



**COMMUNITY RESOURCES  
LAND & FLEET SERVICES**

**CONTRACT FOR  
DISPOSAL OF RECYCLATE WASTE**

**COMMENCING 1 APRIL 2007**

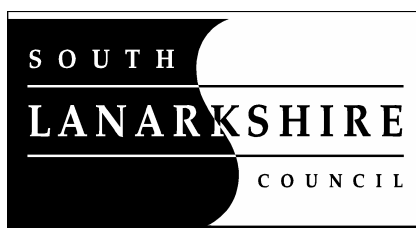
**TO 31 MARCH 2014  
(with options to extend)**

**INSTRUCTIONS TO TENDERERS  
CONDITIONS OF CONTRACT  
SPECIFICATIONS AND CONDITIONS  
RETURN DOCUMENTS**

**OFFERS TO ARRIVE  
NO LATER THAN 10a.m.  
ON  
WEDNESDAY 10<sup>TH</sup> JANUARY 2007**

**Norrie Anderson, Executive Director  
Community Resources  
Council Offices  
Almada Street  
HAMILTON  
ML3 OAA**

**REF: CM/LS/06/4**



## **COMMUNITY RESOURCES**

### **LAND & FLEET SERVICES**

**CONTRACT:** Disposal of Recyclate Waste  
**PERIOD:** 1 April 2007 to 31 March 2014(options to extend)  
**SCHEDULE NO:** CM/LS/06/4

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**SOUTH LANARKSHIRE COUNCIL  
COMMUNITY RESOURCES  
LAND & FLEET SERVICES**

**CONTRACT:** Disposal of Recyclate Waste  
**PERIOD:** 1 April 2007 to 31 March 2014(options to extend)  
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*General Description*

The Council is currently working in partnership with North Lanarkshire Council to develop long term pan Lanarkshire Waste Management solutions. These solutions are not part of this tender exercise. Currently, the council has in place a number of formal and informal arrangements for the disposal for treatment and final disposal of its various recyclate waste streams. These arrangements will be terminated on the completion of this tender process.

The purpose of this tender is to put in place a contract or contracts which will remain out with the planned pan Lanarkshire arrangements and which will, long term, enable the council to dispose of certain elements from its waste stream which have the capability of being re-used or recycled.

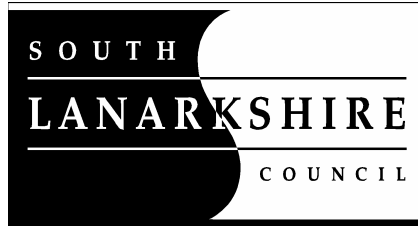
The Council estimates that during the period of this contract, approximately 17,500 tonnes of co-mingled recyclate, 13,500 tonnes of special uplift waste, 850 tonnes of segregated glass, 1,000 tonnes of mixed glass, 2,500 tonnes of inert waste, 5,000 tonnes of gully waste, 250 tonnes of wood, 1,430 tonnes of scrap, 100 tonnes of cardboard, 6 tonnes of mixed cans, 13 tonnes of batteries, 60 tonnes of tyres and 17,275 tonnes of green waste will require to be handled by the Contractor(s). These figures are only given as estimates and are liable to vary depending on a number of factors - the actual length of this contract, increases or decreases in the amount of waste collected by the Council or the Council's increasing ability to divert waste away from landfill into recycling or for further treatment, although not exclusively by these factors. All costs associated with the reception, treatment and final disposal of the contract waste, along with some transportation costs where indicated, will be the responsibility of the Contractor(s). The Council will be responsible for the cost of transportation of contract waste, except where noted, to the unloading facility operated by the contractor.

During the agreement period the Council will be seeking to develop a partnership approach to the provision of this service and to work with the successful bidder to demonstrate Best Value provision.

For further information please contact: -

Munro Anderson  
Procurement Manager  
Community Resources  
South Lanarkshire Council  
Council Offices  
Almada Street  
HAMILTON  
ML3 0AA

Tel: - (01698) 454607  
Fax:- (01698) 454229  
E.Mail: - [munro.anderson@southlanarkshire.gov.uk](mailto:munro.anderson@southlanarkshire.gov.uk)



**COMMUNITY RESOURCES**

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**PERIOD:** 1 April 2007 to 31 March 2014(options to extend)

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**SECTION 1: INSTRUCTIONS TO TENDERERS** for contracts with South Lanarkshire Council (hereinafter referred to as “the Council”)

Submission of 1.1 Tender documents issued by the Council to a prospective offerer must  
Tender not be passed on to a third party without the express permission of the  
Council.

1.2 Offers must be submitted on the Official Tender provided. Offers  
submitted in any other manner will not be considered.

Entries on 1.3 All entries such as rates, price totals, conditional clauses, or any other  
Tender endorsements entered on the Tender by the offerer must be made in ink  
or be typewritten.

Return of 1.4 Offers must be returned to the address specified on the Tender, sealed  
Offer in the official pre-addressed envelope provided, to arrive not later than  
10 am on the closing date for the Tender as stated on the returning  
envelope and on the Tender Documents.

**LATE OFFERS WILL NOT BE CONSIDERED.**

Unit Price 1.5 Where appropriate the unit price offered for each item must be entered  
in the “rate” column and extended to the “total” column in accordance  
with the quantity specified.

Difference in 1.6 Where the amount entered in the “total” column is not in accordance  
Unit and Total with an exact calculation of the “rate” quoted and the quantity  
specified for the item, the figure in the rate column will be taken as the  
correct figure and the offer will be amended accordingly.

Nett Prices	1.7	<p>The prices quoted on the Tender must be strictly nett prices and must be exclusive of Value Added Tax. The Contractor will be deemed to have satisfied himself that the nett prices submitted on the Tender include an allowance for all matters in respect of safety, health and welfare and the conditions of employment of work people and all matters relating to the satisfactory execution of the contract and for the undernoted insurance:</p> <p>(a) of items against loss or damage by fire or any other cause, and</p> <p>(b) against injury to persons and damage to property arising out of or in the course of or caused by the carrying out of the work involved in this contract.</p>
Settlement Discount	1.8	<p>Contractors offering settlement discounts for prompt payment of invoices must state such terms on the YELLOW PAGE of the Tender. The nett price quoted on the Tender should be those to which settlement discounts will apply.</p>
Payment of Invoices	1.9	<p>Payment of invoices will be made by the Director of Finance after an authorised officer of the Council has certified correct delivery of the specified articles.</p>
Yellow Page	1.10	<p>Any clause, conditions, amendments to specification, or any other qualifications which an offerer may wish to make conditional to his offer in accordance with the various conditions contained herein MUST be on the YELLOW PAGE incorporated in the Tender.</p>
Firm Offer	1.11	<p>All offers will be regarded as FIRM PRICE OFFERS for at least the first year of the contract period.</p>
Validity Period	1.12	<p>All offers submitted to the Council must remain open for acceptance for a period of ninety days (90 days) from the Tender closing date.</p>
Council Rights Relating to Offers	1.13	<p>The Council are not bound to accept the lowest or any offer and reserve the right to accept any offer in whole or in part.</p>
Acceptance of Offer	1.14	<p>All offers are accepted on behalf of the Council by issue of a Letter of Acceptance. This letter does not constitute a formal order for services to be delivered under the contract. Orders will be issued separately.</p>

- Standstill Period - “Alcatel” 1.15 In line with the EU Courts “Alcatel” ruling, immediately following the issue of a letter of acceptance or a letter notifying a tenderer that they have been unsuccessful, there will be a standstill period of ten days before the award of any contract is confirmed. The standstill period will commence on the day immediately after the day on which these letters are issued, except where they are issued on a Friday in which case the standstill period will commence on the following Monday. If the tenth day falls at the weekend or on a public holiday it will roll forward to the next week day. The award of any contract may be confirmed in writing on the day following the tenth day.
- Certificates and Declarations 1.16 Contractors submitting offers for any contract with the Council must complete all Tender Return Documents contained in Section 4 of the Tender Document. Any offer submitted without these certificates/declarations duly completed will not be considered.
- Site Visit 1.17 Tenderers may visit and inspect the Cadzow Dam and Castlehill Waste Transfer Stations if they so wish, at reasonable times within business hours (8.45am to 4.45pm Mon-Thurs, 8.45am to 4.15pm Fri), to assist with the preparation of their tender. Contact should be made with Mr Brian McLean, Land Services Manager (Waste) on 01698 717748 or e-mail at [brian.mcxxxx@xxxxxxxxxxxxxxxxxxx.xx](mailto:brian.mcxxxx@xxxxxxxxxxxxxxxxxxx.xx)
- Evaluation Criteria 1.18 Contract will be awarded to the most economically advantageous tender on the basis of the following criteria and weightings
- |                        |     |
|------------------------|-----|
| Non Financial elements | 50% |
| Made up of             |     |
| Service/Technical      | 40% |
| Quality                | 5%  |
| Contract Conditions    | 5%  |
| Financial element      | 50% |
- Signing of Documents 1.19 Tenderers are required to complete and sign all the pages indicated. Tenderers must also sign the bottom of Schedule 2 to the Conditions of Contract.

**CONTRACT FOR THE DISPOSAL OF RECYCLATE WASTE**

**SECTION 2**

**GENERAL CONDITIONS OF CONTRACT**

These are the Conditions of Contract referred to in the foregoing offer by the Contractor to South Lanarkshire Council.

## INDEX OF CONDITIONS

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  9. Variations, Instructions and Modifications in Service
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## 1. Definitions, Interpretations and Related Matters

1.1 "**Commencement Date**" means the date from which the Contractor is required to commence provision of the Services which shall be 1 April 2007 unless the parties otherwise agree.

"**Contract**" means the agreement between the Council and the Contractor for the provision of the Services by the Contractor to the Council for the Contract Period and which incorporates the Form of Tender and the Council's written acceptance thereof, all Certificates and Declarations contained in Schedule 3 of the Tender Document, completed and signed by the tenderer, the Method Statements provided by the Contractor to the Council, the Contract Conditions, together with any appendices and any authorised amendments thereto and all other documents submitted by the Contractor as part of its tender for the Services.

