required by the Contracting Authority.

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

17.30 Extension of Arrangement

Subject to satisfactory service being received, this standing offer arrangement shall apply for a period of up to 2 years. The Contracting Authority reserves the right to extend the arrangement at their total discretion for a further period of up to 2 years.

18.0 <u>Liability of Council</u>

- **18.1** The Council does not bind himself to accept the lowest or any tender.
- 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.
- 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.
- 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.
- 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 <u>Declaration</u>

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves 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)	1
Date	



- THE SUPPLY AND DISTRIBTUION OF GROCERIES & PROVISIONS AND FROZEN FOODS

SCHEDULE OF DELIVERY POINTS

RMC 002(1) – THE SUPPLY AND DISTRIBTUION OF GROCERIES & PROVISIONS AND FROZEN FOODS

Shropshire Schools		
School/Site	Number on Roll	Number of
		<u>Deliveries</u>
Albrighton Primary School	222	1
New House Lane, ALBRIGHTON		
Wolverhampton WV7 3QS	404	4
Alveley Primary School	101	1
Daddlebrook Road, Alveley		
BRIDGNORTH WV15 6JT	005	4
Belvidere Primary School	225	1
Tenbury Drive, Telford Estate		
SHREWSBURY SY2 5YB	4.40	4
Bicton C E Primary School	143	1
Bicton Lane, Bicton SHREWSBURY SY3 8EH		
Bishop's Castle Primary School	145	1
Oak Meadow, BISHOP'S CASTLE SY9 5AY	145	ı
Bitterley CE Primary School	98	1
Bitterley, LUDLOW SY8 3HF		
Bomere Heath CE Primary School	120	1
SHREWSBURY SY4 3PQ		
Broseley CE Primary School	209	1
Dark Lane, BROSELEY, Telford TF12 5LW		
Brown Clee CE Primary School	120	1
Station Road, Ditton Priors, BRIDGNORTH WV16		
5SS	100	
Bryn Offa CE Primary School	139	1
Rockwell Lane, Pant, OSWESTRY SY10 9QR	62	2
Buildwas Primary School Buildwas, TELFORD TF8 7DA	02	2
Castlefields Primary School	174	1
Castlefields, BRIDGNORTH WV16 5DQ	174	•
Christ Church CE Primary School	129	1
Sheinton Road, CRESSAGE SY5 6DH		·
Church Preen Primary School	74	1
CHURCH STRETTON SY67LH		
Claverley CE Primary School	122	1
WOLVERHAMPTON WV5 7DT		
Cleobury Mortimer Primary School	239	1
Love Lane, Cleobury Mortimer, WORCESTER		
DY14 8PE	000	4
Coleham Primary School	383	1
Greyfriars Road, SHREWSBURY SY3 7EN	104	2
Corvedale CE Primary School Diddlebury, CRAVEN ARMS SY7 9DH	104	۷
Dorrington CE Primary School	69	1
Church Road, DORRINGTON SY5 7JL		'
Ellesmere Primary School	298	2
Elson Road, ELLESMERE SY12 0BE		_
· · · · · · · · · · · · · · · · · · ·		

Gobowen Primary School	200	1
OSWESTRY SY11 3LD		_
Grange Primary School	278	2
Bainbridge Green, York Road		
SHREWSBURY, SY1 3QR		
Greenacres Primary School	171	1
Rutland, SHREWSBURY SY1 3QG		_
Greenfields Primary School	295	2
Hemsworth Way, Ellesmere Road, SHREWSBURY		
SY1 2QS	0.40	
Harlescott Junior School	346	1
Featherbed Lane, SHREWSBURY SY1 4QN	77	
Hinstock Primary School	77	2
MARKET DRAYTON TF9 2TE	200	4
Holy Trinity C E Primary School	283	1
Middleton Road, OSWESTRY SY11 2LF	47	4
Hope CE Primary School	47	1
Minsterley, SHREWSBURY SY5 0JB	407	
John Wilkinson Primary School	167	2
Coalport Road, Broseley, TELFORD TF12 5AN	07	4
Kinnerley CE Primary School	97	1
OSWESTRY SY11 3DH		
Longden CE Primary School	98	1
Plealey Road, Longden, SHREWSBURY SY5 8EX	201	
Longlands Primary School	224	2
Linden Way, Fairfields, MARKET DRAYTON TF9		
1QU	400	
Ludlow Infants School	186	2
Sandpits Road, LUDLOW SY8 1HG	004	4
Ludlow Junior School	234	1
Clee View, LUDLOW SY8 1HX	004	0
Market Drayton Junior School	331	2
Alexandra Road, MARKET DRAYTON TF9 3HU	050	4
The Meadows Primary School	252	1
Harlech Road, OSWESTRY SY11 2EA	204	4
Meole Brace Primary and Nursery School	321	1
Church Road, Meole Brace, SHREWSBURY SY3		
9HG	225	1
Mereside C E Primary School	225	I
Children's Way, Wenlock Road SHREWSBURY SY2 6LE		
	141	1
Minsterley Primary School	141	1
Minsterley, SHREWSBURY SY5 0BE	00	4
Morda CE School	96	1
OSWESTRY SY10 9NR	05	4
Moreton Say CE Primary School	65	1
MARKET DRAYTON TF9 3RS	106	4
Mount Pleasant Junior School	126	1
Whitemere Road, SHREWSBURY SY1 3BY	120	2
Much Wenlock Primary School	139	2
Racecourse Lane, MUCH WENLOCK TF13 6JG	77	4
Myddle CE Primary School	''	1
SHREWSBURY SY4 3RP	107	1
Newtown CE Primary School	127	1
WEM SY4 5NU		

Norton-in-Hales CE Primary School MARKET DRAYTON TF9 4AT	94	1
Oakmeadow Primary School Bayston Hill, SHREWSBURY SY3 0NU	338	1
Our Lady & St Oswald's Catholic Primary School, Upper Brook Street, OSWESTRY SY11 2TG	138	1
Oxon CE Primary School Racecourse Lane, Bicton Heath, SHREWSBURY SY3 5BJ	349	2
Pontesbury CE Primary School Bogey Lane, Pontesbury, SHREWSBURY SY5 0TF	177	1
Prees CE Primary School Cross End, PREES SY13 2ER	187	1
Radbrook Primary School Bank Farm Road, SHREWSBURY SY3 6DU	255	2
St Andrew's CE Primary School Park Lane, SHIFNAL TF11 9HD	293	1
St George's CE Primary School Clun, CRAVEN ARMS SY7 8JQ	70	1
St George's Junior School Woodfield Road, SHREWSBURY SY3 8LU	333	1
St John's Catholic Primary School Innage Lane, BRIDGNORTH WV16 4HW	181	1
St John the Baptist C E Primary School School Road, RUYTON XI TOWNS SY4 1JT	123	1
St Laurence CE Primary School Jockeyfields, LUDLOW SY8 1TP	223	1
St Lawrence CE Primary School Shrewsbury Road, CHURCH STRETTON SY6 6EX	272	2
St Leonard's CE Primary School Innage Lane, BRIDGNORTH WV16 4HL	289	1
St Lucia's C E Primary School Upton Magna, SHREWSBURY SY4 4TZ	107	1
St Martins 3-16 Learning Community Primary Campus, St Martins OSWESTRY SY11 3DH	177	2
St Mary's CE Primary School Shaw Lane, Albrighton, WOLVERHAMPTON WV7 3DS	194	1
St Mary's CE Primary School Dawson's Rough, Shawbury, SHREWSBURY SY4 4PF	144	1
St Mary's CE Primary School Westbury, SHREWSBURY SY5 9QX	84	1
Shrewsbury Cathedral Catholic Primary School New Park Road, Castlefields, SHREWSBURY SY1 2SP	151	1
St Thomas & St Anne's CE Primary School, Hanwood, SHREWSBURY SY5 8JN	112	1
Shifnal Primary School Currier's Lane, Shifnal, TELFORD TF11 8EJ	249	1

		1
Stokesay Primary School	180	1
Market Street, CRAVEN ARMS SY7 9NW		
Sundorne Infant School	221	2
Corndon Crescent, Sundorne Road, SHREWSBURY		
SY1 4LE		
Trinity CE Primary School	133	1
Ford, SHREWSBURY SY5 9LG		
Weston Rhyn Primary School	151	1
OSWESTRY SY10 7SR		
Whitchurch CE Junior School	364	1
Salisbury Road, WHITCHURCH SY13 1RX		
Whittington CE Primary School	177	1
OSWESTRY SY11 4DA		
Whixall CE Primary School	127	1
WHITCHURCH SY13 2SB		
The Wilfred Owen School at	205	2
The Monkmoor Campus, Woodcote Way, Monkmoor,	200	
SHREWSBURY SY2 5SH		
	78	1
Wistanstow CE Primary School CRAVEN ARMS SY7 8DQ	70	'
Woodfield Infant School	220	0
	236	2
Woodfield Road, Copthorne, SHREWSBURY SY3		
8LU	444	
Woodside Primary School	441	2
Gittin Street, Woodside, OSWESTRY SY11 1DT		
Woore Primary School	43	1
CREWE CW3 9SQ		
Worthen CE Primary School	68	1
Worthen, SHREWSBURY SY5 9HT		
Belvidere School	802	2
Crowmere Road, SHREWSBURY SY2 5LA		
Church Stretton School – A Specialist Technology	725	2
College		
Shrewsbury Road, CHURCH STRETTON SY6 6EX		
The Community College	600	2
Brampton Road, BISHOP'S CASTLE SY9 5AY		
The Corbet School	712	2
Technology College, Baschurch, SHREWSBURY		
SY4 2AX		
Grange School – A Visual & Performing Arts College	488	2
Worcester Road, SHREWSBURY SY1 3LP	.00	_
Idsall School	1247	2
Coppice Green Lane, SHIFNAL TF11 8PD	1271	
Lacon Childe School	534	2
	334	2
Love Lane, CLEOBURY MORTIMER DY14 8PE	E 40	2
Lakelands School, Sports & Language College	549	
Oswestry Road, ELLESMERE SY12 0EA	4070	0
The Marches School and Technology College	1278	2
Morda Road, OSWESTRY SY11 2AR	500	
Mary Webb School & Science College	596	1
Pontesbury, SHREWSBURY SY5 0TG		
Meole Brace School Science College	988	2
Longden Road, SHREWSBURY SY3 9DW		
Sir John Talbot's Technology College	625	2
Tilstock Road, WHITCHURCH SY13 2BY		

Thomas Adams School	1318	2
Lowe Hill, WEM SY4 5UB		
Ruscoe Centre		2
c/o Adams School, WEM SY4 5UB		
Shirehall Catering Service		3
The Shirehall, Abbey Foregate, SHREWSBURY		
SY2 6ND		
The Gateway Coffee Shop		2
Chester Street, SHREWSBURY SY1 1NB		

Bentley West Primary School 488 2 Monmouth Road, WALSALL WS2 0EQ	
·	
Development O. Alderson and O. E. Defension and O. C. A. E. C. A.	
Bunbury & Aldersey C E Primary School 245 2	
School Lane, Bunbury	
TARPORLEY CW6 1NR	
Christ Church C E Primary School 234 2	
Harden Road, Leamore	
WALSALL WS3 1EN	
King Charles Primary School 254	
Wilkes Avenue, WALSALL WS2 0JN	
Pelsall Village School 293 3	
Old Town Lane, WALSALL WS3 4NJ	
St James Primary School 170	
Great Charles Street, Brownhills	
WALSALL WS8 6AE	
Whitehall Infant & Nursery School 310	
West Bromwich Road, WALSALL WS1 3HS	
Wistaston Church Lane Primary School 420	
Church Lane, Wistaston,	
CREWE CW2 8EZ	
Wombridge Primary School 206	
Hartshill, Oakengates	
TELFORD TF2 6AN	
Batchley First School 219 2	
Cherry Tree Walk, Batchley	
REDDITCH B97 6PD	
Hartlebury C E Primary School 149 2	
The Village, Hartlebury	
KIDDERMINSTER DY11 7TD	
Matchborough First School 289 2	
Matchborough Way, REDDITCH B98 0GD	
Perdiswell Primary School 410 2	
Bilford Road, WORCESTER WR3 8QA	
Perry Wood Primary & Nursery School 414 2	
St. Albans Close, WORCESTER WR5 1PP	
Tenbury C E Primary School 170 2	_
Bromyard Road, TENBURY WELLS WR15 8BS	
Eirias High School 1526 3	_
Eirias Road, COLWYN BAY LL29 7SP	

Charlton School	1175	2
Severn Drive, Wellington TELFORD TF1 3LE		
Bryn Elian High School	870	2
Windsor Drive, Old Colwyn		_
COLWYN BAY LL29 8HU		
Ysgol Emrys Ap Iwan	1237	3
Faenol Avenue, Abergele		
CONWY LL22 7HE		
Aylestone Business & Enterprise College	551	2
Broadlands House, Broadlands Lane		
HEREFORD HR1 1HY	050	0/4
The Bewdley School and Sixth Form Centre	956	3/4
Stourport Road, BEWDLEY, Worcestershire DY12		
1BL		
Catshill Middle School	256	3
Meadow Road, Bromsgrove, WORCESTER B61	200	
OJW		
Chantry High School	714	2
Martley, WORCESTER WR6 6QA		
Dyson Perrins CE High School	755	2
Yates Hay Road, MALVERN, Worcestershire WR14		
1WD		
Hagley RC High School	1072	2
Brake Lane, HAGLEY, Worcestershire DY8 2XL		_
Hereford College of Arts	700	2
Folly Lane, HEREFORD HR11LT	4000	0
Hereford College of Arts	1800	2
College Road Campus, College Road HEREFORD HR1 1EB		
Hereford Sixth Form College	1800	2
Folly Lane, HEREFORD HR1 1LU	1000	2
Ipsley C E RSA Academy	412	2
Winyates Way, Winyates West, REDDITCH B98		_
OUB		
John Masefield High School & Sixth Form Centre	877	2/3
Mabel's Furlong, LEDBURY, Herefordshire HR8		
2HF		
King Charles I Secondary School & Sixth Form	597	2/3
Centre		
Lower School, Borrington Road		
KIDDERMINSTER DY10 3ED		
King Charles I Secondary School & Sixth Form		2
Centre		
Upper School, Comberton Road		
KIDDERMINSTER DY10 1XA Witton Middle School	420	3
Old Coach Road, DROITWICH SPA WR9 8BD	429	3
OIU COACII NOAU, DNOIT WICH SEA WRY ODD		

Community Service Establishments

Elderly Residential - Crowmoor House Frith Close, Shrewsbury

Elderly D/C - Helena Lane D/C Helena Lane, Ludlow SY8 2NP

Elderly/Nursing (Residential & Meals on Wheels) - Four Rivers Bromfield Road, Ludlow SY8 1DU

Elderly D/C & Meals on Wheels - The Meres D/C Ellesmere House, Trimpley Street, Ellesmere

D/C Physical Disabled - The Grange Centre Levens Drive, Lancaster Road, Shrewsbury

Residential ALD - Eskdale House Eskdale Road, Monkmoor, Shrewsbury SY2 5UD

Residential ALD – Kempsfield Primrose Drive, Sutton Lane, Shrewsbury

D/C ALD - Aquamira Primrose Drive, Sutton Lane, Shrewsbury

Acton Scott
Wenlock Lodge, Acton Scott, Church Stretton SY6 0DQ

Secret Hills Discovery Centre School Road, Craven Arms SY7 9RS

Gateway Chester Street, Shrewsbury SY1 1NB

Abbot's Wood, D/C ALD Eskdale Road, Shrewsbury SY2 5UA



Tender Response Document

IMC 111 – GROCERIES, PROVISIONS & FROZEN FOODS

Name of TENDERING ORGANISATION (please insert)

BFS Group Limited - T/A Bidvest 3663

Shropshire Council Tender Response Document

Contract Description:

A contract for the supply and distribution of groceries, provisions and frozen foods to Shropshire Council for an initial period of 2 years commencing on 16th February 2015 with the option to extend for a further period of 2 years. The Council are seeking a sole contractor to supply and distribute groceries, provisions and frozen foods to their establishments (mainly schools) throughout Shropshire and neighbouring areas Worcestershire, Herefordshire, Cheshire, North Wales and West Midlands which are serviced by Shire Services. The Council wishes to consider tenders for the provision of both requirements (groceries & provisions and frozen foods) by a sole contractor.

Instructions for the completion of this document

- 1. This document must be completed in its entirety with responses being given to <u>all</u> questions. If you are unsure of any section and require further clarification, please contact via email quoting the contract reference to <u>procurement@shropshire.gov.uk</u>
- 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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A3	Non-Collusive Tendering Certificate	8
A4	Declaration of Connection with Officers or Elected Members of the Council	9
You must sign all 4 certificates in sections A1 to A4		
В	Applicant Organisation Details	10

С	Financial & Insurance Information	12
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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 <u>not</u> 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 I	Food Additives to be avoided

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.

Section I Food Additives to be avoided: Please confirm that the food additives listed are NOT used in any of the products supplied under this arrangement - Pass/Fail – if your products contain any of these additives your tender will 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 H / Q 1	Price	40% / 400 max marks
	Total for price	40% / 400 max marks
	Quality 60% (600 marks)	
Section H / Q 2.1	Change of price procedure	2% / 20 max marks
Section H / Q 2.2	Order, Delivery and Quality	2% / 20 max marks
	procedures	
Section H / Q 2.3	Order, Delivery and Quality	3% / 30 max marks
	procedures	
Section H / Q 2.4a	Order, Delivery and Quality	3% / 30 max marks
	procedures	
Section H / Q 2.4b	Order, Delivery and Quality	3% / 30 max marks
	procedures	
Section H / Q 2.5	Order, Delivery and Quality	1% / 10 max marks
	procedures	
Section H / Q 2.6	Order, Delivery and Quality	1% / 10 max marks
	procedures	
Section H / Q 2.7	Order, Delivery and Quality	4% / 40 max marks
	procedures	
Section H / Q 2.8	Order, Delivery and Quality	6% / 60 max marks
	procedures	
Section H / Q 2.9a	Order, Delivery and Quality	2% / 20 max marks
	procedures	
Section H / Q 2.9b	Order, Delivery and Quality	2% / 20 max marks
	procedures	
Section H / Q 2.10	Payment Procedures	3% / 30 max marks
Section H / Q 2.11	Added Value and Social Value	6% / 60 max marks
	to be provided	
Section H / Q 2.12	Added Value and Social Value	1% / 10 max marks
	to be provided	
Section H / Q 2.13	Handling of complaints	2% / 20 max marks
Section H / Q 2.14	Range of Products and	2% / 20 max marks
	Product Policies and support	
Section H / Q 2.15	Range of Products and	1% / 10 max marks

	Product Policies and support	
Section H / Q 2.16	Range of Products and	3% / 30 max marks
	Product Policies and support	
Section H / Q 2.17a	Range of Products and	2% / 20 max marks
	Product Policies and support	
Section H / Q 2.17b	Range of Products and	2% / 20 max marks
	Product Policies and support	
Section H / Q 2.18	Client Care	5% / 50 max marks
Section H / Q 2.19	Contract Implementation	4% / 40 max marks
	Total for quality	60% / 600 max marks

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	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.
	9	
Good	8	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.
	7	
Acceptable	6	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.
	5	
Minor Reservations	4	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.
	3	
Serious Reservations	2	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.
	1	
Unacceptable	o	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.

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.

Price will be evaluated by using the cost per pack tendered in Section H, question 1.4 'Pricing Schedule' multiplied by the approximate annual usage (based on the usage information contained in the pricing schedule) and totalled to give an overall basket cost:

(Please note that the figures are based on current usage and the Council cannot guarantee numbers for future work).

Section A: 1. Form of Tender

Form of Tender

Shropshire Council

Tender for Groceries, Provisions and Frozen Foods

We confirm that this, our tender and documents, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of Groceries, Provisions and Frozen Foods 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 Name

Date 17/09/14

Designation Director of Customer Development

Company BFS Group Limited – T/A Bidvest 3663

Address Buckingham Court, Kingsmead Business Park, London Road, High Wycombe, Buckinghamshire

Post Code HP11 1JU

Tel No 01494 555900 Fax No 01494 555991

E-mail address contractsteam@3663.co.uk

Web address www.3663.co.uk

Section A: 2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

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

We further hereby undertake that 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 Director of Customer Development

Signed (2)

Status

(For and on behalf of BFS Group Limited – T/A Bidvest 3663)

Date 17/09/14

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:

We certify that this is a bona fide Tender, intended to be competitive and that 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.

We also certify that We have not done and undertake that 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 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 Director of Customer Development

Signed (2)

Status

(For and on behalf of BFS Group Limited – T/A Bidvest 3663)

Date 17/09/14

No

Section A:

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

If yes, please give details:

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?

	Name	Relationship
N/A		

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 Director of Customer Development
Signed (2)			Status
(For and on	behalf of BFS Gro	oup Limited – T/A Bidvest 3663)	
Date 17/09/1	4		

<u>Section B</u>: Applicant Organisation Details

1.	Applicant Details
1.1	Name of contracting Company/Organisation: BFS Group Limited - T/A Bidvest 3663
	Address: Buckingham Court Kingsmead Business Park London Road High Wycombe Buckinghamshire
	Postcode: HP11 1JU
	Tel : 01494 555 900
	Email:
1.2	Registered name (if different from above): Please see above.
	Registered Office Address: Please see above.
	Postcode: Please see above.
	Company registration number: 239718.
1.3	Details of the individual completing this application and to which we may correspond:
	Name:
	Job title: Contracts and Tenders Executive
	Correspondence Address: BFS Group Limited - T/A Bidvest 3663 Buckingham Court Kingsmead Business Park London Road High Wycombe Buckinghamshire
	Postcode: HP11 1JU
	Tel: 01494 555 900
	Email:

1.4	Type of Organisation (please tick all those appropriate):	
(a)	Sole trader	
(b)	Partnership	
(c)	Private Limited Company	✓
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	
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	NO
	If No, Please confirm you are an enterprise which employs more than 250 people	YES

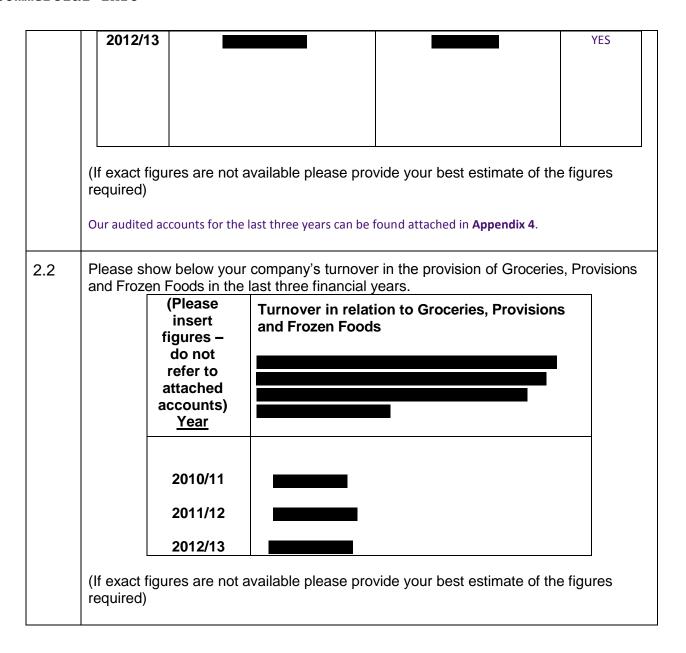
2.	Company History/Background	
2.1	Date Company established: Date incorporated: 22 nd May 1929 Date of name change: 21 st October 1999	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES
2.3	If YES to 2.2 give the following details of the Holding/Parent Company: Registered Name: Bidvest UK Ltd Registered Address: 3rd Floor 11 Hill Street London Postcode: W1J 5LF Registration Number:	
2.4	How many years has your company been providing Groceries, Provisions and Foods?	Frozen

2.5	Total number of employees: 4546
2.6	Total number of employees engaged solely in the provision of Groceries, Provisions and Frozen Foods?

Section C: Financial & Insurance Information

1.	Insurance Details		
*	Why do we need to know this?		
		suppliers have adequate insurance. T rements which all companies working	
	Please note that on some limited of levels dependant on the nature of	occasions the council may agree to va the contract.	ary these
1.1 (a)	Please Confirm that you hold a mi Liability Insurance	nimum of £5,000,000 Public	YES
(b)	Please detail the relevant policy in apply to the policy.	formation and state if any conditions	or exceptions
	Name of Insurance Company	Aviva Insurance Limited	
	Date policy taken out	02 March 2014	
	Expiry date of the policy	01 March 2015	
	Policy number/reference		
	Conditions/Exceptions		

1.2 (a)	Please confirm that you hold a m	ninimum of £5,000,000 Employer's	YES	
(b)	Please detail the relevant policy apply to the policy.	information and state if any conditions	or exceptions	
	Name of Insurance Company	Aviva Insurance Limited		
	Date policy taken out	02 March 2014		
	Expiry date of the policy	01 March 2014		
	Policy number/reference			
	Conditions/Exceptions			
1.3	Please enclose photocopies of y duly signed as authentic copies		Enclosed	
2.	Financial Details			
*	Why do we need to know this?			
	Financial details are required in order to check that your company has su financial resources to undertake the contract. This information will also en your company is in a stable position and is likely to fulfil the contract for the required.		ensure that	
	required.	•	r tne perioa	
	,	information will vary given the nature o		
2.1	How the Council evaluates this is to be awarded. Please provide a brief summary (Please insert figures – do not Also provide copies of your last 3	information will vary given the nature of your annual turnover and profit in the refer to attached accounts)	f the contract ne last 3 years.	
2.1	How the Council evaluates this is to be awarded. Please provide a brief summary (Please insert figures – do not Also provide copies of your last 3 If audited accounts are not availance accounts	of your annual turnover and profit in the refer to attached accounts) 3 years audited accounts.	f the contract ne last 3 years.	
2.1	How the Council evaluates this is to be awarded. Please provide a brief summary (Please insert figures – do not Also provide copies of your last 3 If audited accounts are not availance accounts	information will vary given the nature of your annual turnover and profit in the refer to attached accounts) 3 years audited accounts. able please provide copies of your management.	ne last 3 years. Account s	
2.1	How the Council evaluates this is to be awarded. Please provide a brief summary (Please insert figures – do not Also provide copies of your last 3 If audited accounts are not availanceounts	of your annual turnover and profit in the refer to attached accounts) 3 years audited accounts. able please provide copies of your management.	ne last 3 years. Account s	



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.	

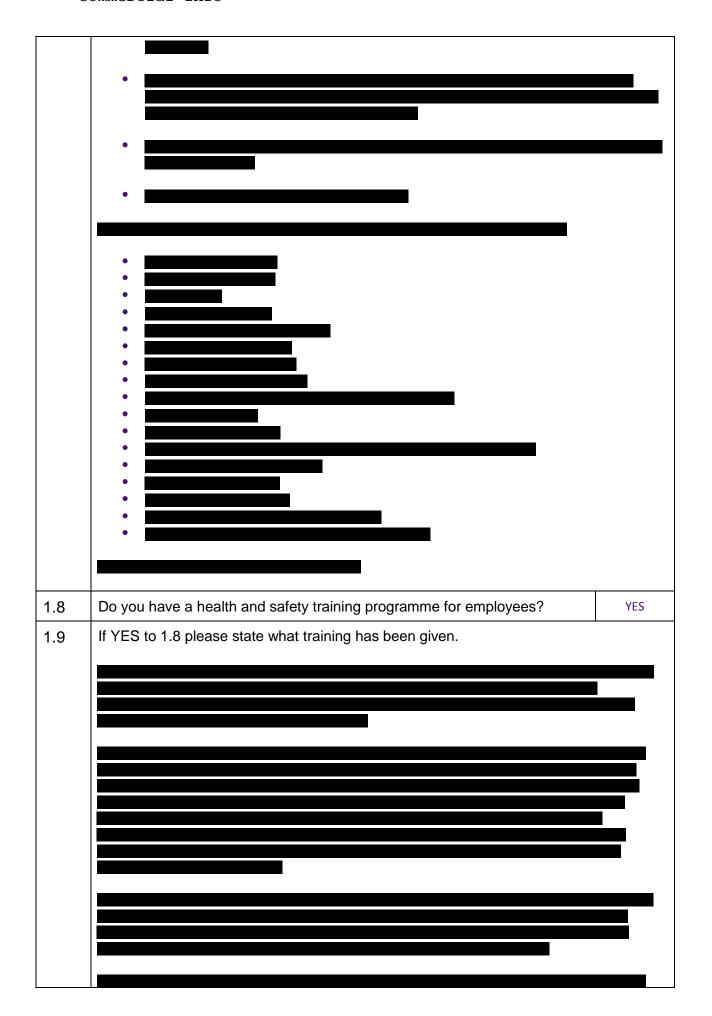
2.	Contract Terminations/Deductions
2.1	Please give details of all contracts in the last 3 years which have been terminated

	early giving the name of the client company/authority, the date of termination and the reasons for termination.
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.

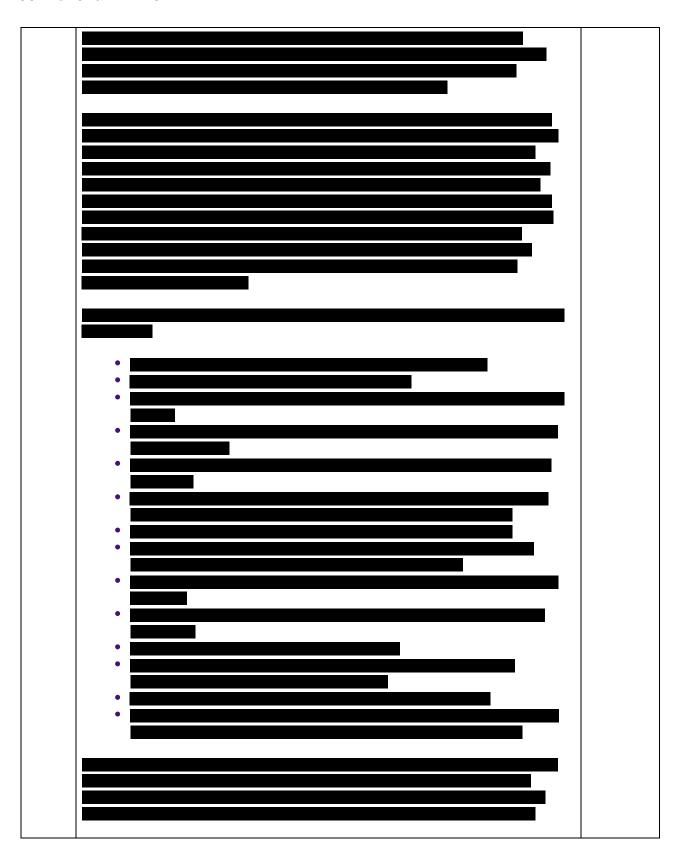
Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	Why do we need to know this?	
We need to ensure that all companies that work with Shropshire Council operate safely. We assess this by asking questions about arrangem contract stage and continue to monitor ongoing performance with all working on our behalf.		ts at the
	Health & safety measures do not have to be expensive, time cons complicated – especially for smaller companies. In fact, safer and more working practices can save money and greatly improve working condemployees. Shropshire Council is committed to promoting safe and propositing practices to companies as it recognises the benefits this can companies competing for business both for local authority contracts and else	
Information to help small companies is available on the Health and Safety (HSE) website.		recutive's
	Health and Safety Executive's website: http://www.hse.gov.uk/ Looking after your Business: http://www.hse.gov.uk/business/	
	Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm	
1.1	Does your organisation have a formal health and safety policy or statement?	YES
	*(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)	
	Please tick here if copy enclosed	

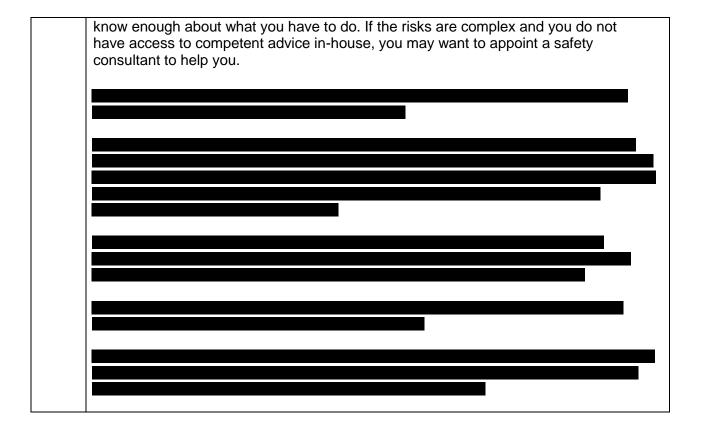
	Please see Appendix 5 for a copy of our Health and Safety Policy.	
1.2	Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?	YES
1.3	If YES to 1.2 please supply the following details as well as a copy of any cert	ificates.
	Accrediting Organisation: Complete Integrated Certification Services Ltd	
	Reference No:	
	Date accreditation expires or is to be renewed: 16 April 2016	
	Please tick here if a copy of certificate attached ✓	
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what meas have taken to ensure the issue(s) will not re-occur).	ures you
	N/A	
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.)	
	•	
	•	