"**Contractor**" means the person or persons, firm or company whose tender has been accepted by the Council and includes their representatives, employees, agents nominated sub-contractors and assignees whomsoever, but specifically excludes any sub-contractor or assignee whose nomination has not been previously approved in writing by the Council.

"**Contract Administrator**" means Executive Director of Community Resources and any person instructed or authorised by them or any other officer whom the Council may appoint from time to time as Contract Administrator for the purposes of the Contract.

"**Contract Conditions**" means these conditions of contract including the Schedules hereto and any modification thereof duly made in accordance with their provisions.

"**Contract Period**" means the period during which the contract shall subsist between the Council and the Contractor in accordance with its terms and which, in the first instance, shall be from **1 April 2007 until 31 March 2014** (with options to extend) or as amended in accordance with any of the provisions hereof.

"**Contractor Representative**" means the person appointed by the Contractor to act on its behalf as its main point of contact with the Council throughout the Contract Period.

"**Cost of Living Index**" means the Index of Retail Prices (all items) contained in the monthly digest of statistics issued by the Central Office of Information or such other government publications as may, from time to time, supersede the same.

"**Council**" means South Lanarkshire Council, a local authority constituted in terms of the Local Government etc., (Scotland) Act 1994 and having its main offices at Council Offices, Almada Street Hamilton, or any successor authority thereto.

"**Form of Tender**" means the Form of Tender submitted by the Contractor specifying the rate offered for performance of the Services pursuant to which the Contract was awarded.

"**Index Period**" means:

- (i) the period of one year ending one month prior to the review date.

"**Instruction**" means a direction or instruction given by the Contract Administrator to the Contractor in respect of any aspect of the Contract including but not restricted to those Instructions specifically referred to in the Contract.

"**Price**" means the total sums paid for the Contract Period representing the sum of the total tonnage of waste delivered/collected and recorded at the weighbridge at the loading/unloading site, multiplied by the relevant Rate.

“**Rate**” means the rate per tonne or per other unit of measure specified in the Contractor’s Form of Tender, or subsequently varied in terms hereof, which the Contractor shall charge the Council for performance of the Services or which the Contractor shall pay to the Council in return for the Waste.

“**Review**” means the review of the rate to be undertaken on the review dates.

“**Review Date**” means 1 April 2008 and annually thereafter as specified in Condition 6 hereof as the context requires.

“**Services**” means the provision of reception and treatment facilities for the handling of recyclate waste, delivered to the Contractor by the Council, and in the case of glass the additional services of uplift by the Contractor from the Council and transportation of bulked glass to the Contractor’s treatment facility, as specified in the Contract and, in particular, in the Specification. The Services provided must achieve the recycling targets set by the Council, as detailed in the Specification, and must also provide for the ultimate disposal of any residues left after treatment and for the ultimate disposal of any untreatable waste delivered under the Contract.

“**Specification**” means the specification of the Services forming Schedule 1 hereto.

“**Waste**” means all waste delivered to the Contractor by the Council or collected by the Contractor from the Council.

- 1.2 References to any statutory provisions herein, including statutory instruments, shall be construed as references to those provisions as respectively amended or re-enacted from time to time whether before or after the date of the Contract.
- 1.3 Words importing the singular number only shall be deemed to include the plural number and vice versa save where the context otherwise requires.
- 1.4 Words importing the masculine shall include the feminine and neuter gender save where the context otherwise requires.
- 1.5 References to persons shall include all entities with legal personality including natural persons, partnerships and companies save where the context otherwise requires.
- 1.6 Condition headings and any marginal notes are inserted for the convenience of reference only and shall not be treated as forming part of the Contract nor shall they affect the interpretation or construction hereof.
- 1.7 All the provisions of the Contract are severable and distinct from one another, save where the context otherwise requires, and should any of the same at any time become or be declared to be invalid, illegal or unenforceable the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired in any way thereby.

## **2. Services**

The Contractor shall perform the Services throughout the Contract Period (as may be amended) in terms of the Contract and to the satisfaction of the Council, in return for payment of the Price in accordance with the provisions of Condition 6.

**3. Contract Period**

- 3.1 The Contract shall commence on 1 April 2007 and continue until 31 March 2014 unless earlier terminated or further extended in accordance with any of provisions hereof.
- 3.2 The Council shall have the sole discretion, but shall not be bound to extend the Contract, for a further period of up to two years, by serving notice in writing on the Contractor at any time or times.
- 3.3 In determining whether or not to exercise discretion as aforesaid, the Council shall take into account all matters that appear, acting reasonably, to be relevant and appropriate, including but not restricted to, the performance of the Services by the Contractor throughout the Contract Period.

**4. Complete Price**

- 4.1 The Rates quoted by the Contractor in their Form of Tender are warranted by the Contractor to be complete in all respects and the Contractor shall not, nor attempt to, charge for items which are not specifically priced.
- 4.2 The Rate quoted by the Contractor shall be deemed to include all costs and expenses associated with the performance of the Services by the Contractor.

**5. Variations of Rates**

- 5.1 The Rate contained within the Form of Tender shall remain fixed, as a minimum, up until and including 31 March 2008. During evaluation, Tenderers who propose to fix the Rate for a longer period will be viewed favourably.
- 5.2 The Rate shall be updated and increased or decreased on the Review Date by a percentage equivalent to the percentage rise or fall in the Cost of Living Index during the relevant Index Period.
- 5.3 The Council will not accept any change in the Rate(s) occasioned by the Contractor changing the Site to be used by it, or the Contractor changing the method(s) of treatment of the contract Waste and or the methods or routes of any subsequent transportation of the Waste, unless these changes result in a reduction in the price to be charged to the Council or an increase in the sum to be paid to the Council.

**6. Method of Payment**

- 6.1 In return for proper performance of the Services in the reasonable opinion of the Council, the Contractor shall be paid the Price in instalments as specified herein.
- 6.2 The Contractor or the Council shall submit accounts for payment at four weekly intervals during the Contract Period for the instalment of the Price which relates to all the Services provided in the immediately previous four week period. Said accounts shall include details of said Services and copies of the recorded tonnage at the Contractor's Site.

The programme for submission of accounts and the format and information required in such accounts shall be agreed with the Contract Administrator prior to the Commencement Date.

- 6.3 Within 28 days of receipt of the account submitted pursuant to Condition 6.2 the Contract Administrator shall certify the value of the completed Services and the amount to be

discharged by the Council to the Contractor or the Contractor to the Council, after taking into account any amounts previously certified in respect thereof.

- 6.4 All variations will require to be approved in writing, except for cases of emergency, by the Contract Administrator before inclusion in the appropriate account.
- 6.5 The cost of services, additional to those in the Specification, for which the Contractor has had to obtain quotations from specialist sub-contractors/ suppliers, will require to be approved in writing by the Contract Administrator before the works in question commence.
- 6.6 The Contract Administrator shall have the right to re-measure and re-value any Services or part thereof contained in any account.
- 6.7 If an account submitted by the Contractor in accordance with Condition 6.2 is found by the Contract Administrator. whether or not it has been certified, to contain errors in the Contractor's favour in excess of the amount that should properly have been included in the account submitted, that account shall be amended and the Council:-
- 6.7.1 shall only be required to discharge such corrected account or, if the uncorrected account has been certified and discharged, shall be entitled to recover the excess by deduction from any amount due or to become due to the Contractor or that excess may be recovered from the Contractor as a debt;
- 6.7.2 may deduct from any amount due or to become due to the Contractor any amount in respect of Services not carried out, Services not carried out to the satisfaction of the Contract Administrator (including, without prejudice, deductions arising as a consequence of default notices recorded by the Contract Administrator) and/or any Services which have been omitted from the Contract; and
- 6.7.3 may deduct from any amount due or to become due to the Contractor under the Contract or recover from the Contractor as a debt all costs reasonably incurred by the Council in finding the error.
- 6.8 If the Contractor fails to submit an account in accordance with Condition 6.2 and if at the end of 28 days' notice in writing subsequently given to the Contractor by the Contract Administrator the Contractor has still failed to submit the account, the Contract Administrator may arrange for the measurement and valuation of the relevant Services and prepare the account to be certified under Condition 6.3. The Council may deduct from any amount due or to become due to the Contractor under the Contract or recover from the Contractor as a debt all costs reasonably incurred by the Council in respect of such measurement and valuation and preparation of the account arranged by the Contract Administrator.
- 6.9 The Council shall discharge the amount stated as due to the Contractor in any certificates issued by the Contract Administrator within 14 days from the date of issue of the certificate.

## **7. Value Added Tax**

- 7.1 Sums payable to or by the Contractor pursuant to this contract are exclusive of any Value Added Tax (V AT).
- 7.2 The Council shall pay to the Contractor and vice versa, any VAT properly chargeable on the supply by the Contractor of the Services, as specified in the relevant legislation.
- 7.3 Upon receipt by the Contractor of any payment made by the Council pursuant to the conditions hereof being a payment including VAT, the Contractor shall forthwith issue to the

Council an authenticated receipt in such form as may be required by any Statute or any Order or Regulation made thereunder which may be in force from time to time.

- 7.4 Notwithstanding any provision to the contrary in the Contract Conditions, the Council shall not be obliged to make any further payment to the Contractor if the Contractor is in default in providing the receipt referred to in sub-Condition 7.3 provided that this sub-condition shall only apply where the Council can show that it requires such receipt to validate any claim for credit for VAT paid or payable which the Council is entitled to make to the Commissioners of Customs and Excise.

## **8. Variation**

Subject to the terms of Condition 3.2, the Parties may vary the terms of the Contract by agreement in writing.