1.10	Does your company monitor: (a) Accidents (b) III health caused by work	YES YES
1.11	(c) Health & Safety Performance	YES
1.11	Does your company have a recognised health & safety management system? Please give details below:	



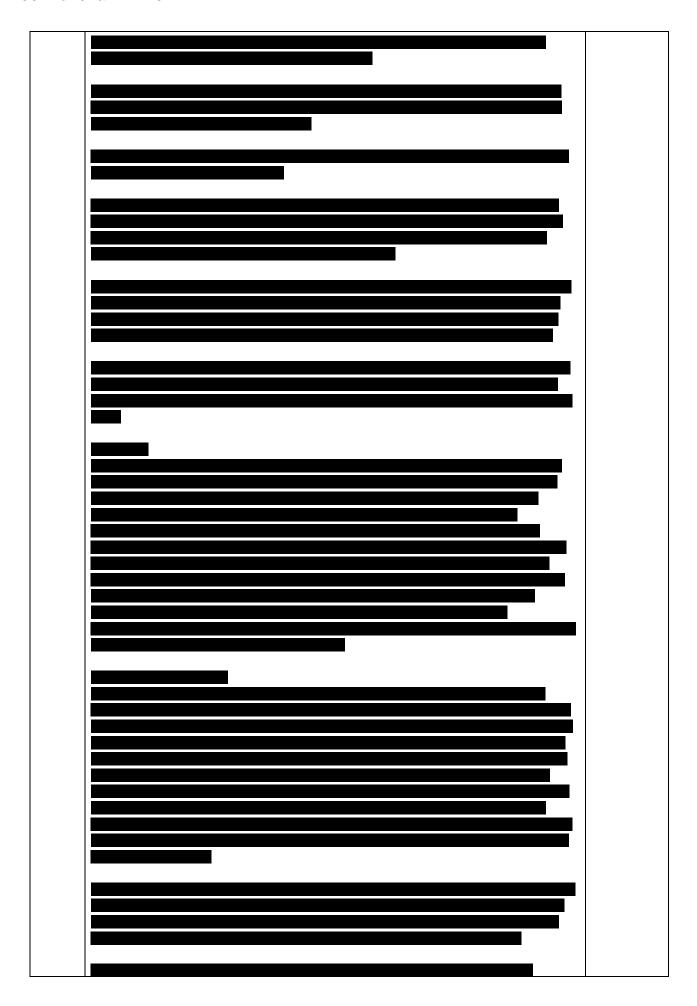
1.12	Please state how many accidents have been reported to your Enforcing Auth RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years. Total No. of accidents reported under RIDDOR last year No. of accidents reported under RIDDOR this year	ority under
1.13	Does your company consult with employees on health and safety? If YES, please give details below.	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	Where do you get your competent health and safety advice? To meet your legal responsibilities in 'The Management of Health and Safety Regulations 1999' you must appoint one or more competent people to help y comply with your duties under health and safety law so you can prevent accide and ill health at work. In practice, you can be that competent person as long a	ou dents



2.	Equal Opportunities	
*	Why do we need to know this?	
	The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.	
	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.	
	The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.	
	Information to help small companies is available at:	
	Equality and Human Rights Commission -	
	http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/	
	Useful links for guidance & Information -	
	http://www.equalityhumanrights.com/advice-and-guidance/here-for- business/guidance-for-small-and-medium-size-businesses/related-links/	
	business/guruanee-tor-smail-and-mediam-size-businesses/related-links/	
	How do you comply with your statutory obligation under UK/EU equalities	

2.1	the countries in which you employ staff)?	
	- UK/EU equalities and discrimination legislation includes:-	YES
	- Human Rights Act 1998	Please see Appendix 8.
	- Equality Act 2010	
	Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.	
2.2	As a contractor providing a public service on behalf of a local authority, you he to comply with the General Duties of the Public Sector Equality Duty as outlined to the public Sector Equality Duty Duty Duty Duty Duty Duty Duty Du	•
	Eliminate discrimination, harassment and victimisation that is unlathe Equality Act 2010;	wful under
	 Advance equality of opportunity between those who share protected characteristics and those who do not; 	ed
	 Foster good relations between those who share protected charact those who do not. 	eristics and
	How do you promote equality in your service delivery and towards your empl management as part of your operations?	oyee

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?	NO
2.6	If YES to 2.5, please give details.	
2.7	(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9) How do you 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 and career progression? Please provide evidence of the above.	



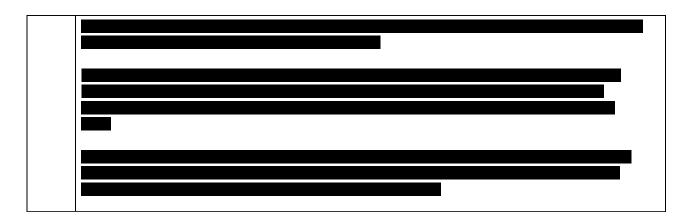
2.8	Do you have a grievance process to address all complaints relating to perceived discrimination? Provide evidence for the above	YES Please see Appendix 9.
2.9	Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.	
	Confirmed	YES/NO N/A

Section F: Contract Experience and References

Contract Experience and References 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. Contact Name, Address & Value of **Contract Dates** Name of Organisation/Company Nature of work undertaken Contract (£) **Contact Details** (From – To) 1/10/14 -1/10/17 01/09/13 -31/08/20 3 1/8/12 -31/7/15 1/8/12 -4 31/7/15 1/6/11 -5 31/5/15 23/05/14 -6 31/10/17 1/8/12 -31/7/15

8		·	01/07/12 – 30/06/15
9			27/12/13 – 30/04/19
10			1/4/2012 – 1/4/2017

2.	
2.1	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 provision of Groceries, Provisions and Frozen Foods.



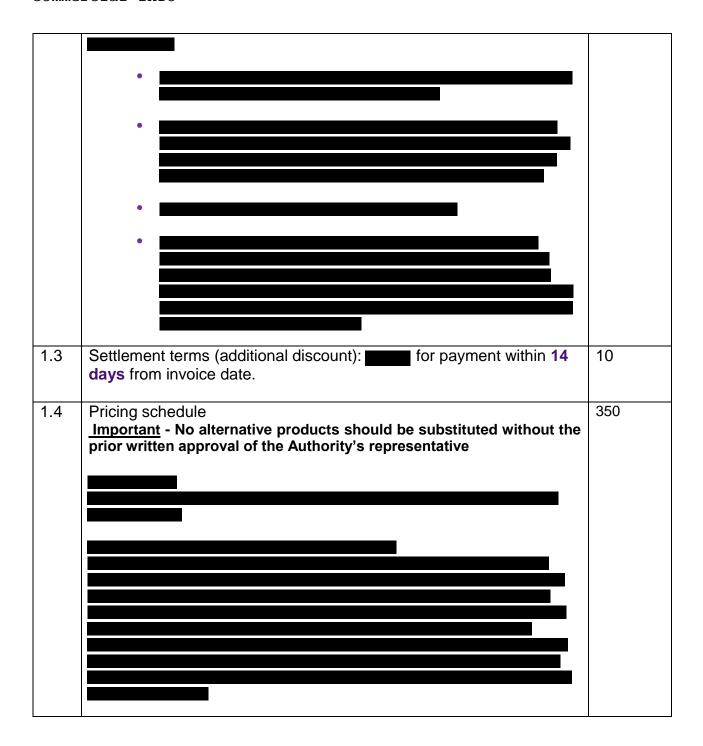
Section G: Accreditations and Skills Level

1.	Accreditations						
1.1	Please list any professional of You should only list those the application e.g. Food for Life Please state whether the away	at are relevant to e, Red tractor	this contract and	I which will s			
	Name of Awarding Organisation/Body	Level of A	ccreditation	Date Achieved	Date of Expiry/ Renewal		
	Complete Integrated Certification Services Ltd		21	/08/13	25/08/16		
	Complete Integrated Certification Services Ltd		16	/04/13	16/04/16		
	MacAlister Elliott & Partners Ltd		09	/06/13	08/06/16		
	Red Tractor Assurance		01	/04/14	31/03/15		
					Enclosed		
	Please provide copies of the proof of the qualifications.	certificates you h	ave given above c	r other	YES Please see Appendix 12.		
1.2	Please state any formal qual company operates i.e. ISO 90			this contract	which your		
	Name of Awarding Organisation/Body	Registration Number	Name of Quali Assurance Syst		Date of Expiry/Renewal		

NSF Certification UK Ltd			25/06/ 13	25/12/ 14
Please provide copies of the proof of the qualifications.	e certificates you h	ave given above or oth	ner	Enclosed YES Please see Appendix 13.

Section H: Tender Schedule

1.	Pricing Schedule	
1.1	Please confirm below the oncost to be expressed as a percentage to be added to the cost purchase prices of nominated items negotiated separately by the Contracting Authority as detailed in 17.5 of the Instructions for Tendering and Special Terms and Conditions. The tendered oncost must cover all expenses incurred in the	30
	warehousing and distribution of goods. A universal oncost must be completed by every tenderer.	
	Please refer to section 17.18 of the Instructions for Tendering and Special Terms and Conditions for information regarding Storage and Delivery.	
	TENDERED ONCOST	
1.2	Please indicate how long the prices stated in the pricing schedule	10
	(1.4) below are valid for?	



Section H – Question 1.4: Pricing Schedule					
	Comm	odity Detail and I	Prices		
Product Description	Size (case * pack * product)	Usage per annum (Case Equiv)	Brand Offered (if different to that stated)	Pack Size Offered (if different to that stated)	Unit Cost (pack) Purchase price as at 01/09/2014including oncost
BRITISH ROAST CHICKEN BREAST	1x1x5KG	2962			
GRATED MOZZARELLA & MILD WHITE	10x1x1KG	1432.9			
3663 SWEETCORN TT P/L	4x1x2.5KG	3264			
MCAIN ALTER COUNTRY STYLE CHI\$	1x6x2.49KG	3599.33			
3663 LOW SUGR SLT BAKD BEAN	6x1x3.12KG	4785.05			
MCCN FRIES HERB DICE \$	4x1x2.5KG	3305.5			
PORK MEATBALLS (20G)	1x1x4KGPK	2246			
3663 ECONOMY PEAS CHEF SC TT	4x1x2.5KG	2212.5			
3663 EXTENDED LIFE VEG OIL BIB	1x1x10LTR	1829			
MULLR STWBRRY HLTH BALANCE YOG	1x12x100G	9307.34			
3663 BROCCOLI FLORETS BAG	4x1x2.5KG	1561			
COOKED SLICED WILTSHIRE HAM\$	6x1x500G	1016.91			
MCD SPONGE MIX\$	4x1x3.5KG	964.5			
T&L GRANULATED SUGAR 10KG	1x1x10KG	1975			
TUNA CHUNKS IN BRINETT	6x1x1880G	351.55			
BM CRISPY CRUMB TURKEY BURGER\$	1x40x71G	1684			
PHASE DAWN PACKET MARGARINE TT	48x1x250G	1401.88			
PHASE SPREAD DAWN (12.5 KG)	1x1x12.5KG	1062			
MCD CHOCOLATE SPONGE MX\$	4x1x3.5KG	815.5			
TROPICANA SMOOTH ORANGE	1x48x250ML	1004			
LA GRANR PENNE RIGATE QUILL TT	4x1x3KG	1462.75			
MULLR HEALTHY BALNCE PEACH YOG	1x12x100G	6139.42			

CHOC FLAV MILK UHT TT \$	1x27x200ML	2293		
MCCAIN PURELY POTATO DICE\$	4x1x2.5KG	1295.75		
SANTA MARIA 10IN TORTLA FRZ TT	1x5x10PK	3355		
3663 CHOPPED TOMATOES TT	6x1x2.5KG	689.44		
3663 PLAIN FLOUR SACK 16KG TT\$	1x1x16KG	1577		
MCCAIN 5% FAT POTATO WEDGES\$	4x1x2.5KG	1133.75		
MAGGI GRAVY MX DARK VEGE\$	2x1x1.7KG	863		
3663 SML BRDD HAD FLT 110-140G	1x24x110-140	1194.96		
AUNT BESSIE YRK PUD BKD 2.5IN\$	1x4x25PK	2339		
JROL SAUSAGE ROLLS 17.8CM\$	1x48x100G	1519		
COOKED SLICED BRITISH TURKEY	1x6x500G	400		
3663 P BKD SM WHT BAGUETTE TT	1x30x137G	2182		
T&L ICING SUGAR	4x1x3KG	691.25		
TUNA CHNKS IN BRNE TT	1x12x185G	892		
LYLES GOLDEN SYRUP POLY\$	2x1x7.257KG	592.5		
FLAV_MLK UHT SBERRY PRITCH\$ TT	1x27x200ML	1729		
WHOLEMEAL MEDIUM PIZZA 12IN	1x10x250G	1692		
3663 MK4 SANDWICH BAPS \$	1x4x12PK	3022		
VALUMILL SKIM MILK POWDER\$	6x1x2KG	291.5		
BUTCH QUAL RL UNSMK BK BAC TT\$	1x1x2.27KG	792		
FRESHERS LOW FAT COCOA POWDER	10x1x500G	340.4		
MCD WHTE BREAD ROLL MIX	4x1x3.5KG	570		
SUMMER COUNTY SOFT SPREAD TT	6x1x2KG	611.77		
3663 BAGUETE MIN FRNCH PBKD	1x40x95G	1924		
10 SALMON FISH FINGERS (12X10)	1x1x12X10EA	386		
VALUMILL SKIM MILK POWDER\$	1x1x12.5KG	240		
WHOLEMEAL MEDIUM PIZZA 11X15IN	1x12x430G	775		
3663 BEEF MINCED IQF	4x1x2.5KG	225.25		

3663 MK5 FLOURD BAPS 1 X 48 TT	1x8x6PK	1518			
MCCAIN POTATO WEDGES\$	4x1x2.5KG	700		-	
MORNFLAKE SUPERFAST OATS 3KG	4x1x3KG	759.75		-	
3663 EASY CK LNG GRAIN RICE TT	1x1x5KG	1452		_	
MCCN SPIRAL FRIES SPICY\$	4x1x2KG	601.25		-	
DELIFRANCE PROVNCET PANINI TT\$	1x55x105G	691		_	
PRITCHITT BANANA FLAV UHT MIL\$	1x27x200ML	1072			
3663 APPLE SOLID PK 2.6KG TT	6x1x2.6KG	440.11		-	
MCCAIN SIMPLY MASH	4x1x2.5KG	614.75		-	
3663 CAULIFLOWER FLORETS.	4x1x2.5KG	603.75		-	
3663 SLF RISING FLUR 1.5KG TT\$	6x1x1.5KG	1121.59		-	
3663 CUT GREEN BEANS 25MM	4x1x2.5KG	714		-	
UNCLE BEN KORMA SAUCE JAR\$	2x1x2.23KG	534		-	
CHICAGO TOWN F/S TAKEAWAY PEPP	1x8x645G	317		-	
LA GRANARIA FUSILLI (TWISTS)	4x1x3KG	478.75		-	
SIMPLY POTATO ROASTS\$	4x1x2.5KG	525			
MAPLE LEAF PLAIN BAGEL 115G\$	1x1x48PK	745		-	
3663 BABY CARROTS	4x1x2.5KG	613.5		-	
MIDDLETONS SPONGE MIX	4x1x3.5KG	246.5		-	
3663 EASY COOK BASMTI RICE TT	1x1x5KG	694		-	
3663 UNSMKD RLESS BCK BCN TT	4x1x2.27KG	129			
3663 HOT DG ROL SDE SLICD 6IN\$	1x4x12PK	1495			
CHICAGO TOWN F/S TAKEAWAY CHEE	1x8x630G	273			
ENJAYS AMERICAN PANCAKES 4.5IN	1x3x40EA	376			
UNCLE BEN TEXAN BBQ SAUCE\$	2x1x2.51KG	372.5			
QUORN FILLETS CATERING 69G	5x1x2KG	76.6			
GOODNESSME CHICKEN STRIPS\$	5x1x2KG	75.2			
T&L DEMERARA SUGAR	4x1x3KG	316			

HOLLANDS STEAK & ONION SLICE\$	1x36x169GEA	256			
UNCLE BENS TIKKA MASALA SAUCE\$	2x1x2.24KG	406.5			
3663 PORK THICK SAUSAGE 8S TT	1x88x1PK	543			
LA PEDRZA EX VIRG OLIV OIL PET	8x1x2LTR	89.49			
3663 LAMB MINCED IQF-SI-	4x1x2.5KG	109.5			
MANDARIN SEGMENT IN LGHT SYRP	6x1x822G	568.93			
COOKED DICED BEFF 10MM 80% QMS	1x2x1KG	294			
3663 LGHT MAYO FREE RANGE 5 TT	1x1x5LTRPK	826			
3663 CHILDRENS CURRY SAUCE	2x1x2.25KG	531			
3663 PLAIN OMLETTE 100G TT	1x1x24X100G	502			
FLTCH THICK SLCD WHT FLTCH TT\$	1x8x800G	701			
MCDOUGALLS MUFFIN PAPER CASES\$	1x1x480PK	550			
3663 EXTENDED LIFE VEG OIL TT	4x1x5LTR	156.5			
KENCO REALLY SMOOTH TIN\$	6x1x750G	34.68			
VANILLA FLAV ICE CREAM 80ML	1x60x80ML	671			
3663 MILD WHITE CHEDDAR BLOCK	1x1x4.75KG	193			
BREAD MED SLCD WMEAL FLETC\$ TT	1x8x800G	638			
AQUAJUICE APPLE CARTONS	1x27x200ML	804			
LINDA MC MEAT FREE SAUSAGE	1x2x20PK	534			
SUSO BERRY 250ML CAN	1x24x250ML	421			
MCAINS STRAIGHT CUT OVEN CHIP\$	6x1x2.5KG	195.69			
3663MIXED FRUIT JAM 3KG	4x1x3KG	169			
3663 LGHT MAYO FREE RANGE 2.5L	1x1x2.5LTRP	1088			
3663 TOMATO AND BASIL SAUCE	2x1x2.2LTR	424			
SLC TURKEY 100%SADL 7/10SLC\$	12x1x500G	70.4			
T&L GRANULATED SUGAR TT	15x1x1KG	211.85			
BREADED CHUNKY COD BITES	1x1x3KG	277			
CALDER CHICKEN MAYO SWICH FILL	1x1x1KG	767			

CRAWFORDS CATERING DIGESTIVE\$	1x8x300G	546			
UNCLE BEN SWEET & SOUR SAUCE\$	2x1x2.43KG	253			
KELLOGGS CORN FLAKES TT	1x4x500G	463			
PINEAPPLE SLICES JCE 8 COUNT	6x1x825GCAN	468.36			
BIRDS ICE CREAM POWDER MIX\$	2x1x3KG	85			
CUSTARD POWDER	4x1x3.5KG	208.25			
BREADED WHITEFISH FILLET	1x1x50EA	218			
3663 GRATED MATURE WHT CHED TT	10x1x1KG	43.4			
LION NO1 CHOP SUEY NOODLE	1x1x9KG	128	Pride Egg Noodles	1 x 3 kg	
BIRDS ANGEL DELIGHT STRAWBRRY\$	12x1x600GPKT	79.27			
3663 PLUM PEELED TOMATO	6x1x800G	277.76			
3663 GRTD MOZZ CHED MIX	10x1x1KG	63.1			
ENJAYS SCOTCH PANCAKE 8CM\$	1x2x60PK	271			
QUORN MINCE CATERING	10x1x1KG	52.1			
SUSO ORANGE 250ML CAN	1x24x250ML	346			
3663 SUGAR RING DOUGHNUT 1 X1\$	1x6x10X60G	353			
3663 JUMBO PORK BEEF SAUSGE 4S	1x44xPK	320			
MALTED WHEAT HALF BAGUETTE\$	1x1x40PK	324			
CALDER CHCKN BACN SWETCRN FILL	1x1x1KG	656			
AQUAJUICE FOREST FRT CARTN	1x27x200ML	577			
SUSO SPARKLING APPLE	1x24x250ML	365			
KNOR LASAGNE NO PRE COOK TT\$	1x1x3KG	302			
MCCN POMMES NOISETTES\$	10x1x907G	200.7			
MCCAIN CHESE TOM GRANDE WGERM	1x1x8PK	165			
3663 PORK SAUSAGES 12'S	1x1x132PK	206			
CALYPSO PURE APPLE JUICE CUPLE	1x96x85ML	193			
TETLEY 1 CUP TEA BAGS TT \$	2x1x1100BAG	87			
BIRDS ANGEL DELIGHT CHOCOLATE\$	12x1x600G	65.31			

SANTA MARIA TRTLA CHIP ORIG TT	1x14x475G	161			
KENCO MED FLT COFF-RE TT \$	1x50x3PT	34			
VIMTO NO ADDED SUGAR JELLY POT	1x18x125G	333			
COOLDELGHT RASP RIPPLE MOUSSE	1x60x90ML	379			
3663 BEEF BURGER PREMIUM	1x24x113G	237			
MCCAINS CLASSIC HASH BRWNS TT\$	8x1x1KG	202.66	Lamb & Weston	10 x 1 Kilo	
SUSO TROPICAL 250ML	1x24x250ML	313			
MCDOUGALS STRAW VEG JELLY CRY\$	2x1x3.5KG	165			
QUORN PIECES CATERING	10x1x1KG	33.6			
CALYPSO PURE ORANGE JUICE CUPL	1x96x85ML	174			
VALUE RANGE MILD WHITE CHEESE	4x1x4.75KG	28.75			
3663 DICED CARROTS 10MM P/L	4x1x2.5KG	295.5			
3663 DESSISCATD MED COCONUT\$	4x1x2KG	85.25			
3663 180 MEDIUM FRESH EGGS	1x1x180PK	82			
READI BAKE TOPED DOUGHNUTS MIX	1x1x36PK	213			
3663 TOMATO KETCHUP 4.5KG TT	2x1x4.5KG	195.5			
3663 PLAIN FLOUR. TT \$	6x1x1.5KG	327.91			
4INCH S SEAL SAUSGE ROLL UBAKE	1x48x80G	235			
CLASSIC ROAST POTATOES	4x1x2.5KG	140			
MCDOUGALL AMERCAN STYLE MUF M\$	4x1x3.5KG	84.25			
LA GRANARIA SPAGHETTI 10 INCH	4x1x3KG	192			
3663 MIXED VEGETABLES.	4x1x2.5KG	199.25			
QUORN BURGER 50G	5x1x2KG	45.6			
PEPPERONI SLICED SUPER TOPS	12x1x1KG	22.43			
MAGGI RICH RUSTIC TOMATO SCE\$	12x1x800G	133.15			
SLICED BEEF 6X500G	6x1x500G	68.03			
SUPERTOPS HAM STMPS PIZZ TPPNG	10x1x1KG	31.7			
3663 SAGE ONION STUFFNG MIX TT	1x1x3KG	244			

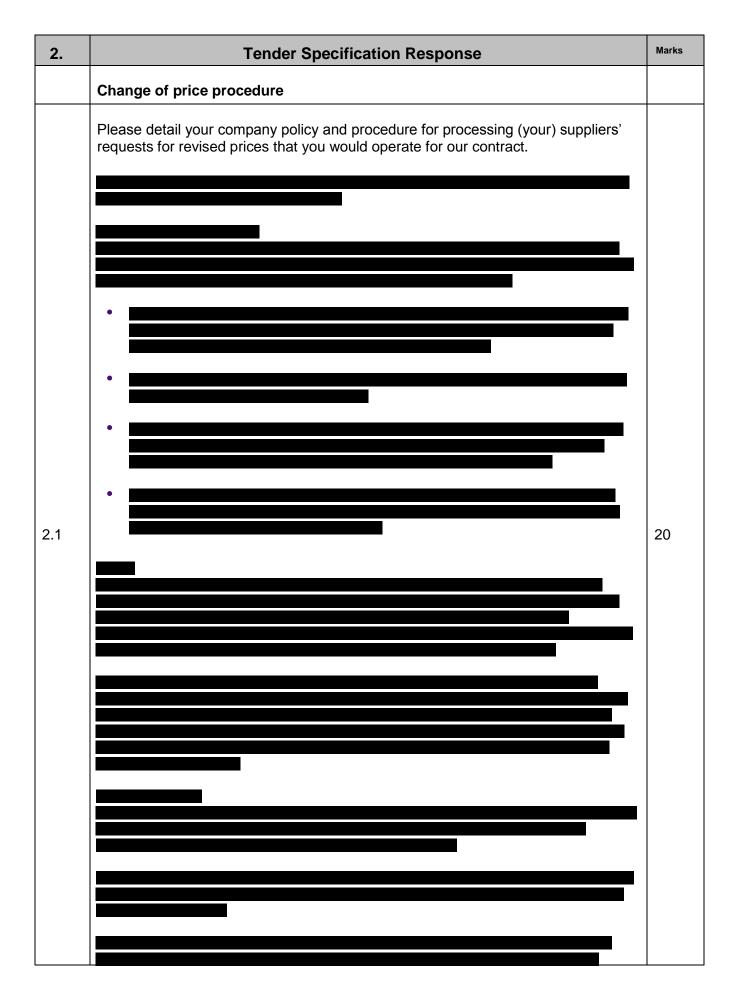
KNOR EGG NOODLES NEST	1x1x3KG	169			
3663 JUMBO HD SLCD ROL 7.5IN\$	1x8x6PK	174			
PURE ORANGE JUICE RE-SEAL TT	12x1x1LTR	232.58			
KELLOGG'S RICE KRISPIES TT	1x4x400G	229			
SAPPHIRE BOWL 4OZ\$	1x1x1000PK	57			
MFL QUORN BALLS 1KG	10x1x1KG	29			
CORONET TOMATO KETCHUP PTNS TT	1x200xPTN	560			
FLORA ORIGINAL SUNFLOW SPRD TT	6x1x2KG	57.2			
WAFER THIN SMOKED HAM 80%\$	12x1x400G	70.53			
DR OETKER VANILLA FLAVOURING	6x1x500ML	100.17			
PEAR HALVES IN JUICE	6x1x2.5KG	61.96			
MULLER FRUIT CORNER MIXED CASE	1x12x150G	281			
SHIRE CHEESE ONON PASTY UNBAKD	1x32x130G	103			
UNCLE BEN BALTI COKING SC TUB\$	2x1x2.24KG	118			
PEACH SLICES IN JUICE 411G	12x1x411G	185.04			
FLETCHR BRD THK SLD WMEAL TT \$	1x8x800G	243			
SUSO LEMON 250ML CAN	1x24x250ML	173			
TATE&LYLE CASTR SUG 10K BAG	1x1x10KG	104			
3663 BEEF BURGER 2OZ 100%	1x48x57G	116			
3663 MATURE WHITE CHEDDER TT	1x1x2.44KG	137			
CALDER CHKN TIKA MAYO SAND FIL	1x1x1KG	319			
PURE APPLE JUICE RE-SEAL TT	12x1x1LTR	144.5			
MULLER CRUNCH CORNER MIXED	1x12x135G	234			
CORONET MINI PK ASSRTD BISC TT	1x100x1PK	165			
JACOBS CREAM CRACKERS\$	1x168xT-P	73			
3663 SAUSAGES 8'S	1x1x80PK	98			
HEALTHIER OPTION PORK SAUSAGE	1x1x4.54KG	117			
3663 HASH BROWNS	10x1x1KG	68			

CORONET ASSORT CHEESE PORTIONS	1x1x50X20G	148		
3663 MIXED PEPPERS DICED	10x1x1KG	85.9		
MULLER HLTHY BALNCE SMTH RBERY	1x12x100G	467		
LA GRANARIA TRICOLORE FUSILLI	4x1x3KG	81.5		
MCDOUGALS ORANG VEG JELLY CRY\$	2x1x3.5KG	89		
CHEF WILLIAM CORNFLOUR	4x1x3.5KG	92.75		
FLORA SPREAD PORTIONS CASE	1x120x10G	184		
3663 CURTIS DRIED SULTANAS	4x1x3KG	45.75		
BISTO GRAVY MIX\$	6x1x343G	155.55		
CORONET MAYONNAISE PORTIONS TT	1x1x200PK	234		
3663 MATURE WHITE CHEDDAR TT	1x1x4.75KG	58		
MCD B'CURRANT JELLY CRYST.\$	2x1x3.5KG	69		
**MSC WILD RED SALMON 418G	1x6x418G	41		
XMAS VAN & STR ICE CRM TUB	1x60x80ML	145		
ROSELLE TOPPING\$	6x1x1KG	36.47		
CHEF WILLIAM GRANULATED GARLIC	6x1x500G	45.66		
ENJAYS 20CM PANCAKES.	1x10x10PK	74		
BEECHDEAN BELGUIM WAFFLES TT \$	1x6x8X55G	117		
KERRYMAID CHEESE SLICES	8x1x1.4KG	26.67		
3663 WHOLE GLACE CHERRIES\$	6x1x1KG	40.59		
QUORN SAUSAGES (40 X 50G)	5x1x2KG	25.6		
SIMPLY SWEET POTATO	4x1x1KG	106.75		
PHASE DAWN PACKET MARGARINE	40x1x250G	89.7		
MCCAIN PURELY POTATO SLICES\$	4x1x2.5KGBA	90.5		
STRAWBERRIES.	5x1x1KG	62.4		
3663 SML CLD WTR PRAWN CKD&PLD	10x1x1KG	11.9		
COPELLA APPLE FRUIT JUICE	1x8x250ML	310		
KIREN 12 INCH THIN PIZZA CRUST	1x16x230G	144		

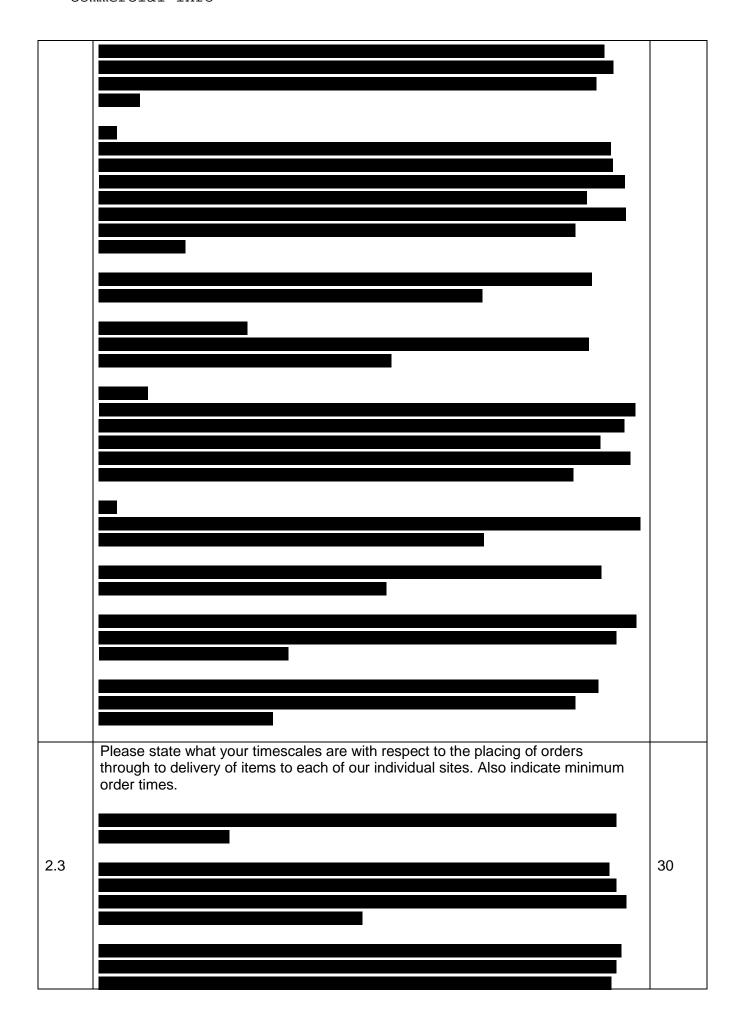
AC EASY COOK BASMATI RICE	1x1x5KG	119			
SBLOC MILK CHOC FLAVOURD DROPS	6x1x3KG	17.17		-	
DALOON VEGETABLE FINGERS 28G	1x1x50PK	272			
BIRDS CHEESECAKE FILLING MIX\$	6x1x96PTN	27.17			
HOLLYLAND TEARDROP PLAIN NAAN	1x30x75G	229		-	
3663 MUSHY PROCESSED PEAS	6x1x2.6KG	75.91			
TOMATO PASTE 800G TT	12x1x800G	48.84			
3663 CONC WASHING UP LIQUID	2x1x5LTR	88.5			
MVALE CHICKEN MEAT COOKED	4x1x2.5KG	17.5		-	
3663 FLOUR WHOLEMEAL\$	6x1x1.5KG	139.54			
MCDOUGALLS CHOC MUFFIN MIX\$	4x1x3.5KG	32.25		-	
VR VALUE PEAS TT	4x1x2.5KG	62.5		-	
3663 SHORT GRAIN RICE	1x1x5KG	123		-	
STORK BAKING TUB	6x1x2KG	43.38			
SUPERCOOK BAKING POWDER BAG	6x1x500G	104			
KITCHEN RANGE VEGETABLE NUGGET	5x1x1KG	56.8			
SAPPHIRE BOWL 6OZ\$	1x1x1000PK	21			
KNORR BECHAMEL SAUCE	3x1x5LTR	44.22			
BLADEN MXED CHEESE PTN 20G TT\$	1x1x50X20G	99			
INN KID SMTHIE ORNG MNGO PAPL\$	1x24x180ML	76			
SMARTIES COOKIE DOUGH	1x100x45G	48			
MAX HSE GRANULES\$	6x1x750G	8.91			
CATER FOIL 45CMX90M\$	1x1x45CM X	144			
BLUE DRGN COCO MLK	12x1x400ML	66.31			
DOLMIO SPICY ARRABIATTA SAUCE\$	2x1x2.23KG	61.5			
3663 CLINGFILM 30CMX300M\$	1x1x300MM X	214			
3663 PEEL PLUM TOMATO TT	6x1x2.5KG	50.52			
MULLER FROMAGE FRAIS LIT STARS	1x36x45G	138			