## **9. Variations, Instructions and Modifications in Service**

- 9.1 No minimum tonnage of Waste is guaranteed to be delivered to the Contractor in relation to the performance of the Services. The Council will not be responsible to the Contractor for any loss suffered by the Contractor as a result of the actual quantity of Waste being different to any extent from that shown as an estimate in the Specification.
- 9.2 The Contract Administrator may issue Instructions requiring a Variation of the Services and he may, at his discretion, sanction in writing any variation made by the Contractor otherwise than pursuant to any instruction of the Contract Administrator. No Variation required by the Contract Administrator or subsequently sanctioned by him/her shall vitiate the Contract. The costs of all variations must be agreed with the Contract Administrator.
- 9.3 The Contractor must satisfy itself as to the sufficiency of any Instruction and if it is of the opinion that a Variation is required for any part of the Services then the same must be requested by it either verbally and confirmed later in writing or in writing prior to commencement of the services in question. The cost of work executed in variation from the Service without the Instruction of the Contract Administrator will not be met by the Council. However, in the event that exceptional or emergency circumstances require the Contractor to carry out a Variation otherwise than pursuant to an instruction of the Contract Administrator, the Contract Administrator shall have the discretion to but shall not be bound to sanction such variation.
- 9.4 The Contract Administrator shall be entitled at any time during the Contract Period to add quantities or to or remove quantities from the total quantities of the Waste.
- 9.5 The Council shall not be responsible to the Contractor for any loss as a result of an instruction issued by the Contract Administrator in terms of the preceding sub-conditions.
- 9.6 The Contractor shall carry out all such Instructions to the satisfaction of the Contract Administrator provided always that the aforementioned variations and modifications do not result in the Contractor performing a service for which he is not responsible in terms of the Contract.
- ## **10. Compliance with Legislation**
- 10.1 The Contractor shall ensure that it will comply and complies fully with all legislative requirements in relation to its due performance of the Contract throughout the Contract Period including without prejudice to the said generality, those requirements stated in Schedule 1, Part 2, Section 3.5.1, 4.5.1 and 5.5.1 of this document.

10.2 The Contractor shall indemnify and keep indemnified the Council for any loss the Council may sustain due to the Contractor's failure to abide by the terms of this Condition 10.

## **11. Health and Safety**

11.1 The Contractor shall at all times during the Contract Period ensure that all plant, machinery, vehicles, equipment and substances used by it in connection with the performance of its obligations under the Contract, comply with the requirements of the Health and Safety at Work Etc Act 1974 and any amending legislation or Orders or Regulations made thereunder. In addition, the Contractor shall ensure that the Contract Administrator shall have reasonable access to the Contractor's plant, machinery, vehicles, equipment and such substances no matter where situated in order to ensure compliance with the aforementioned requirements.

11.2 Where in the opinion of the Council any plant, machinery, vehicle, equipment or any substance used or operated by the Contractor for the performance of the Services is for reasons of safety unsuitable for use the Contractor shall having been given notice by the Council immediately discontinue the use or operation of that plant, machinery, vehicle, equipment or substance. Any failure by the Contractor to comply with the terms of this Condition 11 shall, without prejudice to the rights of the Council under any other condition hereof, constitute a material breach of the Contract.

11.3 In the event of the Contractor ascertaining that execution of an Instruction will, or may, involve interference with any hazardous substance then the Contractor shall forthwith notify the Contract Administrator of the same and in doing so shall advise him in writing of any precautions proposed to be taken in consequence of the hazard.

11.4 The Contractor shall ensure that it complies with the terms of the Site Working Plan for the Waste Transfer Station which shall subsist from time to time during the Contract Period.

## **12. Contractor's Liability and Insurance Cover**

12.1 The Contractor shall fully indemnify and shall keep indemnified the Council at all times against any liability to any person whatsoever arising out of or in connection with the performance of the Services or any act or omission of any employee or agent of the Contractor howsoever such liability may arise, unless such liability is caused by the negligence of the Council or its employees.

12.2 The Contractor shall indemnify and keep indemnified the Council against injury to or death of any person, and the loss of or damage to any property including property belonging to the Council except and to the extent that it may arise out of the act, default or negligence of the Council or its employees.

12.3 Without thereby limiting its responsibilities under this Condition 12, the Contractor shall insure with an insurance company approved by the Council against the liabilities specified in sub-Condition 12.2. The Contractor shall require keeping such insurance in force throughout the Contract Period. With regard to public liability the sum insured shall be no less than FIVE MILLION POUNDS (£5,000,000) STERLING for anyone event. With regard to employers' liability, the sum insured shall be no less than TEN MILLION POUNDS (£10,000,000) STERLING for any one event.

12.4 The Contractor shall, prior to the Commencement Date and thereafter annually and at such other times as the Contract Administrator may require, supply the Contract Administrator with copies of said insurance policies, cover notes, premium receipts and any other documents necessary to comply with sub-Condition 12.3.

- 12.5 The Contract Administrator shall be entitled to serve written notice upon the Contractor to the effect that in the opinion of the Contract Administrator any such policy of insurance does not effect sufficient cover to comply with the Contract Conditions and to require the Contractor to effect such insurance as will comply. Upon receipt of such notice the Contractor shall forthwith procure and effect such insurance. In the event that the Contractor does not effect the insurance specified in the notice and that within the period specified in the notice the Contractor will be held to be in material breach of the Contract.
- 12.6 The Contractor shall require to deal with any claim, potential claim or complaint arising from the performance of or failure to perform the Services made by the Council or any other person deriving a right or benefit therefrom, by providing in writing within 14 days of such claim, potential claim or complaint first having been intimated to the Contractor, the details of the name and address of the Contractor's insurance company, together with the relevant policy number, to enable such claim, potential claim or complaint to be intimated to said insurance company by the Council or any such other person; declaring that the Contractor shall be obliged thereafter to provide timeously to its insurance company all relevant details to enable such claim, potential claim or complaint to be processed with the minimum delay.

### **13. Agency and Advertising**

- 13.1 The Contractor is not and shall in no circumstances hold itself out as being the servant or agent of the Council.
- 13.2 The Contractor is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Council or in any way bind the Council to the performance, variation, release or discharge or waive any bye-law or regulation of any kind.

### **14. Third Parties**

The Contractor and its employees and agents acting on its behalf shall in relation to the Contract:-

- (i) comply with the Council's Standing Orders as if they were an official of the Council;
- (ii) at any time during the carrying out of the Contract produce on request to the Council's Administrator all records maintained by them in relation to the Contract; and
- (iii) on completion of the Contract transmit to the Contract Administrator all such records relating to the Contract including information relevant to the Transfer of Undertaking Regulations or amending legislation, where appropriate or applicable.

### **15. Sub-Contracting by Contractor**

- 15.1 The Contractor is required to detail in Schedule 2 hereto all sub-contractors whom it proposes to employ and on whom the Contractor's tender is based. The Council reserves the right not to consent to the use of any or all of the sub-contractors so detailed. Where consent is given, no change to the list of approved sub-contractors will be permitted without the prior written approval of the Contract Administrator.
- 15.2 In the event that the Contractor enters into any sub-contract permitted pursuant to Sub-Condition 15.1, it shall impose obligations on its sub-contractors in terms substantially similar to those imposed on the Contractor under the Contract and the Contractor shall not be relieved of any liability or obligation under the Contract and it shall be fully responsible for the acts,

defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, its agents, servants or workmen.

**16. Assignment**

16.1 The Contractor may not assign any part of the Contract without the prior written approval of the Council.

16.2 In the event of the Council consenting to such assignment the Contractor shall not be relieved of any liability or obligation under the Contract and it shall be fully responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, its agents, servants or workmen.

**17. Contractor's Representative**

17.1 The Contractor shall prior to the Commencement Date give written notice to the Contract Administrator of the identity and contact details (including telephone and mobile telephone numbers) of the person it intends to appoint as the Contractor's Representative and shall as soon as is reasonable after any subsequent appointment of any person as a Contractor's Representative give written notice of the identity and contact details (including telephone and mobile telephone numbers) of that appointment to the Contract Administrator. The Contractor's Representative shall be available to the Council at all reasonable times throughout the Contract Period.

17.2 The Contractor shall prior to the Commencement Date give written notice to the Contract Administrator of the premises from which it intends to co-ordinate the performance of the Services, and shall likewise notify the Contract Administrator of any change made thereto throughout the Contract Period as soon as reasonably practicable.

17.3 The Contractor shall implement and maintain a comprehensive communication system in order to maintain contact with Contractor's personnel and the Councils representatives at all times.

**18. Contract Information**

18.1 Any data supplied in terms of the Contract shall remain the property of the Council and the Contractor shall maintain and update data as required by the Contract Administrator in terms previously agreed. Updated data will be returned to the Contract Administrator at the termination of the Contract.

18.2 The Contract Administrator will provide details of such data, upon reasonable request, from the Contractor.

**19. Issue Receipt of Instructions, and Invoices - General**

19.1 Instructions for performance of the Services will be issued by a manual system. The Council reserves the right to alter methods of issue and receipt of Instructions in the interests of the Services. Any such alteration or amendments to the systems or other methods will not affect the Rate for the Services contained in the Form of Tender or impose any obligations on the Contractor beyond those imposed by the Contract.

19.2 The Contractor shall ensure that it complies with all the general requirements in the Contract to enable it to comply with the requirement to provide an effective mechanism for receipt of instructions within prescribed timescales. The Contractor must also ensure that at all times a sufficient labour force, drivers, vehicles, plant, machinery and stock of materials, etc., is

available for the proper performance of the Services. The Contractor shall provide to the Contract Administrator prior to the Commencement Date a list of contact names in relation thereto complete with appropriate telephone numbers.