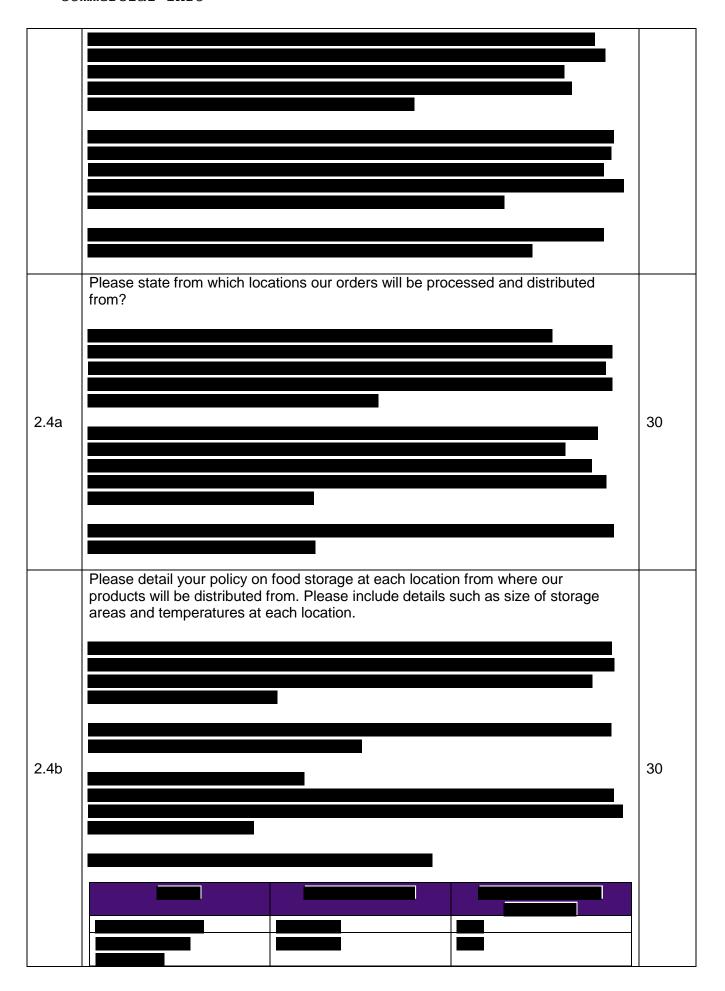
3663 60 MEDIUM FRESH EGGS	1x1x60PK	90			
3663 SALAD CREAM 2.27 LTR	2x1x2.27LTR	109.5			
THK&CRMY YOG MXD MULLER TT	1x12x110G	251			
3663 LIKE BUTTER.	6x1x2KG	23.31			
BRITISH PORK SAUSAGE 8S\$	1x80xPK	46			
3663 CLINGFILM 45CMX300M TT\$	1x1x450MM X	133			
INNCNT SBRY RBRY BLKBRY SMTH\$	1x6x4X180ML	69			
3663 CURLY FRIES TT	4x1x2.5KG	34.5			
LEE KUM KEE HOT WOK NOODLE POT	1x1x500EA	14			
REECES RED LEICESTER CHEESE	4x1x1KG	27.5			
JUS ROL PUFF PASTRY 5IN SQURE\$	1x96x5INCH	84			
BREADED SALMON NON FRIED CRUMB	1x1x60EA	40			
3663 UHT WHIPPING CREAM TT	12x1x1LTR	20.41			
HOLLANDS CHEESE & ONION SLICE\$	1x36x169GEA	49			
3663 BTTRD CHKN BRST BURGER	1x24x70G	79			
CHEF WILLIAMS MIXED HERBS 140G	6x1x140G	59.28			
3663 SLICED MILD WHITE CHEDDAR	6x1x1KG	17.51			
MCDOUG CARROT CAKE MIX (3.5KG\$	4x1x3.5KG	15.25			
3663 SFREE BLACKCRNT SQUASH TT	2x1x5LTR	139			
GREEN GIANT SWEETCORN NIBLETS	1x12x670G	44			
TRADITIONAL CRUMPETS	1x1x96PK	62			
ARLA SKIMMED UHT MILK	1x12x1LTR	59			
ORLMNS GREEN BEANS WHOLE	4x1x2.5KG	34.5			
BISTO ORIGINAL GRAVY POWDER\$	1x1x3KG	41			
ROB DINORWIC SLCD BEEF GRAVY\$	1x2x1.2KG	42			
THAI SWT CHILI SAUCE	2x1x2.3KG	43.5			
CHICAGO TOWN F/S TAKEAWAY CHIC	1x8x670G	29			
TROP PURE PRM SMTH ORNG JCE TT	1x8x250ML	168			

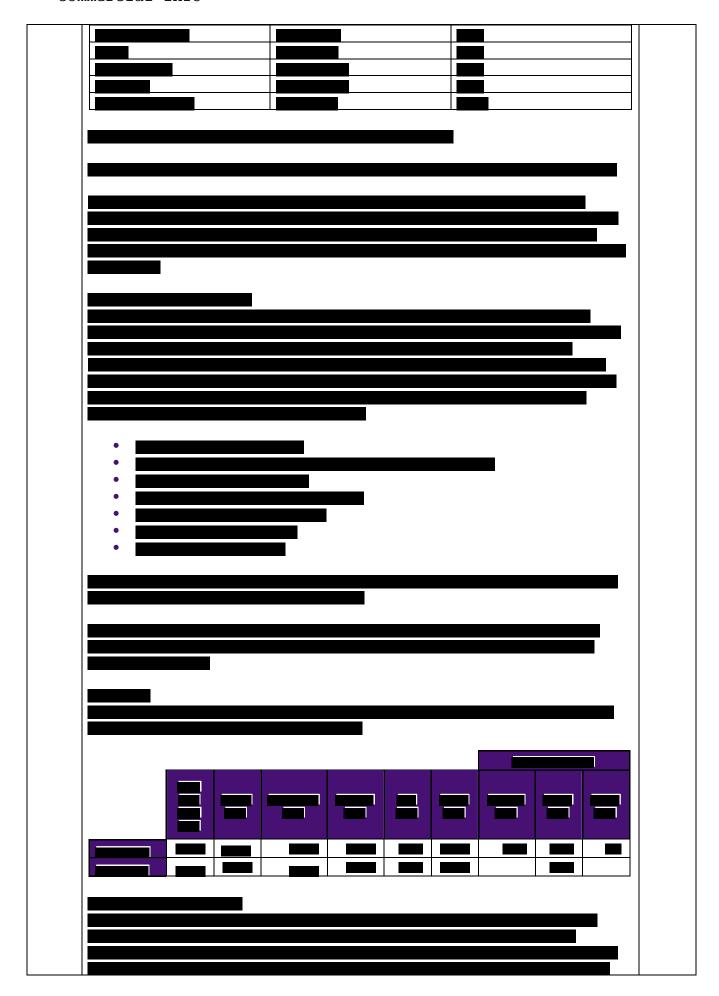
		T	1		
PINGUIN FRUIT OF THE FOREST	5x1x1KG	32.2			
HELLMANNS MAYONNAISE TT \$	1x1x5LTR	42			
3663 SFREE ORANGE SQUASH TT	2x1x5LTR	159.5			
3663 ENGLISH WHITE MUFFIN\$	1x8x6PK	63			
3663 ORIENTAL MIX	10x1x1KG	31.2			
MCDOUGALLS SOFT BAP MIX\$	4x1x3.5KG	24			
BIRDS CHEESECAKE CRUMB MIX\$	6x1x96PTN	29.41			
SLICED CHICKEN 18/20SLC\$	12x1x400G	21.76			
S/BLOC MILK CHOC BAR	20x1x750G	11.7			
MCD MINI MARSHMALLOWS\$ TT	1x1x450G	122			
3663 SLICED BEETROOT IN WATER	1x6x800G	108			
NAP FIVE BEAN SALAD\$	6x1x800G	56.87			
3663 MANDARIN SEGMENT IN SYRUP	6x1x2.5KG	7.52			
3663 CRANBERRY SAUCE.	4x1x2.5KG	16.5			
BIRDS EYE VEGETBLE FINGRS 284G	1x12x10EA	56			
BIRDS ANGEL DLGHT WHITE CHOC\$	12x1x600GPKT	11.82			
CORNED BEEF CAN 340G TT	12x1x340G	16			
MCD LIME JELLY CRYSTALS\$	2x1x3.5KG	27			
KINGFISHER PINK SALMON	1x6x418G	30			
KELLOGGS COCO POPS 12 X 295G	12x1x295G	22			



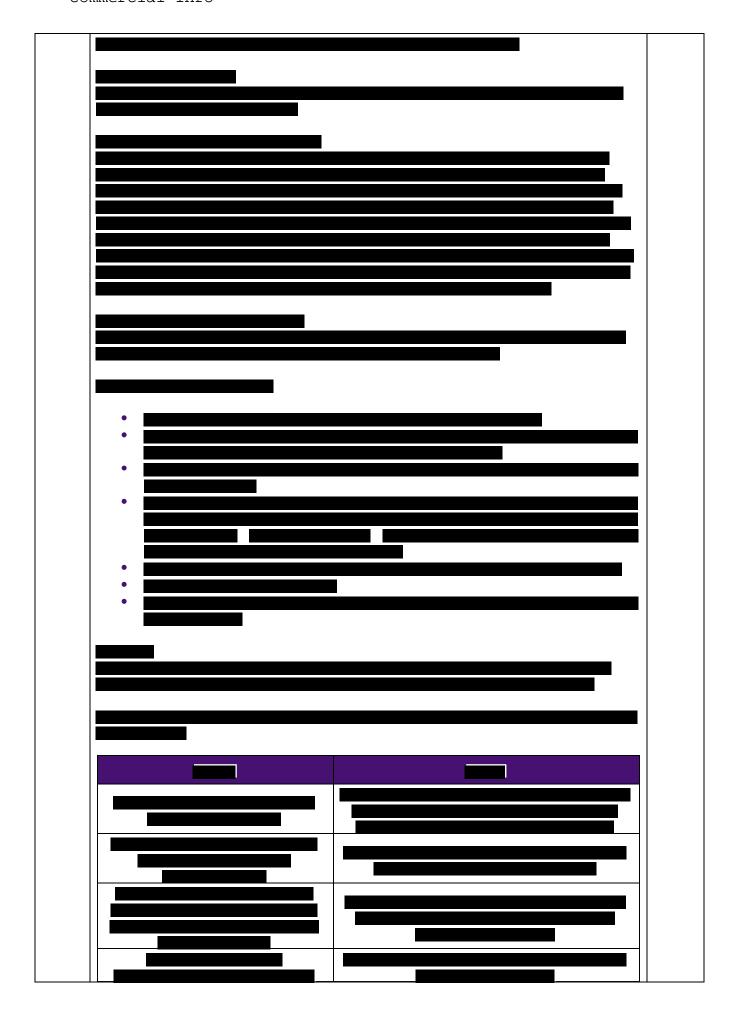
	Order, Delivery and Quality procedures	
	Please detail your company policy on the placing of orders and detail all available ways individual sites can place orders with your company that you would operate for our contract.	
2		20