## **20. Arbitration**

- 20.1 If any dispute concerning the Contract should arise between the Council or the Contract Administrator on its behalf and the Contractor either during or after the Contract Period or after the determination of the engagement of the Contractor except under the provision for Statutory Tax Deduction Schemes, such dispute or difference shall be referred to the arbitration of a person to be agreed between the parties or failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an Arbiter, such person as may be appointed by the Sheriff Principal of South Strathclyde, Dumfries and Galloway or by one of his Sheriffs at Hamilton.
- 20.2 The Arbiter shall, without prejudice to the generality of his powers, have power to rectify the Contract so that it accurately reflects the true agreement made between the Council and the Contractor, to direct such measurement and/or valuations as may in his opinion be desirable in order to determine the rights of the parties and to ascertain and award any such sum which ought to have been the subject of or included in any certificate and to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters as if no such certificate, opinion, decision, requirement or notice had been given.
- 20.3 The Law of Scotland shall apply to all arbitrations in terms of this clause, and the award of the Arbiter shall be final and binding on the parties. The provisions of Section 3 of the Administration of Justice (Scotland) Act 1972 are specifically excluded.
- 20.4 The Arbiter shall be entitled to appoint a Clerk to assist him in accordance with normal arbitration practice, to issue interim, part and final awards as well as proposed findings, to remuneration and refurbishment of his outlays and to find the parties jointly or severally liable therefor, and to decern, and to dispense with a Deed of Submission.
- 20.5 Notwithstanding the rights of the parties to seek formal arbitration specified in the preceding sub-conditions, disputes between the Council and the Contractor shall in the first instance be referred to the Council's Contract Administrator or any officer appointed by him to act as "immediate Arbiter". In the event of either party not accepting his decision then either party shall retain the right to seek formal arbitration as described herein.

## **21. Copyright**

- 21.1 Copyright in the documents comprising the Contract shall be vested in the Council, but the Contractor may obtain or make, at its own expense, any further copies required for use by the Contractor in performance of the Contract.
- 21.2 Subject to Condition 30 none of the documents comprising the Contract shall be used by the Contractor for any purpose other than the Contract and neither the Council, Contract Administrator or Contractor shall divulge or use, except for the purposes of the Contract or as required by law any of the rates or miscellaneous information contained within the Contract.

## **22. Confidentiality**

The Contractor, or any employee or other person acting for or on behalf of the Contractor, shall regard as confidential and shall not disclose to any other person, other than a person authorised by the Council, information acquired by the Contractor, in or in connection with the performance of the Contract concerning the Council or its staff, or information concerning

any member of the public with whom the Contractor has any dealings in connection with, or arising from, the performance of the Contract.

**23. Gratuities**

The Contractor shall not whether by itself or agents acting on its behalf or by a person employed by it to perform the Services, solicit any gratuity or tip or any other form of money taking or reward, collection or charge for any of the Services other than bona fide charges approved by the Council. Any infringement by the Contractor of this Condition shall, without prejudice to the rights of the Council in terms of any other Condition hereof, constitute a material breach of the Contract.

**24. Liability of the Council**

The Council in no way warrants the accuracy of any representations which have been made to the Contractor in good faith prior to its entering into the Contract and the Contractor acknowledges that it did not rely upon any representation made by or on behalf of the Council when entering into the Contract.

**25. Outbreak of Hostilities**

Although the parties hereto shall make every reasonable effort to discharge their obligations under the Contract they do not accept responsibility for failure or delay caused by the outbreak of hostilities or natural disasters. If any such circumstances occur the parties will discharge their obligations as soon as such circumstances have ceased to affect their operations.

**26. Rights and Duties Reserved**

All rights and duties which the Council as a Local Authority has or which the Executive Director of Community Resources as a Local Authority Officer has are expressly reserved.

**27. Racial Discrimination and the Promotion of Race Equality**

27.1 The Contractor shall not:

27.1.1 discriminate directly or indirectly, or by way of victimisation or harassment, against any person on grounds of colour, race, nationality or ethnic or national origins contrary to Part II (Discrimination in the Field of Employment) of the Race Relations Act 1976, as amended (the Act); and/or

27.1.2 discriminate directly or indirectly or by way of victimisation or harassment against any person on grounds of colour, race, nationality, or ethnic or national origins contrary to Part III of the Act (Discrimination in Other Fields); and/or

27.1.3 contravene Part IV of the Act (Other Unlawful Acts);

where appropriate.

27.2 Where in connection with the Contract the Contractor, its agents or sub-contractors, or the Contractor Staff are required to carry out work on the Council's premises or alongside the Council's employees on any other premises, the Contractor shall comply with the Council's own employment policy and codes of practice relating to racial discrimination and equal opportunities, copies of which are enclosed herewith and form Schedule 3A and 3B respectively.

- 27.3 The Contractor shall:
- 27.3.1 monitor the representation among Contractor's Staff of persons of different racial groups (which shall mean groups of persons classified as 'ethnic groups' in the most recent official census by the Office of National Statistics or successor body), having regard to the Council's procedures for monitoring representation among its own employees;
  - 27.3.2 where it appears to the Contractor in relation to particular work of the Contractor's Staff, either that the Contractor's Staff includes no members of a particular racial group doing that work or that members of that racial group are under-represented amongst the Contractor's Staff doing that work compared to their representation in the Contractor's Staff as a whole or in the population from which Contractor's Staff are normally recruited, undertake the following actions as may be appropriate and reasonably practicable:
    - (a) the placing and use of job advertisements to reach members of such racial groups and to encourage their applications;
    - (b) the use of employment agencies and careers offices in areas where members of such racial groups live and work;
    - (c) the promotion of recruitment and training schemes for school leavers and/or unemployed persons intended to reach members of such racial groups; and
    - (d) the provision of appropriate training and the encouragement of members of the Contractor's Staff from such racial groups to apply for promotion or transfer to do work in which such racial groups are under-represented.
- 27.4 The Contractor shall within 3 months from the date of the Contract and six monthly thereafter submit a report statement to the Council demonstrating its compliance with sub-Conditions 27.1, 27.2 and 27.3.
- 27.5 In addition to the report statement referred to in sub-Condition 27.4, the Contractor shall provide such additional information as the Council may reasonably require for the purpose of assessing the Contractor's compliance with sub-Condition 27.1.
- 27.6 Where the Contractor commits a breach of sub-Conditions 27.1, 27.2 or 27.3 which amounts to a failure to meet the Services the provisions of Condition 28 shall apply.
- 27.7 The Contractor shall notify the Council forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Contractor under the Act.
- 27.8 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Contractor's performance of the Contract being in contravention of the Act, the Contractor shall, free of charge:
- 27.8.1 provide any information requested in the timescale allotted;
  - 27.8.2 attend any meetings as required and permit the Contractor's Staff to attend;
  - 27.8.3 promptly allow access to and investigation of any documents or data deemed to be relevant;

- 27.8.4 allow itself and any of the Contractor's Staff to appear as witness in any ensuing proceedings; and
- 27.8.5 co-operate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.
- 27.9 Where any investigation is conducted or proceedings are brought under the Act which arise directly or indirectly out of any act or omission of the Contractor, its agents or sub-contractors, or the Contractor's Staff, and where there is a finding against the Contractor in such investigation or proceedings, the Contractor shall indemnify the Council with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Council may have been ordered or required to pay to a third party.
- 27.10 In the event that the Contractor enters into any sub-contract permitted in terms of Condition 15 in connection with the Contract, it shall impose obligations on its sub-contractors in terms substantially similar to those imposed on it pursuant to this Condition 27.

## **28. Termination**

### **28.1 Due Notice**

Without prejudice to sub-Conditions 28.2, 28.3, 28.4 and 28.5 hereof, and in the event that the Contract Period is extended in terms of Condition 3, the Council shall be entitled to terminate the Contract after 13 December 2006 upon giving one month's notice of such in writing to the Contractor, (save that should the Council wish to terminate the Contract on 12 January 2007, then it shall be entitled to do so by giving the Contractor 14 days' notice of such in writing) sent to the Contractor's address specified herein for service without any compensation due to the Contractor by reason of so terminating;

### **28.2 Material Breach**

If either party in the opinion of the other ("the aggrieved party") materially fails to perform or fulfil any obligation or condition of the Contract the aggrieved party shall advise the other party ("the defaulting party") in writing detailing the breach and requesting the defaulting party to remedy that breach within five working days. If the breach remains unresolved to the reasonable satisfaction of the aggrieved party on the expiry of the reasonable time specified herein then that party shall be entitled to terminate the Contract by serving written notice to that effect on the defaulting party at their address specified herein for service on a notice period which shall be seven days.

### **28.3 Bankruptcy or Liquidation**

The Council may, at any time, by notice in writing sent to the Contractor to its address specified herein for service, summarily determine the Contract without compensation to the Contractor in any of the following events:-

- (a) If the Contractor, being an individual, or where the Contractor is a firm, any partner in that firm, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make or purport to make any composition or arrangement with or for the benefit of his creditors or shall make or purport to make any conveyance or assignment for the benefit of his creditors or if in Scotland he shall become insolvent or notour bankrupt or any application shall be made under any Bankruptcy Acts for the time being in force for sequestration of his estate or a Trust Deed shall be granted by him on behalf of his creditors;

or

- (b) If the Contractor, being a Company, shall pass a resolution or the Court shall make an Order that the Company shall be wound up or if a receiver or manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a Winding Up Order;

Provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Council.

#### 28.4 Prevention of Corruption

The Council shall be entitled to terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Council or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Council the Contractor or any persons employed by it or acting on its behalf has committed an offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 68 of the Local Government (Scotland) Act 1973.

#### 28.5 Collusion

The Council shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination if the Contractor or his representative (whether with or without the knowledge of the Contractor) shall have practised collusion in tendering for the Contract or any contract with the Council or shall have employed corrupt or illegal practices either in obtaining or executing the Contract or any other contract with the Council.

### 29. Notices

- 29.1. Any written notice to the Contractor shall be sufficiently given if posted or delivered to its address specified herein or any other address advised by the Contractor to the Council in writing from time to time for the purposes of this Condition and a copy thereof, together with a certificate of posting by the duly authorised Officer of the Council as to the date of such delivery or posting shall be conclusive evidence of the receipt thereof by the Contractor which receipt shall be deemed to have occurred two working days after the date of posting;
- 29.2 Any written notice to the Council must be sent to the Council's Administrator and shall be sufficiently given if posted or delivered to the Council's principal offices at Almada Street, Hamilton or any other address advised by the Council to the Contractor in writing from time to time for the purposes of this Condition 29 and a copy thereof, together with a certificate of posting by the Contractor as to the date of such delivery or posting shall be conclusive evidence of the receipt thereof by the Council's Administrator which receipt shall be deemed to have occurred two working days after the date of posting.