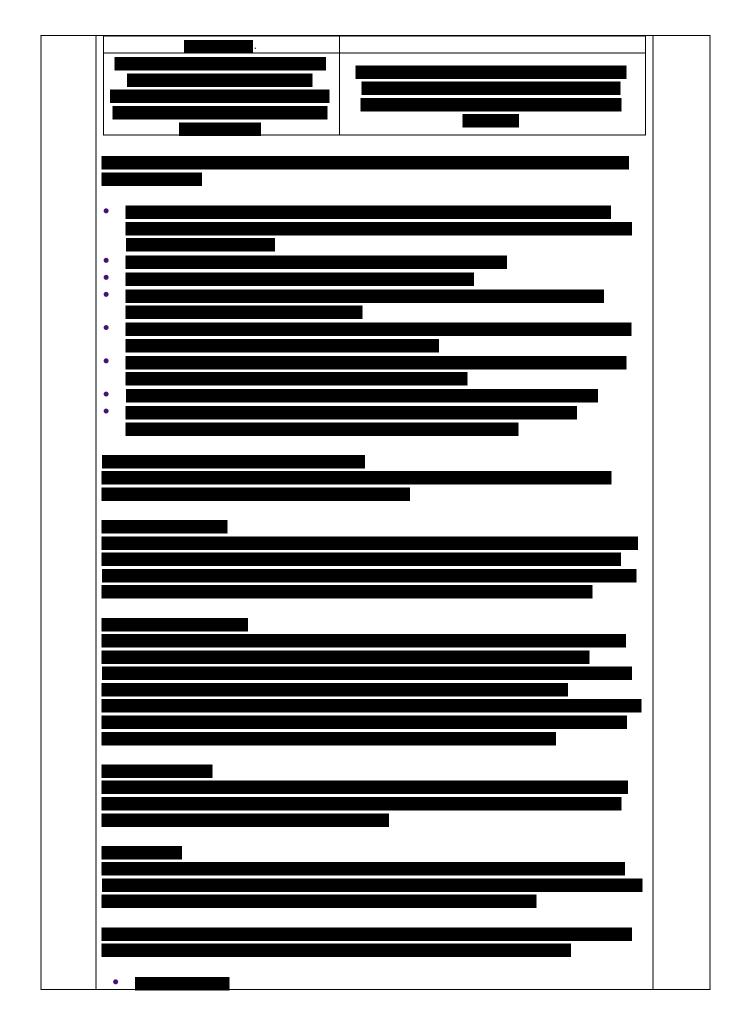


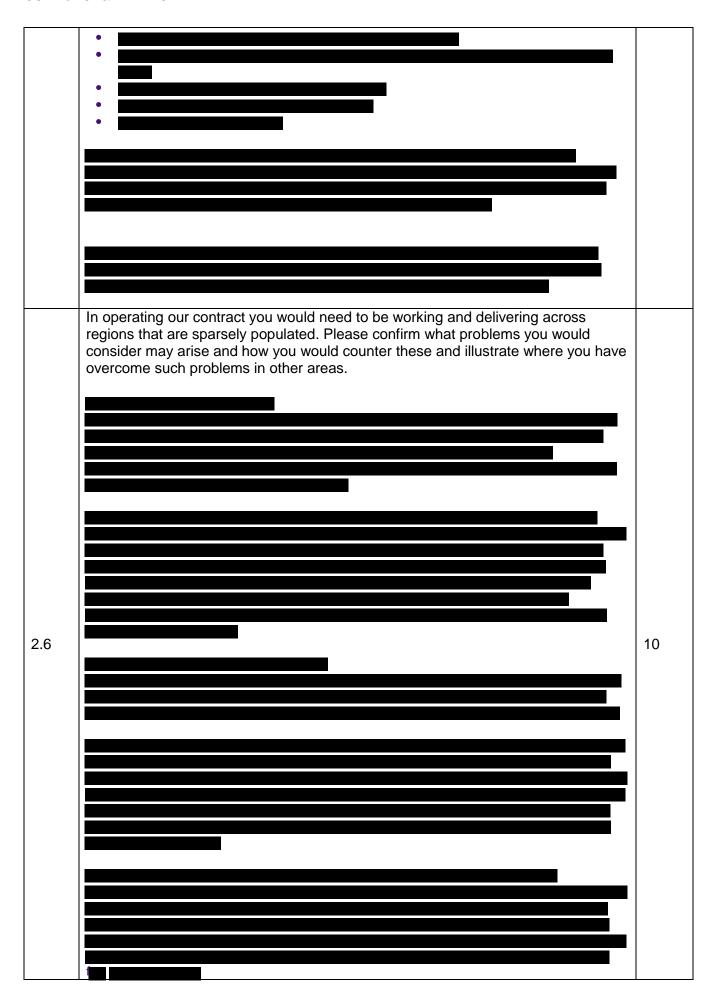


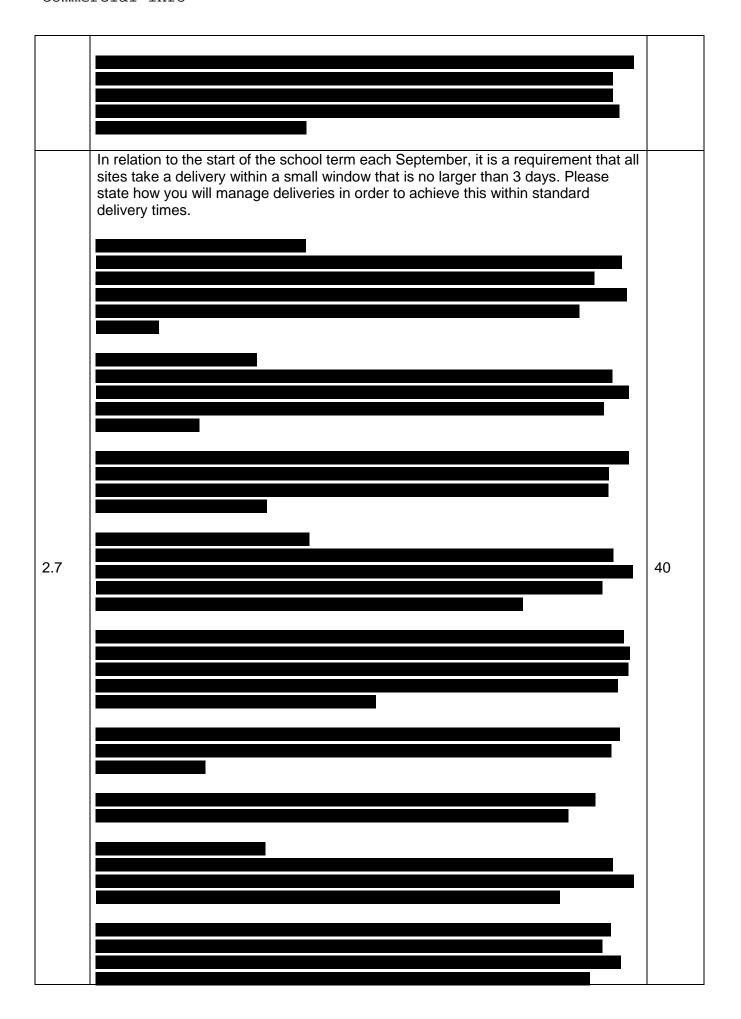


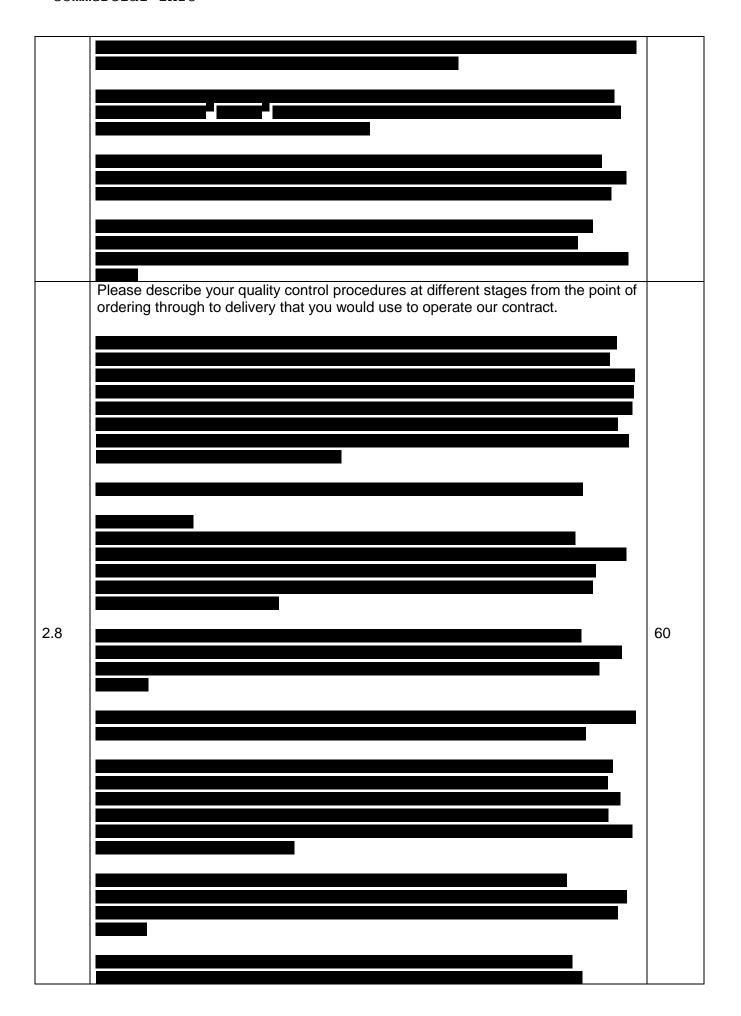
2.4c	Please confirm that you will be able distribute all nominated lines to all sites within your stated delivery timescales.	Yes
	Please list full details of your delivery fleet indicating types of vehicles, number, size, age, refrigeration and freezer functions, location/operating base and fleet renewal programme that you would use to operate our contract.	
2.5		10

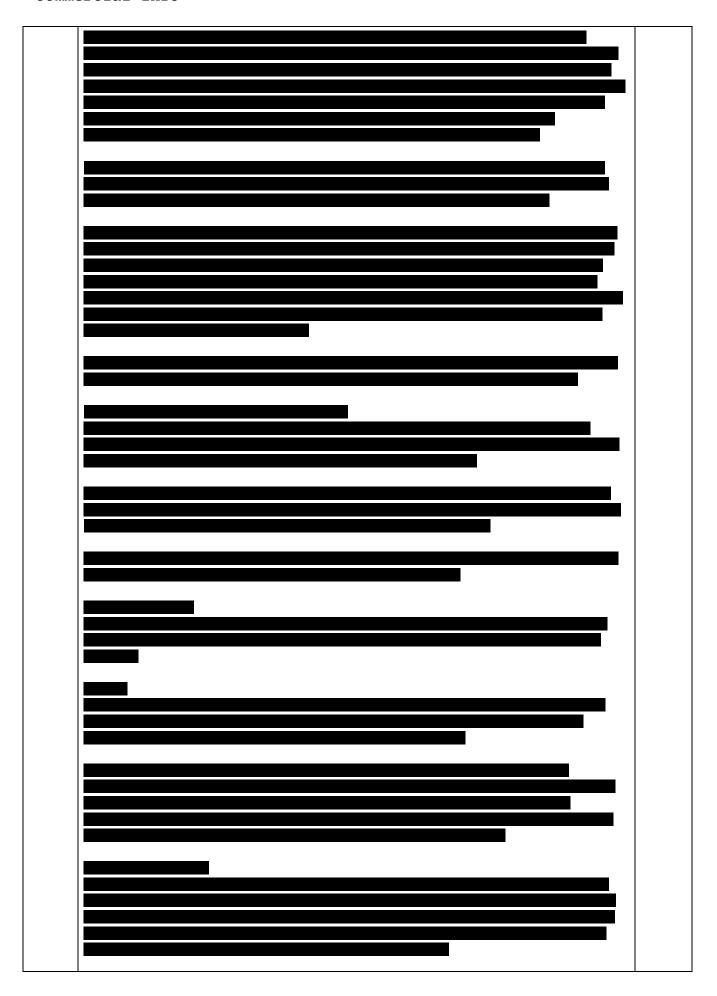


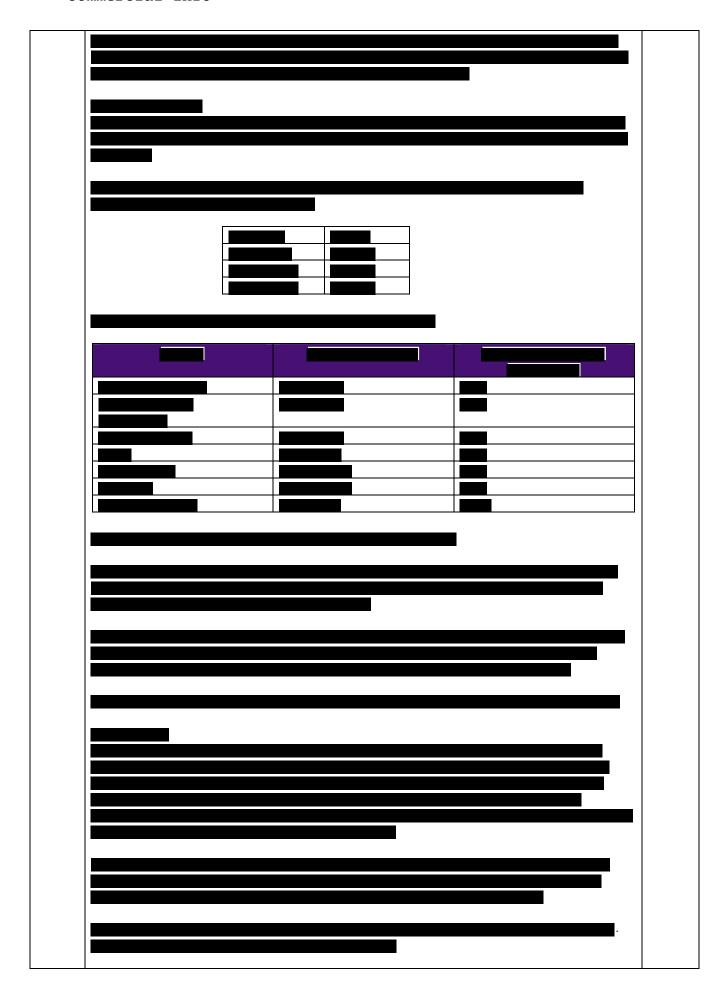


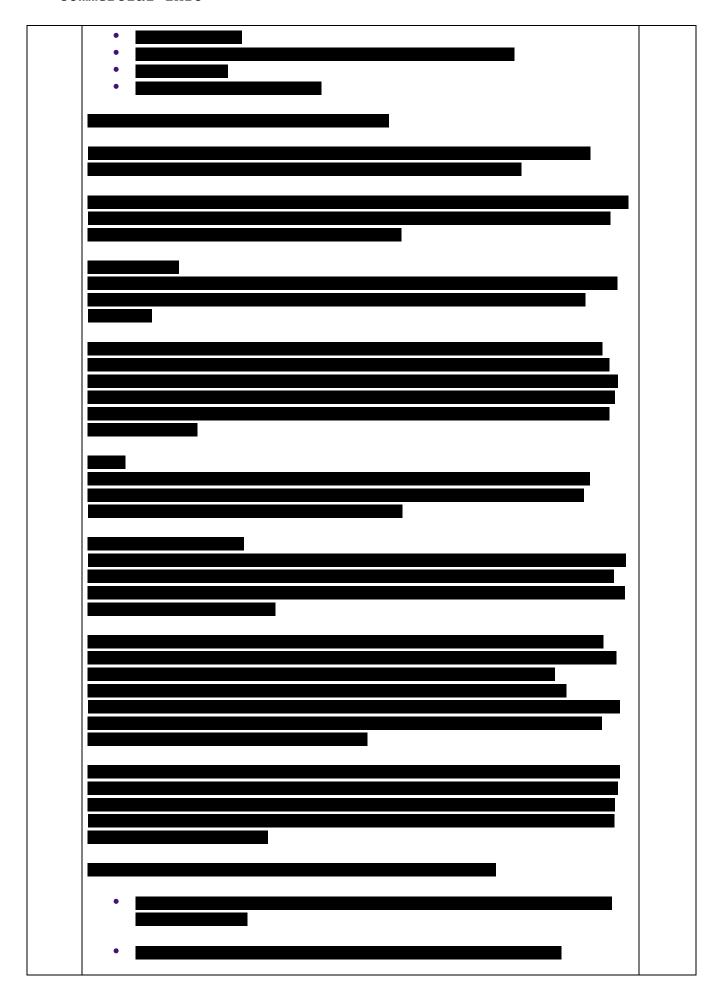


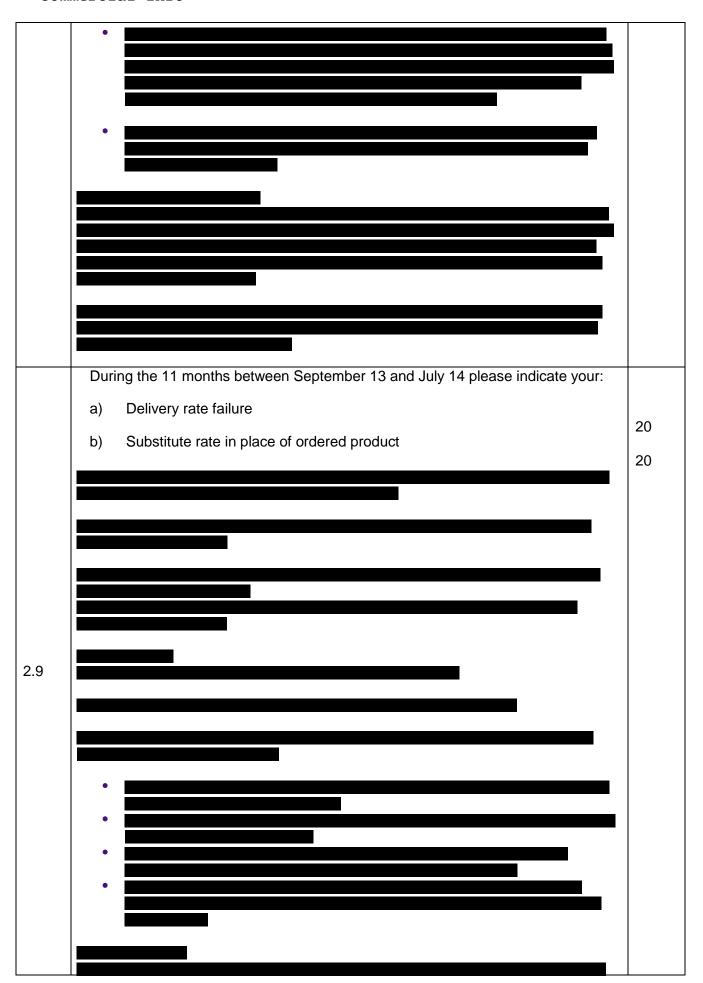


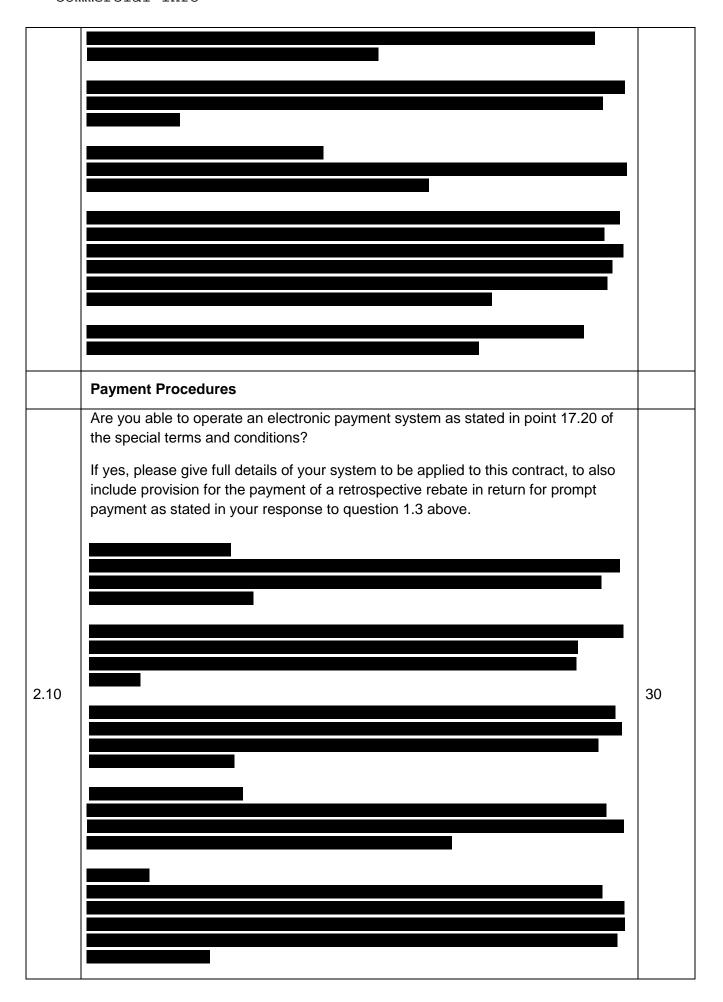


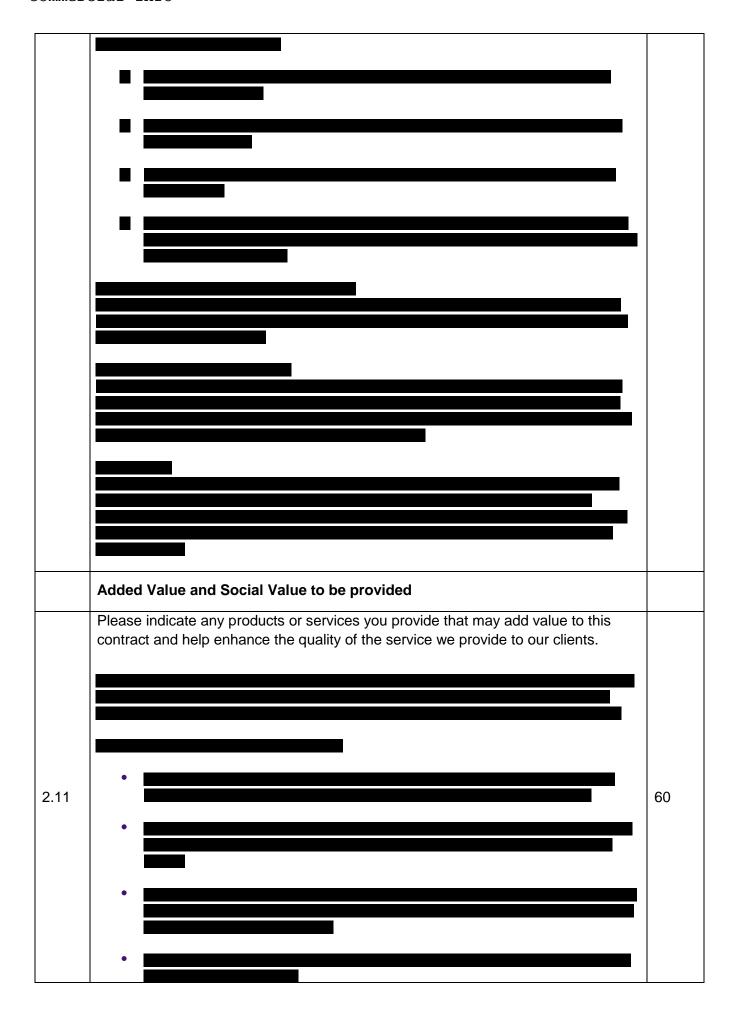




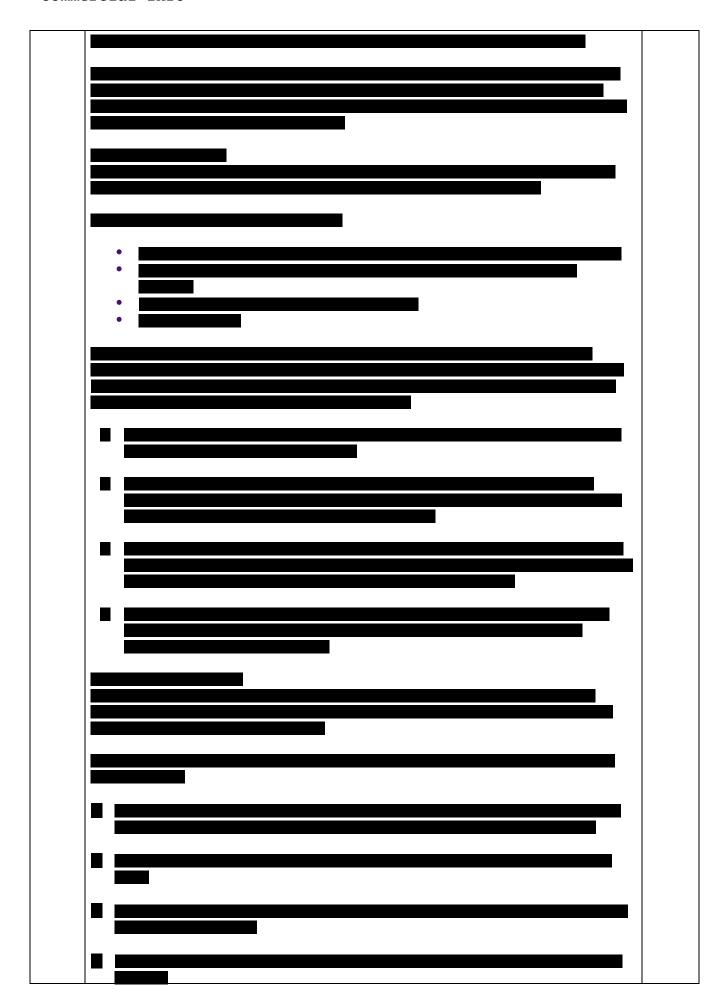


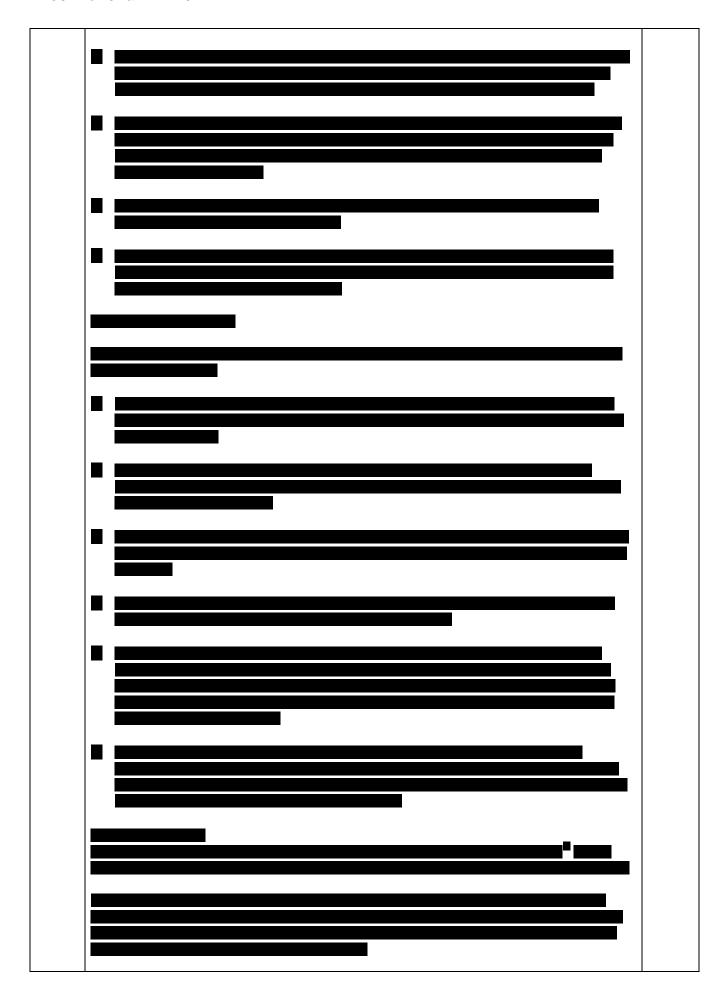


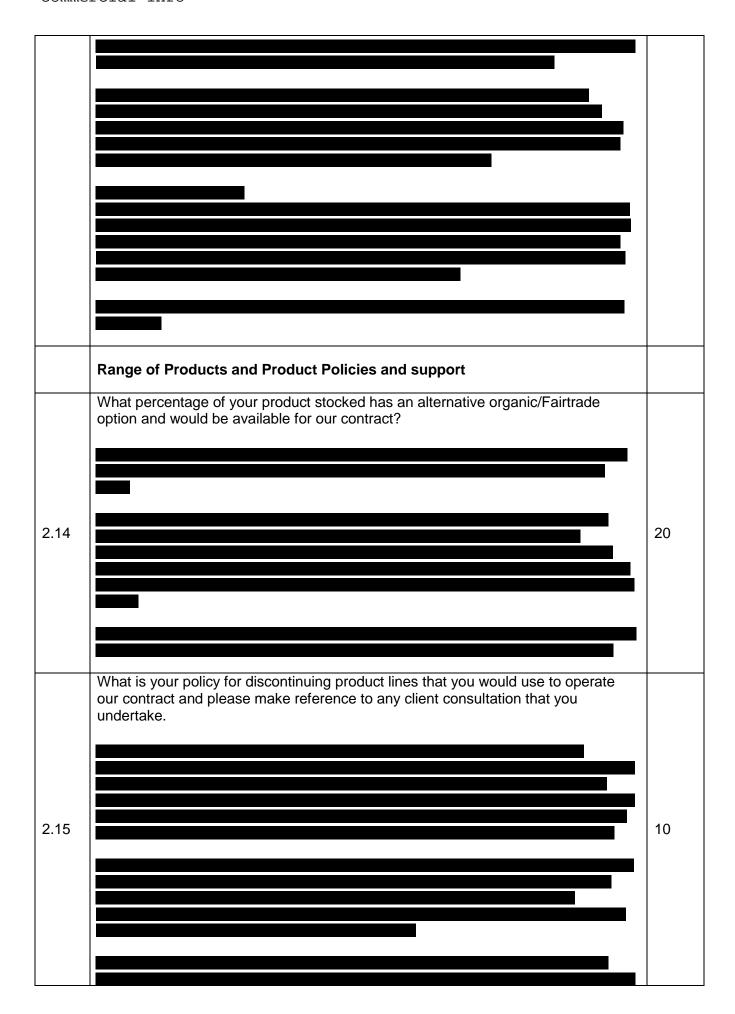


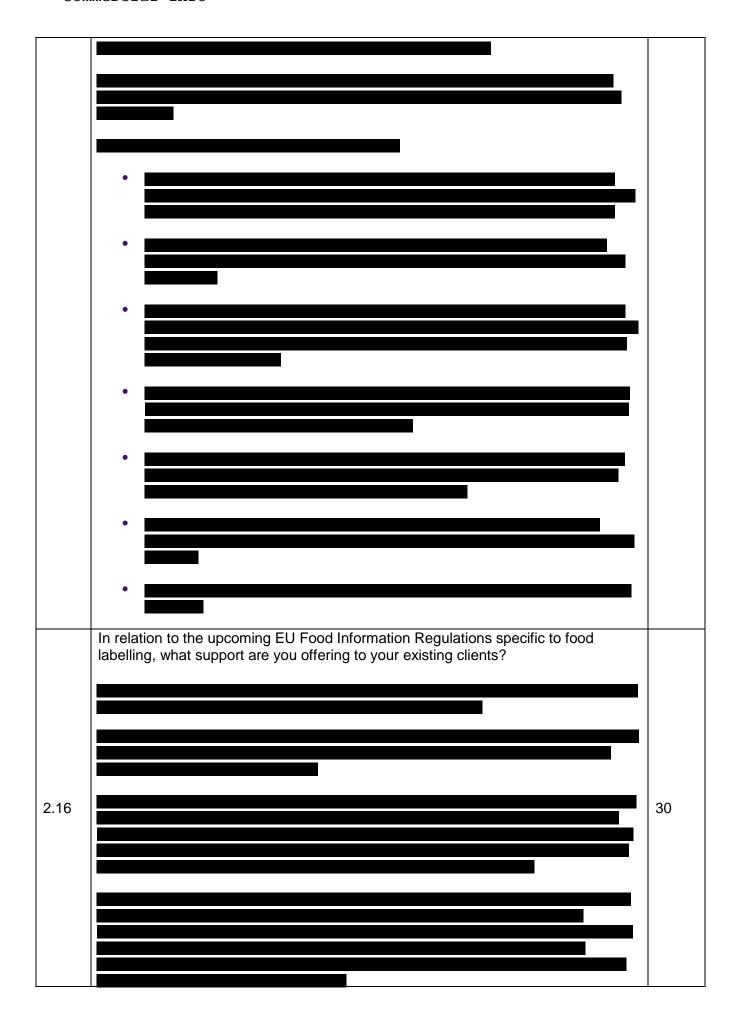


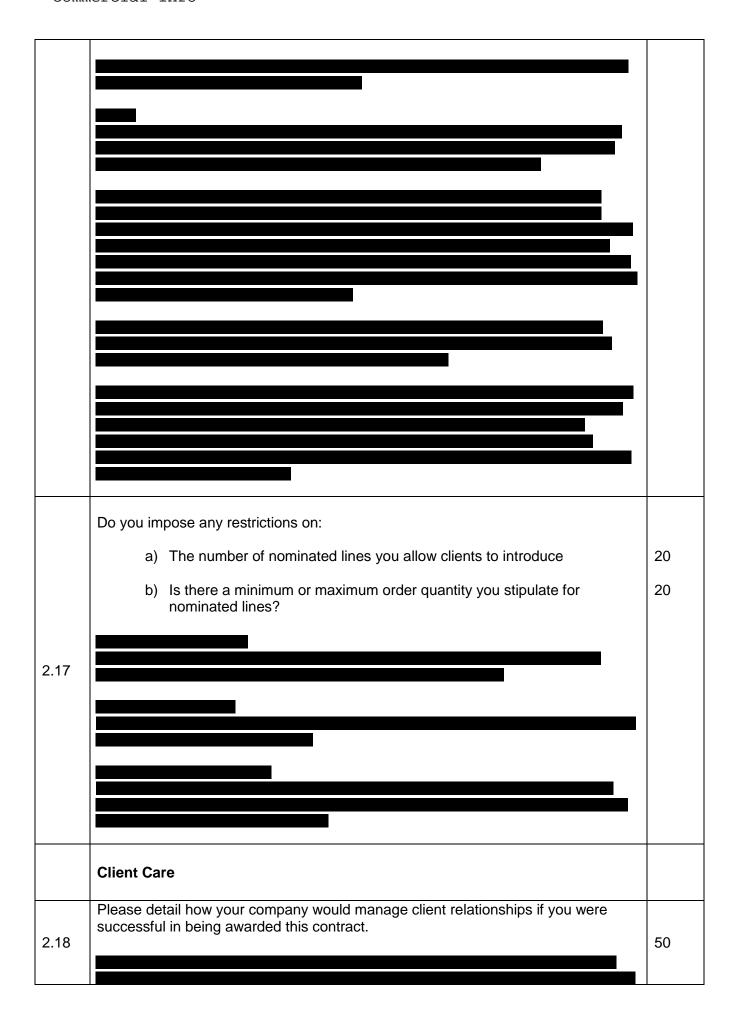
	•	
	•	
	Deriving Social Value outcomes from our contracting is important for Shropshire	
	Council. Accordingly please provide details of any economic, environmental or social benefits you will deliver if you are awarded the contract and undertake the	
	required services	
	•	
2.12	•	10
	•	
	Handling of complaints	
	Please detail your company complaints procedure that you would operate for our	
	contract and give examples of how this has been used to satisfactorily resolve any	
2.13	issues that have occurred recently with contracts that you currently hold.	20