**30. Freedom of Information**

The Contract is subject to the requirements for disclosure under the Freedom of Information (Scotland) Act 2002.

**Relevant Definitions**

“Environmental Information Regulations” means the Environmental Information (Scotland) Regulations 2004;

“FOISA” means the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Scottish Information Commissioner in relation to such legislation;

“Information” has the meaning given under Section 73 of the Freedom of Information (Scotland) Act 2002;

“Requests for Information” means any apparent request for information under the FOISA or the Environmental Information Regulations.

- 30.1 The Contractor acknowledges that the Council is subject to the requirements of FOISA and the Environmental Information Regulations and shall assist and co-operate with the Council (at the Contractor’s expense) to enable the Council to comply with these information disclosure requirements.
- 30.2 The Contractor shall and shall procure that its sub-contractors shall;
- a) transfer the Request for Information to the Council as soon as practicable after receipt and in any event within [two] Working Days of receiving a Request for Information;
  - b) provide the Council with a copy of all Information in its possession or power in the form that the Council requires within [five] Working Days (or such other period as the Council may specify) of the Council requesting that Information; and
  - c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in Section 10 of FOISA.
- 30.3 The Council reserves the right to disclose information contained within this Contract and any supporting correspondence, notes etc. held by them in compliance with a Request for Information (the decisions of the Council in relation to the interpretation of FOISA and the Environmental Information Regulations shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms).
- 30.4 In no event, shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 30.5 Without prejudice to Clause 30.3, it may be necessary for the Council to disclose information to its elected members concerning the contents of the bids in order to allow them to fulfil their role as a Member of the Council.
- 30.6 In any of the above circumstances in Clauses 30.3 and 30.5, the disclosure of the information shall not be treated as a breach of this agreement.

30.7 The Contractor acknowledges that the Council may decide, acting in accordance with the Scottish Ministers' Codes of Practice on the Discharge of Functions of Public Authorities under FOISA or the Environmental Information Regulations, to disclose information;

- a) without consulting with the Contractor or
- b) following consultation with the Contractor and having taken its views into account.

30.8 The Contractor shall ensure that all information produced in the course of the Contract or relating to the Contract is retained and shall permit the Council to inspect such records as requested from time to time.

**31. T.U.P.E.**

It is the Council's view that the TUPE Regulations (Transfer of Undertakings (Protection of Employment) Regulations 1981) will not apply to any Council employees currently involved in the provision of any of the Services covered by this Invitation to Tender, however, they may still apply to any contract awarded pursuant to this Invitation to Tender, in respect of persons who work in the current sub-contracts for the transportation of the waste from the Castlehill Waste Transfer Station and for waste disposal to landfill. The Council is liaising with the current sub-contractors to obtain details of any person who may be affected. Further relevant details will be provided as soon as they are known.

**32. Law of Scotland**

The Contract shall be construed in all respects under, and the rights of the parties governed in all respects by, the Law of Scotland.

This and the Seventeen preceding pages together with Schedules, 1, 2, 3 and two appendices hereto form the Conditions of Contract referred to in my/our Form of Tender for the provision of Waste Haulage Services

dated.....

Signed: .....

Name: .....

Position: .....

For and on behalf of: .....

**SCHEDULE 1**

*Treatment of Recyclate Services*  
*CM/LS/06/4*

***Output Specification***

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## **PART ONE - THE SERVICES**

### **1 Introduction**

**1.1** This Output Specification forms part of the Contract which will assist the Councils in implementing their Integrated Waste Management Plans and discharging their duties under section 53(1) of the Environmental Protection Act 1990 and other relevant legislation.

**1.2** This Output Specification contains a statement of the Authority's Requirements.

**1.3** The Authority is seeking to make contractual arrangements to provide for the: -

- The sorting and recycling of mixed domestic recyclates;
- The recycling of segregated municipal recyclable waste streams and;
- The composting of green waste.

**1.4** Responses from Bidders may offer any range of waste management facilities and practices, provided that it can be demonstrated that they are capable fully of meeting the Authority statutory and non-statutory aims, objectives and targets. The solutions to be offered must also demonstrate that they will comply with any additional foreseeable legislative requirements set out in national or European laws and Directives, and especially those that are applicable to waste management activities.

### **2 Overall service objectives**

**2.1** The fundamental objective of the Services is the provision of facilities and services to deal with Contract Waste in a way which meets the following targets and objectives:

2.1.1 To allow the Authority along with other measures taken by the Authority, to fulfil its statutory obligations under the Environmental Protection Act 1990, section 53(1).

2.1.2 To allow the Authority, along with other measures taken by the Authority, to implement its Integrated Waste Management Plans in terms of sections 44ZA - 44ZD of the Environmental Protection Act 1990 as inserted by the Local Government in Scotland Act 2003, Part 6.

2.1.3 To allow the Authority, along with other measures taken by the Authority, to comply with and implement the obligations imposed upon it in terms of the Waste Emissions and Trading Act 2003 and regulations made thereunder.

2.1.4 To allow the Authority, along with other measures taken by the Authority, in line with objectives and targets laid down in the National Waste Plan: Scotland, and the Glasgow and Clyde Valley Area Waste Plan, to:

2.1.4.1 meet or exceed Recycling, Composting and Recovery targets and;

2.1.4.2 meet or exceed Landfill diversion targets.

2.1.5 Allow the Authority to meet Best Value Performance Standards as required by the Local Government in Scotland Act 2003 and regulations made thereunder.

### **3 Scope of the Services/Works**

#### **Services**

**3.1** The scope of the Services required under the Contract is as follows:

- The sorting and recycling of mixed domestic recyclates;
- The recycling of segregated municipal recyclable waste streams;
- The composting of green waste
- The reception, management, storage, treatment, sale, removal, transportation and disposal of all products and residues from the services.
- Adequate contingency arrangements in the event of non availability of any, or all, aspects of the Services, under the terms detailed within the relevant Service Output.
- The Contractor shall also provide such Services as are required to satisfy the Service Outputs in respect of the particular Services that form the schedule to this Output Specification.

### **4 Sites used for the Delivery of the Services**

**4.1** Access to the following facility will be available to the Contractor, only for the uplift of mixed and segregated glass cullet.

4.1.1 Muttonhole Road Transfer Station, Hamilton

**4.2** The Council would consider alternative arrangements for the storage, bulking and uplift of mixed and segregated glass as long as this does not involve a negative cost implication to the Council.

### **5 Period of Contract**

**5.1** The Contract Period shall be for a term of seven years commencing on the Commencement Date. The target date for commencement is 1 February 2007.

### **6 Performance Monitoring and Reporting**

**6.1** The Contractor shall monitor, record and report compliance with the following performance standards –

<b>Waste Type</b>	<b>Description</b>	<b>Minimum Recycling Performance</b>	<b>Approximate Annual Tonnage</b>
Co-mingled Recyclate	Mixed paper; cardboard; cans and; plastics (HDPE2 & PET1)	95%	17,500 tonnes
Special Uplift Waste	domestic waste that is too large in volume or size to be contained within a wheeled bin	60%	13,500 tonnes
Glass (segregated)	collected in segregated glass banks (green, brown and, clear)	95%	850 tonnes
Glass (mixed)	collected through the Council's fortnightly household collection system	95%	1,000 tonnes
Inert waste	soil from the Council's cemeteries service and waste collected at the Castlehill Civic Amenity and Recycling Centre	95%	2,500 tonnes
Gully Waste	collected through the Councils street cleansing service	95%	5,000 tonnes
Wood	collected at the Castlehill Civic Amenity and Recycling Centre	95%	250 tonnes
Scrap	collected through household collections and at the Castlehill Civic Amenity and Recycling Centre	95%	1430 tonnes
Cardboard	collected at the Castlehill Civic Amenity and Recycling Centre	95%	100 tonnes
Cans	collected in mixed form in can banks	95%	6 tonnes
Batteries	lead acid vehicle batteries collected from Recycling and Civic Amenity Centres	95%	12.58 tonnes

Tyres	collected through street cleansing service and at the Castlehill Civic Amenity and Recycling Centre	95%	60 tonnes
Green Waste	Collected through street cleansing services and the Council's Grounds Maintenance Service	95%	17,276 tonnes

**6.2** The above listed wastes will be presented to the Contractor(s) in the following manner –

- Co-mingled Recyclate – in RCVs;
- Special Uplift Waste – in RCVs;
- Mixed and segregated glass - loaded into the contractor's vehicles by a third party, from collection bays situated at the Councils waste transfer facility in Muttonhole Road, Hamilton;
- Inert waste – in roll-on-off skips;
- Gully Waste - in roll-on-off skips;
- Wood - in roll-on-off skips;
- Scrap – in both RCVs and in roll-on-off skips
- Cardboard – in roll-on-off skips;
- Cans – in demount cage bodied vehicles, tipped at site;
- Batteries – in open back vehicles; and
- Green Waste – bagged in plastic refuse sacks (which the Contractor will be responsible for opening) and in loose form in open back trucks/tippers.

## **7 Contract Waste Quantity and Composition**

**7.1** The Authority gives no guarantee as to the quantity or overall composition of Contract Waste.

**7.2** The approximate annual quantities for each respective contract waste stream are as listed in the table shown at 6.1 above.

## **Schedule 1 - Service Outputs**

- 1** The Contractor is required to deliver the Service Outputs described in this Schedule.
- 2** The format for each Service Output is:
  - 2.1.1 A statement of the Lot or Lots to which the Service Output is applicable.
  - 2.1.2 A Summary of Service Requirements.
  - 2.1.3 A numbered list of detailed Service Outputs.
  - 2.1.4 Performance Criteria - by which compliance with the Service Output is to be assessed. The Performance Mechanism takes these into account as appropriate. Each criterion will be tested by reference to the data and reports prepared in accordance with the monitoring procedures agreed in accordance with section 6.1 of the Contract in order to verify that the level of performance is acceptable.
  - 2.1.5 Service Standards detailing specific service standards that must be met to achieve the required Output. The Performance Mechanism takes these into account as appropriate.

### **3 Service Output 1: Waste Reception, Transfer, Treatment and Disposal**

**3.1** Applicable to Lot 1 - Co-Mingled Waste

#### **3.2 Summary of Service Requirement:**

3.2.1 The Contractor shall provide and operate facilities and services for Receiving Co-Mingled Waste from the Authority and for the treatment and processing of Co-Mingled Waste.

3.2.2 A facility to receive Co-Mingled Waste must be provided within an operationally viable distance of the Councils operational area. For information, the Council currently utilises a facility situated approximately 8 miles from the Council's operational base in Forrest St, Blantyre. The distance to any proposed reception facility will be taken into account in determining the overall cost to the Council of this Service

#### **3.3 Service Output**

3.3.1 The Contractor shall Receive and process Household Co-mingled Recyclate from the Commencement Date.

3.3.2 The Contractor shall provide an adequate waste reception facility that includes a hard standing tipping area within an operationally viable distance of the Councils operational area so as not to have a negative impact on current transportation costs

3.3.2.1 Weigh Contract Waste on arrival.

3.3.2.2 Make arrangements for the Re-use/Recycling/Composting of Household Co-mingled Recyclate.

3.3.2.3 Where necessary, make arrangements for the Transportation of Contract Waste.

3.3.2.4 Make suitable and sufficient provision at no cost to the Council for Disposal of Contract Waste not Recycled, Composted or Recovered, including any Process Residues or Reject Fractions.

#### **3.4 Performance Criteria**

3.4.1 The Contractor shall be responsible for ensuring that the minimum recycling performance in respect of this material as detailed in section 6.1 of this contract is achieved as a minimum level of performance.

### 3.5 Service Standards

#### General

3.5.1 The Contractor shall make the Necessary Consents available for inspection by the Authority on 7 days' written notice, including the undernoted, where relevant:

- 3.5.1.1 Planning permission.
- 3.5.1.2 The Waste Management Licence/IPPC Permit for the Facility.
- 3.5.1.3 The appropriate Completion Certificate issued in terms of the Building (Scotland) Acts 1959 and 1970 for the development/redevelopment of the Facility.
- 3.5.1.4 Discharge consents granted in terms of the Control of Pollution Act 1974.
- 3.5.1.5 Certificate of registration as an authorised carrier of Waste.
- 3.5.1.6 A Vehicle Operator's Licence.

3.5.2 The days and hours of opening of Project Facilities accepting Contract Waste shall as a minimum be:

Monday to Friday	07.00 - 18.00
Saturday & Sunday	07.00 – 12.00
Public Holidays	07.00 - 18.00

N.B. this will not include Christmas day and New Years day. However, the availability of tipping facilities over this period may be subject to negotiation annually.

3.5.3 The Contractor shall make suitable contingency plans to accept Contract Waste at no additional cost to the Council in the event of unforeseen circumstances including requirements of the regulator, adverse weather conditions, plant breakdown, etc.. Where the contractor fails to provide any contingency arrangements or such arrangements break down, the Council reserves the right to make alternative arrangements for the disposal of its waste. The costs and charges incurred in so doing shall be paid by the Contractor on demand or may be deducted from any monies due or which may become due to the Contractor by the Council.

#### Waste Reception, Handling and Transfer

3.5.4 Contract Waste shall be weighed on arrival at a Project Facility. The Contractor shall issue the Authority with a weighbridge ticket containing all relevant information pertaining to each delivery. If Contract Waste cannot be weighed or a weighbridge ticket cannot be issued then the Contractor shall immediately contact the Authority.

3.5.5 The number of vehicle discharge points will be sufficient to prevent Waste collection vehicles exceeding the Turnaround Time targets set out at paragraph 3.5.7 of this Service Output, even at peak delivery times.

3.5.6 The Contractor will operate and maintain traffic control and safety barrier systems, lighting, drainage, effluent treatment, ventilation and dust suppression equipment as minimum requirements at all Waste Reception and handling areas.

- 3.5.7 The Contractor shall ensure that a Turnaround Time of 15 minutes (maximum) is achieved at process plants. The Contractor will also take account of the need to avoid collection vehicles queuing on the highway. The vehicles of the Authority that are delivering Contract Waste shall be given preference over other users of the Facilities.
- 3.5.8 The Contractor shall take full account of the variable Waste collection and delivery patterns that will arise immediately after public and bank holidays. The Contractor shall take all steps to determine the likely extent of these abnormal Waste delivery patterns and make due allowance for them so as to preserve the same service standards that apply to 'normal' Waste delivery periods.

#### **4 Service Output 2: Waste Reception, Transfer, Treatment and Disposal**

4.1 Applicable to Lot 2 - Segregated Recyclable Waste

#### **4.2 Summary of Service Requirement:**

4.2.1 The Contractor shall provide and operate facilities and services for Receiving Segregated Recyclable Waste from the Authority and for the treatment and processing of Segregated Recyclable Waste.

4.2.2 A facility to receive Segregated Recyclable Waste must be provided within an operationally viable distance of the Council's operational area. For information, the Council currently utilises various facilities situated approximately 5 - 14 miles from the Council's operational base in Forrest St, Blantyre. The distance to any proposed reception facility will be taken into account in determining the overall cost to the Council of this Service

#### **4.3 Service Output**

4.3.1 The Contractor shall Receive and process Segregated Recyclable Waste from the Commencement Date.

4.3.2 The Contractor shall provide an adequate waste reception facility that includes a hard standing tipping area within an operationally viable distance of the Council's operational area so as not to have a negative impact on current transportation costs

4.3.2.1 Weigh Contract Waste on arrival.

4.3.2.2 Make arrangements for the Re-use/Recycling/Composting of Segregated Recyclable Waste.

4.3.2.3 Where necessary, make arrangements for the Transportation of Contract Waste.

4.3.2.4 Make suitable and sufficient provision at no cost to the Council for Disposal of Contract Waste not Recycled, Composted or Recovered, including any Process Residues or Reject Fractions.

#### **4.4 Performance Criteria**

4.4.1 The Contractor shall be responsible for ensuring that the minimum recycling performance in respect of this material as detailed in section 6.1 of this contract is achieved as a minimum level of performance.

## 4.5 Service Standards

### General

4.5.1 The Contractor shall make the Necessary Consents available for inspection by the Authority on 7 days' written notice, including the undernoted, where relevant:

- 4.5.1.1 Planning permission.
- 4.5.1.2 The Waste Management Licence/IPPC Permit for the Facility.
- 4.5.1.3 The appropriate Completion Certificate issued in terms of the Building (Scotland) Acts 1959 and 1970 for the development/redevelopment of the Facility.
- 4.5.1.4 Discharge consents granted in terms of the Control of Pollution Act 1974.
- 4.5.1.5 Certificate of registration as an authorised carrier of Waste.
- 4.5.1.6 A Vehicle Operator's Licence.

4.5.2 The days and hours of opening of Project Facilities accepting Contract Waste shall as a minimum be:

Monday to Friday	07.00 - 18.00
Saturday & Sunday	07.00 – 12.00
Public Holidays	07.00 - 18.00

N.B. this will not include Christmas day and New Years day. However, the availability of tipping facilities over this period may be subject to negotiation annually.

4.5.3 The Contractor shall make suitable contingency plans to accept Contract Waste at no additional cost to the Council in the event of unforeseen circumstances including requirements of the regulator, adverse weather conditions, plant breakdown, etc.. Where the contractor fails to provide any contingency arrangements or such arrangements break down, the Council reserves the right to make alternative arrangements for the disposal of its waste. The costs and charges incurred in so doing shall be paid by the Contractor on demand or may be deducted from any monies due or which may become due to the Contractor by the Council.

### Waste Reception, Handling and Transfer

4.5.4 Contract Waste shall be weighed on arrival at a Project Facility. The Contractor shall issue the Authority with a weighbridge ticket containing all relevant information pertaining to each delivery. If Contract Waste cannot be weighed or a weighbridge ticket cannot be issued then the Contractor shall immediately contact the Authority.

4.5.5 The number of vehicle discharge points will be sufficient to prevent Waste collection vehicles exceeding the Turnaround Time targets set out at paragraph 4.5.7 of this Service Output, even at peak delivery times.

4.5.6 The Contractor will operate and maintain traffic control and safety barrier systems, lighting, drainage, effluent treatment, ventilation and dust suppression equipment as minimum requirements at all Waste Reception and handling areas.

4.5.7 The Contractor shall ensure that a Turnaround Time of 15 minutes (maximum) is achieved at process plants. The Contractor will also take account of the need to avoid collection

vehicles queuing on the highway. The vehicles of the Authority that are delivering Contract Waste shall be given preference over other users of the Facilities.

- 4.5.8 The Contractor shall take full account of the variable Waste collection and delivery patterns that will arise immediately after public and bank holidays. The Contractor shall take all steps to determine the likely extent of these abnormal Waste delivery patterns and make due allowance for them so as to preserve the same service standards that apply to 'normal' Waste delivery periods.

## **5 Service Output 3: Waste Reception, Transfer, Treatment and Disposal (Green Waste)**

5.1 Applicable to Lot 3 – Green Waste

### **5.2 Summary of Service Requirement:**

5.2.1 The Contractor shall provide and operate facilities and services for Receiving Green Waste from the Authority and for the treatment and processing of Green Waste.

5.2.2 A facility to receive Green Waste must be provided within an operationally viable distance of the Councils operational area. For information, the Council currently utilises facilities situated approximately 5 miles and 12 miles from the Council's operational base in Forrest St, Blantyre. The distance to any proposed reception facility will be taken into account in determining the overall cost to the Council of this Service

### **5.3 Service Outputs**

5.3.1 The Contractor shall:

5.3.1.1 Receive Green Waste collected by the Authority.

5.3.1.2 Weigh Green Waste on arrival.

5.3.1.3 Compost Green Waste.

5.3.1.4 Make suitable and sufficient provision at no cost to the Council to dispose of all green waste not composted including any process residues or reject fractions.