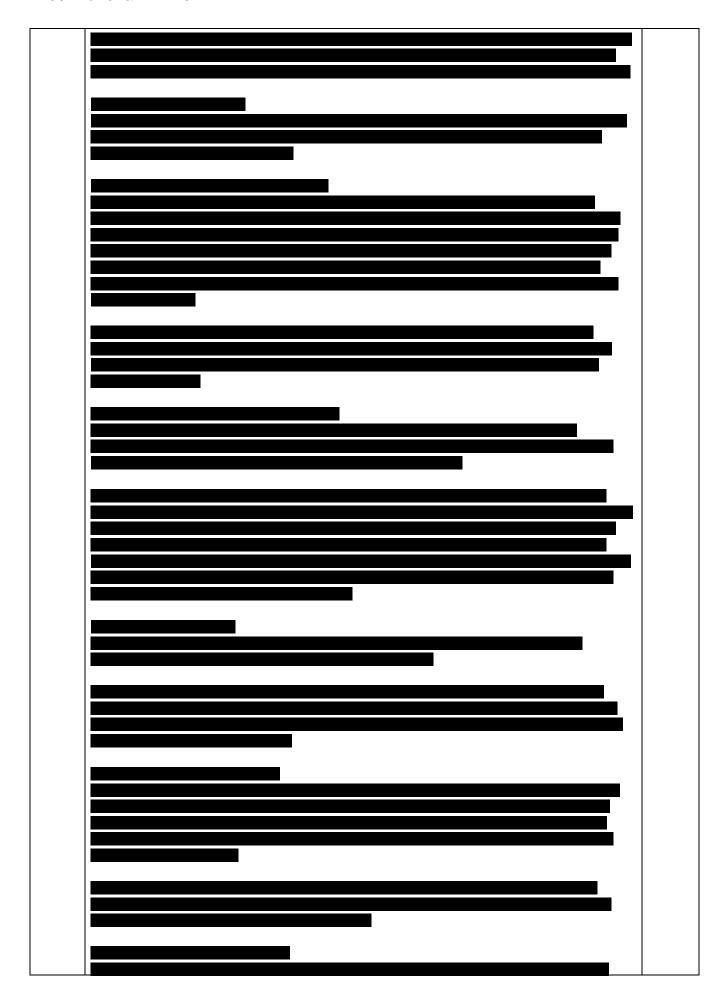


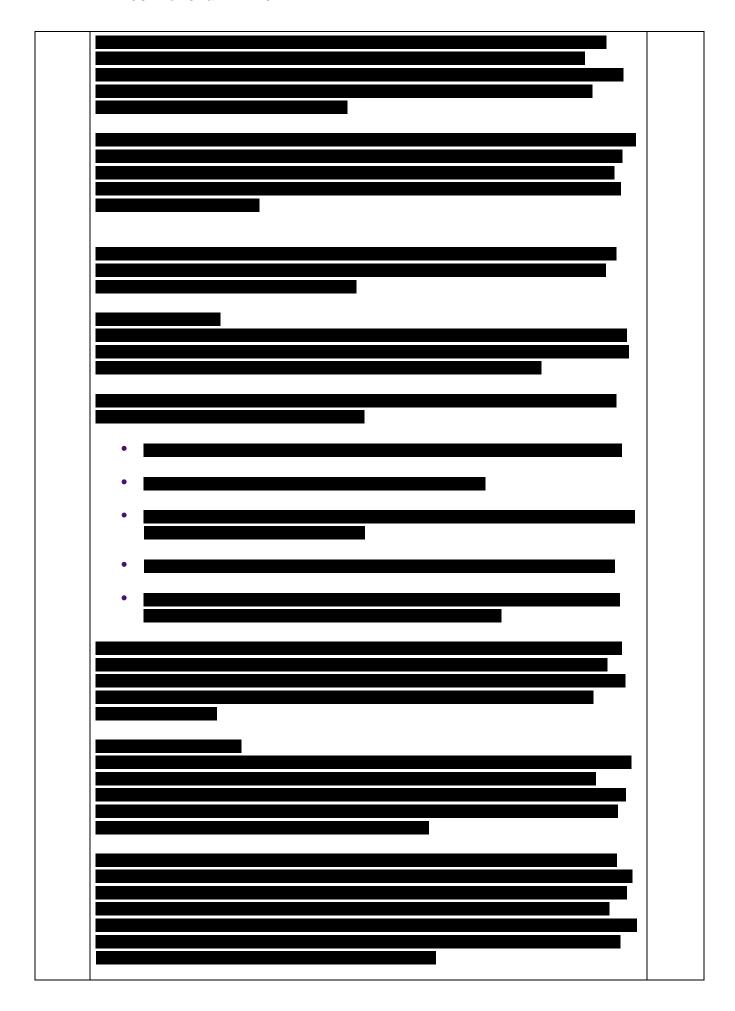


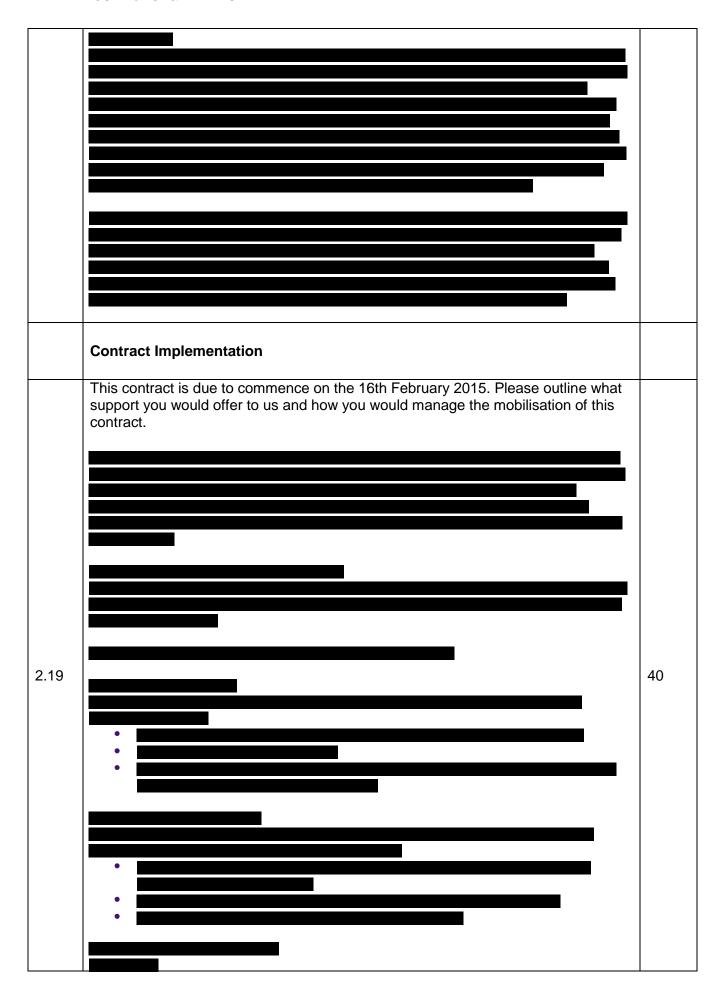


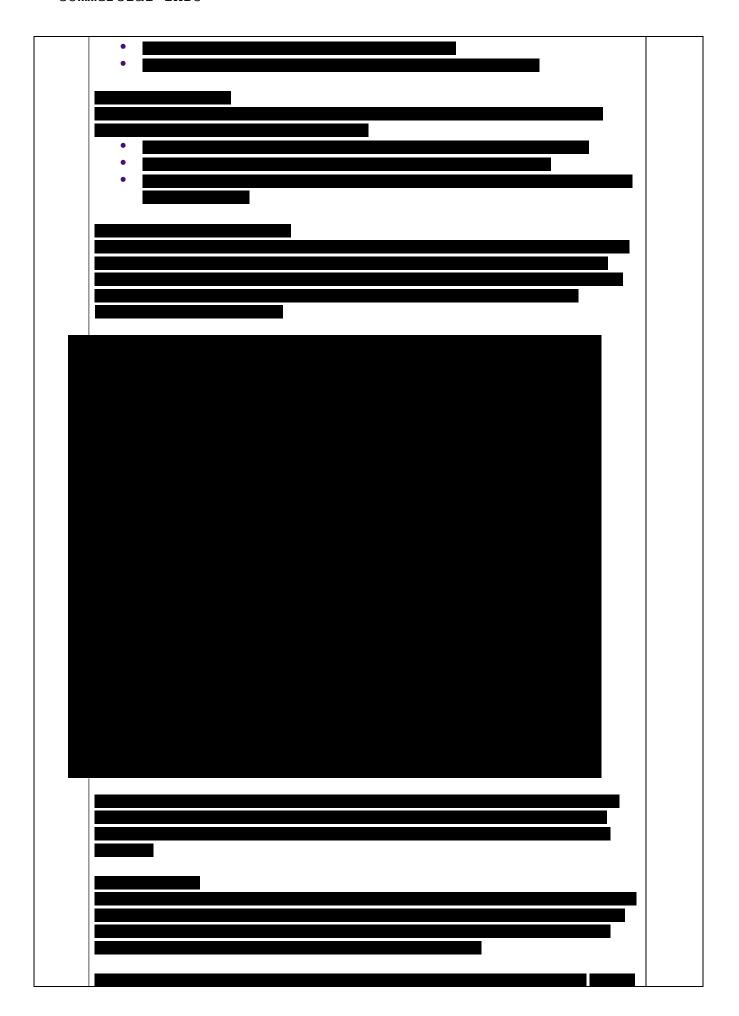












Section I: Food Additives to be avoided

Please confirm that the food additives listed below are NOT used in any of the products supplied under this arrangement -if your products contain any of these additives your tender will be excluded.

Yes / No



Colours		Preservat	ives	
E102	Tartrazine	E210	Benzoic acid	
E102	Quinoline Yellow	E210	Sodium benzoate	
	•			
E110	Sunset Yellow FCF (Orange	E220	Sulphur dioxide	
	Yellow S)	E249	Potassium nitrite	
E122	Carmoisine (Azorubine)	E250	Sodium nitrite	
E123	Amaranth	E251	Sodium nitrate	
E124	Ponceau 4R (Cochineal Red A,	E252	Potassium nitrate	
	Brilliant Scarlet 4R)	E282	Calcium propionate	
E127	Erythrosine B5	Some preservatives, 'The Sulphites', are known to		
E128	Red 2G	be a problem for asthmatics.		
E129	Allura Red AC			
E131	Patent Blue V	E221	Sodium sulphite	
E132	Indigo Carmine (Indigotine)	E222	Sodium hydrogen sulphite	
E133	Brilliant Blue FCF	E223	Sodium metabisulphite	
E142	Green S	E224	Potassium metabisulphite	
E150	Caramel (a) (b) (c) (d)	E226	Calcium sulphite	
E151	Black PN (Brilliant Black BN)	E227	Calcium hydrogen sulphite	
E153	Carbon Black (Vegetable Carbon)	E228	Potassium hydrogen sulphite	
E154	Brown FK (Kipper Brown)	LZZO	1 otassiam nyarogen saipinte	
E155	Brown HT (Chocolate Brown HT)	Anti-oxida	ante	
	Canthaxanthin	E320		
E161(g)			Butylated hydroxyanisole (BHA)	
E173	Aluminium	E321	Butylated hydroxytoluene (BHT)	
E180	Pigment Rubine (Lithol Rubine BK)			
		Flavourings		
Flavour Er		All flavourings unless clearly stated 'Natural' must		
E621	Monosodium glutamate (MSG)	be avoided. Flavourings do not have E numbers		
E622	Monopotassium gutamate (MPG)			
			ditives that can be a problem for	
Sweetene		asthmatics or aspirin sensitive people.		
E950	Acesulfame K	E212	Potassium benzoate	
E951	Aspartame	E213	Calcium benzoate	
E953	Isomalt	E214	Ethyl 4-hydroxybenzoate	
E954	Saccharin	E215	Sodium ethyl 4-hydroxybenzoate	
E965	Maltitol (i), Maltitol (ii), Maltitol syrup	E216	Propyl 4-hydroxybenzoate	
E966	Lactitol	E217	Sodium propyl 4-hydroxybenzoate	
E967	Xylitol	E218	Methyl 4-hydroxybenzoate	
	,	E219	Sodium methyl 4-hydroxybenzoate	
Other additives not allowed for infants and		E230	Diphenyl	
young children.		E231	Orthophenyl phenol	
E310	Propyl gallate	E232	Sodium ortophenyl phenol	
E311	Octyl gallate	E233	Thiabendazole	
E312	Dodecyl gallate	E234	Nisin	
LJ12	Dodecyi galiate	E235	Natamycin	
			Natarrycin	



personal & commercial info

BFS Group Limited - T/A Bidvest 3663 Buckingham Court Kingsmead Business Park London Road High Wycombe Buckinghamshire HP11 1JU

Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Date: 11th November 2014

Dear Sirs

IMC 111 - GROCERIES, PROVISIONS AND FROZEN FOODS 2014

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above contract as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 24th November 2014.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the framework/contract after the expiry of the standstill period.

The award criteria for this contract were set out in full in Invitation to Tender with quality accounting for 60% of the total marks price accounting for 5% of the marks and the pricing schedule accounting for 35% of the total marks.

We can confirm that your tender received the following scores and ranking:-

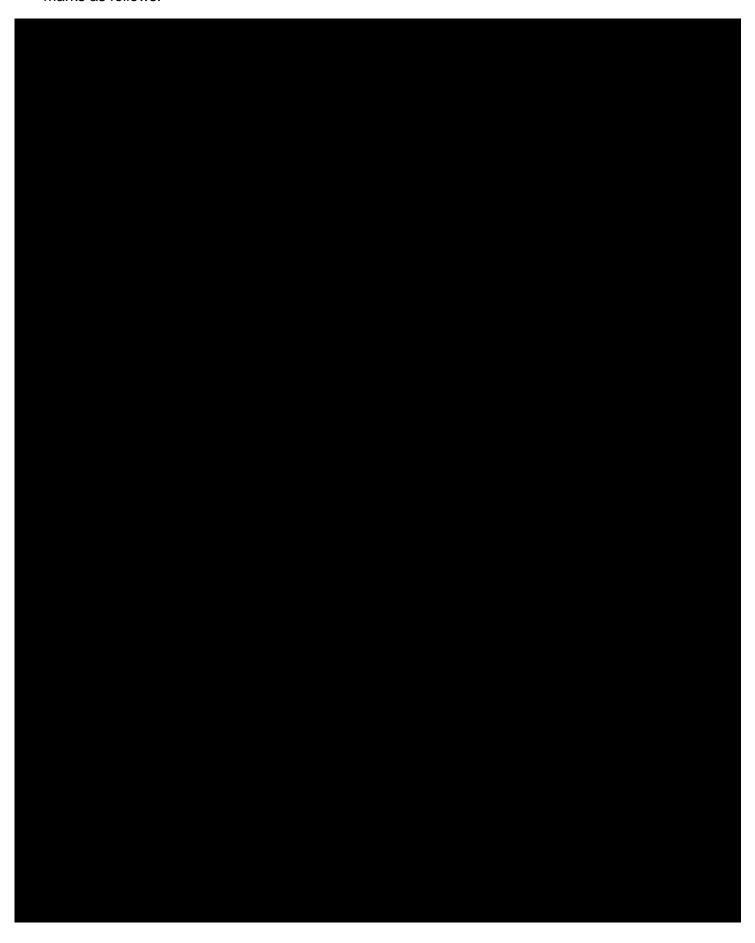
Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	(out of all 6
Quality			
Price			
Pricing Schedule			
Overall			

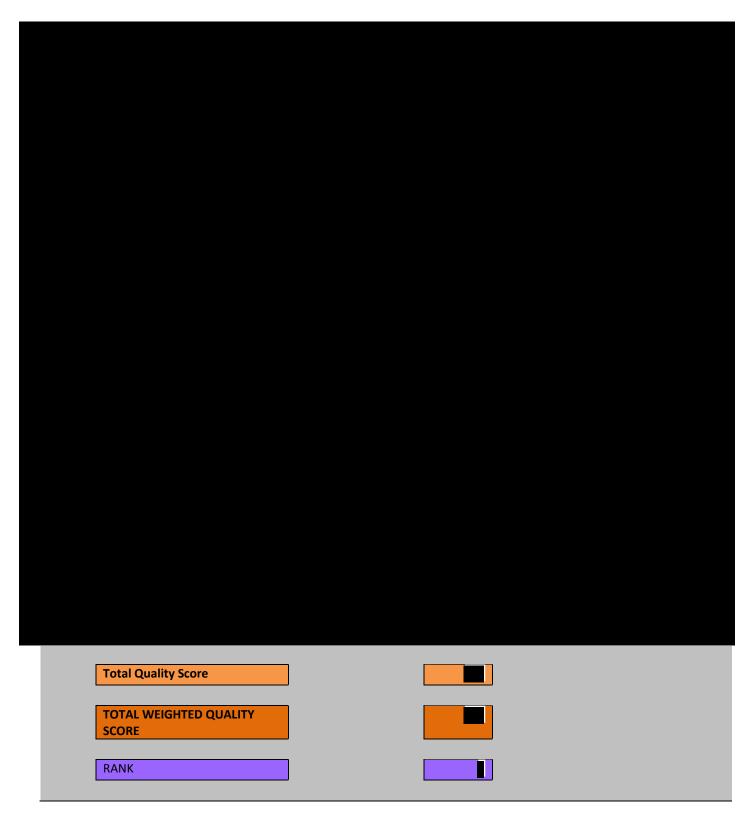






Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-





We will be in touch with you again at the end of the standstill period.

Yours faithfully