### **5.4 Performance Criteria**

The Contractor shall be responsible for ensuring that the minimum recycling performance in respect of this material as detailed in section 6.1 of this contract is achieved as a minimum level of performance.

### **5.5 Service Standards**

#### **General**

5.5.1 The Contractor shall make the Necessary Consents available for inspection by the Authority on 7 days' written notice, including the undernoted, where relevant:

5.5.1.1 Planning permission.

5.5.1.2 The Waste Management Licence/IPPC Permit for the Facility.

- 5.5.1.3 The appropriate Completion Certificate issued in terms of the Building (Scotland) Acts 1959 and 1970 for the development/redevelopment of the Facility.
  - 5.5.1.4 Discharge consents granted in terms of the Control of Pollution Act 1974.
  - 5.5.1.5 Certificate of registration as an authorised carrier of Waste.
  - 5.5.1.6 A Vehicle Operator's Licence
- 5.5.2 The Contractor shall conduct all operations at Project Facilities in a clean and orderly manner within the Facility boundaries, and notably those set aside for storage or erection of equipment, operations, parking, and welfare facilities.
- 5.5.3 The days and hours of opening of Project Facilities accepting Green Waste shall as a minimum be:
- |                   |               |
|-------------------|---------------|
| Monday to Friday  | 07.00 - 18.00 |
| Saturday & Sunday | 07.00 - 12.00 |
| Public Holiday    | 07.00 - 18.00 |
- N.B. this will not include Christmas day and New Years day. However, the availability of tipping facilities over this period may be subject to negotiation annually.
- 5.5.4 The Contractor shall make provision to accept Contract Waste out with the hours identified above.

**Waste Reception, Handling and Transfer**

- 5.5.5 The number of vehicle discharge points will be sufficient to prevent waste collection vehicles exceeding the Turnaround Time target set out at paragraph 5.5.8 of this Service Output, even at peak time delivery times.
- 5.5.6 Green Waste shall be weighed on arrival. In doing so the Contractor shall issue the Authority with a weighbridge ticket containing all relevant information pertaining to the delivery. If the Green Waste cannot be weighed or a weighbridge ticket cannot be issued then the Contractor shall immediately contact the Authority.
- 5.5.7 The Contractor shall operate and maintain traffic control and safety barrier systems, lighting, drainage, effluent treatment, ventilation and dust suppression equipment at all Waste Reception and handling areas.
- 5.5.8 The Contractor shall ensure that a Turnaround Time of 15 minutes (maximum) is achieved at Project Facilities and processing plants. The Contractor will also take account of the need to avoid collection vehicles queuing on the highway. The vehicles of the Authority that are delivering Green Waste as part of this Contract shall be given preference over other users of the Facilities.

5.5.9 The Contractor shall take full account of the variable Waste collection and delivery patterns that will arise immediately after public and bank Holidays. The Contractor shall take all steps to determine the likely extent of these abnormal Waste delivery patterns and make due allowance for them so as to preserve the same service standards that apply to 'normal' Waste delivery periods.

**Final Disposal**

5.5.10 The Contractor will satisfy the Authority that adequate provision has been made for the Disposal of Process Residues and Reject Fractions arising from the Treatment of Green Waste.

## **6 Service Output 4: Service Management**

6.1 Applicable to all Lots

### **6.2 Summary of Service Requirement:**

6.2.1 The Contractor shall develop, implement and operate an effective service management system.

### **6.3 Service Outputs**

6.3.1 6.3.1 The Contractor shall:

6.3.1.1 Annually review how the Output Specification will be delivered, in order to determine any area where costs may be saved or an improved level of service delivered.

6.3.1.2 Implement, operate and maintain a Reporting System. The Council wishes to receive this information electronically in a format and at a frequency to be agreed.

6.3.1.3 Provide the Authority with all access, information and assistance necessary to monitor the Services.

### **6.4 Performance Criteria**

6.4.1 Operation of the Reporting System

### **6.5 Service Standards**

#### **Liaison with the Authority**

6.5.1 The Contractor shall, in response to correspondence from the Authority, acknowledge receipt of the correspondence within two Business Days and provide a full reply within fifteen Business Days of its receipt.

6.5.2 The Contractor shall maintain a database containing all correspondence between it and to and from the Authority. The Contractor shall, within seven days of receipt of written notice from the Authority, provide the Authority with access to the said database and its contents.

#### **Monitoring**

6.5.3 The Contractor shall provide, operate and maintain information systems and equipment as necessary to carry out the monitoring required pursuant to the following clauses.

6.5.4 The Contractor shall provide a comprehensive computerised electronic weighbridge system at Waste Transfer Stations and Treatment Facilities receiving Contract Waste.

- 6.5.5 The control systems at all Project Facilities shall provide on-line monitoring and automated data recording.
- 6.5.6 The Contractor shall maintain records sufficient in order to:
- 6.5.6.1 Determine compliance with Performance Criteria and Performance Standards.
  - 6.5.6.2 Demonstrate that Contract Waste is being Received, kept, Treated and Disposed of in accordance with the Contract.
  - 6.5.6.3 Determine the amounts of Contract Waste and Recovered materials delivered to and removed from each Project Facility.
  - 6.5.6.4 Demonstrate that the tonnage element of the Unitary Charge levied on the Authority by the Contractor is related only to Contract Waste and that the Unitary Charge has been correctly calculated.

#### **Reporting**

- 6.5.7 The Contractor shall provide all information required by the Authority to enable the Authority to verify the performance of the Services and compliance with the terms of the Contract to statutory bodies as required by the Authority.
- 6.5.8 The Contractor shall submit an electronic Weekly Summary Report, in accordance with the Reporting System, of Contract Waste delivered to and removed from each Project Facility.
- 6.5.9 The Contractor shall submit a Monthly Service Report, in accordance with the Reporting System, setting out the monitoring data, performance and delivery of the Services under the Contract over the previous month.
- 6.5.10 The Contractor shall submit an Annual Service Report, in accordance with the Reporting System, on the performance and delivery of the Services under the Contract over the previous 12-month period.
- 6.5.11 The Contractor shall demonstrate to the Authority by use of internal verification, on a six monthly basis, the continual accuracy of the Reporting System.

#### **Site Diary**

- 6.5.12 The Contractor shall, at each Project Facility specified by the Authority, establish and maintain a Site Diary. The Site Diary shall be used by the Contractor, the Authority and statutory agencies to record complaints made by the general public, plant failures and site inspections etc. The Site Diary shall be made available to the Authority for inspection on request.

**Access**

- 6.5.13 The Contractor will ensure that free access is given at all reasonable times to Nominated Authority Officials and regulatory and other authorised agencies, to inspect any part of the Project Facilities and assess environmental or other potentially adverse impacts caused by the activities carried on there and performance of the Services.

## **7 Service Output 5: Human Resources**

7.1 Applicable to all Lots

### **7.2 Summary of Service Requirement:**

7.2.1 The Contractor shall be responsible for all human resource issues in relation to the operation of the Services including recruitment, retention and training.

### **7.3 Service Outputs**

7.3.1 The Contractor shall provide and maintain appropriate management structures, resources and skills for the effective management and operation of the Services.

### **7.4 Performance Criteria**

7.4.1 No specific performance criteria will be applied.

### **7.5 Service Standards**

7.5.1 The Contractor will identify and employ adequate numbers of suitably trained employees for all aspects of the Works and Services.

7.5.2 Training will be given in accordance with good management practice.

7.5.3 The Contractor shall appoint sufficient competent management and supervisory staff for the efficient management of the Contract.

7.5.4 The Contractor's Representative, in particular, shall be an individual of considerable expertise in practical waste management. All other members of the management and supervisory team shall possess the formal and practical qualifications appropriate to their tasks.

7.5.5 The Contractor must identify and name a senior member of staff to provide the direct contact point 24 hours a day to the Authority, to be available for regular meetings with the Authority and other official bodies as and when required.

7.5.6 The Contractor shall nominate one member of staff at each Project Facility as the "Site Manager" who has management and control of the Project Facility and keep a written record identifying the relevant person at each Project Facility.

## **8 Service Output 6: Health, Safety and Welfare**

8.1 Applicable to all Lots

### **8.2 Summary of Service Requirement:**

8.2.1 The Contractor shall be responsible for all aspects of the health, safety and welfare requirements necessary for the safe operation of the Services.

### **8.3 Service Outputs**

8.3.1 The Contractor shall:

8.3.1.1 Provide a Health & Safety Method Statement detailing Risk Assessments and associated Safe Systems of Work for the appropriate operations.

8.3.1.2 Produce a monthly health and safety report detailing accidents and dangerous occurrences reportable under RIDDOR.

### **8.4 Performance Criteria**

8.4.1 Compliance with the Service Output at 8.3.1.1 and 8.3.1.2.

8.4.2 Compliance with RIDDOR.

### **8.5 Service Standards**

8.5.1 The Contractor must maintain in good working order all necessary guards, screens, fences and traffic control measures to give full protection to the public and site operators.

8.5.2 The Contractor must take full note of the requirements of health and safety at work laws in the United Kingdom.

8.5.3 The Contractor will provide all necessary fire-fighting, first aid, health and safety facilities at each of the Project Facilities, commensurate with the requirements of the relevant fire authority and other statutory authorities.

8.5.4 The Contractor shall, at Project Facilities where personnel are employed, provide suitable toilets and washing facilities where required by Legislation and to which reasonable access shall be given for authorised users of the Project Facilities, including those undertaking statutory or Authority functions in respect of the performance of the Service.

8.5.5 All permanent and temporary staff working at Waste Transfer Stations and Treatment plants shall be provided with a full range of welfare facilities including changing rooms, showers, toilets, canteen and associated facilities.

- 8.5.7 A copy of site 'rules and conditions' must be prominently displayed at each site, and copies given to all employees and visitors.
- 8.5.8 The Contractor shall, on a monthly basis, provide the Authority with a summary for all recorded accidents. Accidents involving members of the public shall be reported to the Authority within two hours of the Contractor being notified of the matter.

## **9. Service Output 7: Mobilisation, Contingency Planning and Contract Expiry Arrangements**

9.1 Applicable to all Lots

### **9.2 Summary of Service Requirement:**

9.2.1 The Authority will require a seamless transition between existing services, the Services that the Contractor provides and manages and the handover of these on the Expiry Date or Termination Date.

### **9.3 Service Output**

9.3.1 The Contractor shall:

9.3.1.1 Provide and implement a Mobilisation Plan that details take-over and management of the existing service over the period from Contract signature to full operation

9.3.1.2 Provide and implement where required a Contingency Plan that makes arrangements for the continuation of the service, or any part thereof, in the event of the unavailability of a Project Facility

9.3.1.3 Provide and implement an Expiry Plan for the hand back of the service on the Expiry Date or Termination Date.

### **9.4 Performance Criteria**

9.4.1 Compliance with the Mobilisation Plan.

9.4.2 Compliance with the Contingency Plan.

9.4.3 Compliance with the Expiry Plan.

### **9.5 Service Standards**

9.5.1 The Contractor shall provide for a smooth hand-over from all existing arrangements, clearly set out in a Mobilisation Plan. This will set out an agreed set of activities and timetable between the Contractor and Authority for all significant events for the first [6 months] of the contract - after which time the Contractors full service as detailed in the Service Delivery Plans will come into force

9.5.2 The Contractor shall give effect to the Contingency Plan wherever circumstances dealt with by that plan arise.

9.5.3 The Authority shall, wherever practicable, be given not less than 24 hours notice of the need to divert Contract Waste to another Project Facility, together with notice of the anticipated duration of such a diversion.

9.5.4 The Contractor shall provide for a smooth handover at the expiry or any early termination of the Service, as shall be clearly set out in the Expiry Plan.

## **SCHEDULE 2**

### **LIST OF DOCUMENTATION REQUIRED FOR TENDER EVALUATION PROCESS**

The tenderer shall submit with his offer the following documentation in respect of each of the undernoted items which shall then be considered as part of the preliminary tender evaluation process.

#### **Health and Safety**

a. commitment to Health and Safety

Health and Safety Policy including the name of person responsible for its implementation.

Details of organisational structure and internal safety arrangements.

b. Training

Documented evidence of adequate relevant health and safety training for all employees including any sub-contractors.

c. COSHH/Storage

COSHH assessments and details of storage arrangements.

Details of personal protective equipment and clothing issued.

d. Accident Reporting/Investigation Arrangements

Details of accident reporting and investigation arrangements.

e. Risk Assessment

Adequate, suitable and sufficient risk assessments and method statements for all work activities.

#### **Reputation and Experience**

It should also be noted that advice will be sought from the Scottish Environment Protection Agency to establish the extent of any enforcement notices, warning letters, licence suspensions or revocations issued in respect of any facility or operator.

#### **Method Statements**

All Method Statements requested or required as part of this tender,



**COMMUNITY RESOURCES**

**LAND & FLEET SERVICES**

**SCHEDULE 3**

**CONTRACT: Disposal of Recyclate Waste**

**SCHEDULE NO: CM/LS/064**

**Tender Return Documentation**

**Contractors will be required to complete the following documentation for return in the envelope provided by;**

**10 am on Wednesday 10 January 2007**

- TRD1 Form of Tender**
- TRD2 Equal Opportunities and Racial Equality Certificate**
- TRD3 Human Rights Declaration**
- TRD4 Certificate of Non-Collusion**
- TRD5 Data Protection Declaration**
- TRD6 Office Addresses**
- TRD7 Contractor's Insurance Questionnaire**
- TRD8 List of Proposed Sub-Contractors**
- TRD9 Out of Hours / Emergency Contacts**
- TRD10 Price Schedule**
- TRD11 Yellow Page**



## **FREEDOM OF INFORMATION (SCOTLAND) ACT 2002**

### **ITT/ITN Documents**

The Council reserves the right to disclose information contained within this bid documentation and any subsequent correspondence, notes etc. held by them in compliance with

- The Freedom of Information (Scotland) Act 2002 (the decisions of the Council in relation to the interpretation of that Act shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms) or
- Any other law or
- As a consequence of judicial order, or
- Order by any court or tribunal with the authority to order disclosure

It may be necessary for the Council to disclose information to its elected members concerning the contents of the bids in order to allow them to fulfil their role as a member of the Council. In that case the disclosure shall not be treated as a breach of this agreement.

Accordingly, if you consider that the disclosure of any of the information included in your bid would be substantially prejudicial to your commercial interests please identify it and explain

- How the information affects your commercial interest
- Why it would be prejudicial to those interest to disclose that information
- The extent to which your interests would be prejudiced and why and
- Why the information is confidential.

Please note that the Council will only agree that information falls within these categories in exceptional circumstances. The Council reserves the right to make generally available the names and addresses of tenderers who have been issued with an invitation to Tender document.

**TRD1**

**SOUTH LANARKSHIRE COUNCIL  
COMMUNITY RESOURCES  
LAND & FLEET SERVICES**

**OFFER FOR:** Disposal of Recyclate Waste  
**SCHEDULE NO:** CM/LS/06/4  
**RETURN DATE:** No later than 10am on Wednesday 10 January 2007

**FORM OF TENDER**

I/We, having read the Contract Documents, Instructions to Tenderers, Conditions of Contract ( Including Specification ) and the Certificates herinafter mentioned/delivered to me/us, DO HEREBY offer to execute and complete, in accordance with this Form of Tender, the Conditions of Contract, the Certificates of Non-Collusion, Human Rights, Race Relations and Data Protection and the other documentation submitted by us herewith the Council's Contract for the Disposal of Recyclate Waste, Tender Ref: CM/LS/06/4, at the rates contained within this tender, at the page marked TRD10 Price Schedule.

I/We confirm that in submitting this Tender we have complied in all respects with the Instructions to Tenderers. I/We agree that should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this Tender in the Priced Schedule submitted by me/us, these errors will be corrected in accordance with Alternative 2 contained in Section 6 of the 'Code of Procedure for Single Stage Selective Tendering 1996'.

I/We confirm that this Tender shall not be withdrawn without the consent of the Council and shall remain open for consideration for a period of 90 days from .

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Postcode: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Company Registration No: \_\_\_\_\_

Country of Registration: \_\_\_\_\_

VAT Registration No: \_\_\_\_\_

Signature of Authorised  
Officer of the Company: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Person to contact regarding this tender: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Extension \_\_\_\_\_

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER IN THE TENDER ENVELOPE**

**TRD 2**

**SOUTH LANARKSHIRE COUNCIL  
COMMUNITY RESOURCES  
LAND & FLEET SERVICES**

**OFFER FOR:** Disposal of Recyclate Waste  
**SCHEDULE NO:** CM/LS/06/4  
**RETURN DATE:** No later than 10am on Wednesday 10 January 2007

**EQUAL OPPORTUNITIES & RACE RELATIONS CERTIFICATE**

The following questions and description of evidence are derived from those specified under Section 18(5) of the Local Government Act 1988, modified and extended by Section 7 of the Local Government Act 2003.

Your firm will be evaluated for race equality in employment on the basis of your answers to these questions. Please ensure that you answer every question. Failure to provide the information requested may result in your firm being rejected. Please provide sufficient information to enable South Lanarkshire Council to make a fair and accurate assessment of how, as an employer, you have dealt with race equality issues.

Please supply evidence to support your answers to questions 8 to 10. Such evidence may be examples of copies of documents such as your race equality or equal opportunities in employment policy; documents containing instructions to staff, or outlining arrangements for advertisements, recruitment, selection, access to training and opportunities for promotion; copies of recruitment advertisements; extracts from staff handbooks or other materials.

South Lanarkshire Council is also committed to promoting equality of opportunity for disabled people, and between men and women, and accordingly seeks information regarding your firm's compliance with other anti-discrimination legislation.

Have you read South Lanarkshire Council's Race Equality Scheme, which is available on South Lanarkshire Council's website, [www.Southlanarkshire.gov.uk](http://www.Southlanarkshire.gov.uk). If you are unable to download the Council's Scheme from the website, please contact Personnel Services, Corporate Resources, South Lanarkshire Council, Council Offices, Almada Street, Hamilton, ML3 0AA for a paper copy. Telephone 01698 455626.

1. What is the size of your firm? Please state total number of:

a) partners; and

b) employees (including all full-time and part-time employees, apprentices,  
and other trainees)

2. Of the total number of employees in 1b, how many are managers?

Is the firm part of a commercial group or a consortium? If it is, which of your employment policies are determined by you, and which ones apply to all firms within the group or consortium?

YES	NO
-----	----

**TRD 2 continued**      **EQUAL OPPORTUNITIES & RACE RELATIONS CERTIFICATE**

4. Is it your policy as an employer to comply with your statutory obligations under the Race Relations Act 1976, which applies in Great Britain, or equivalent legislation that applies in the countries in which your firm employs staff? Accordingly, is it your practice not to discriminate directly or indirectly on grounds of colour, race, nationality, or ethnic or national origins in relation to decisions to recruit, select, remunerate, train, transfer, and promote employees?

YES	NO
-----	----

5. In the last three years, has any finding of unlawful racial discrimination in the employment field been made against your organisation by the Employment Tribunal, the Employment Appeal Tribunal, or any Court, or in comparable proceedings in any other jurisdiction?

YES	NO
-----	----

6. In the last three years, has your organisation been the subject of formal investigation by the Commission for Racial Equality (CRE), or a comparable body, on the grounds of alleged unlawful discrimination in the employment field?

YES	NO
-----	----

7. If the answer to question 5 is yes or, in relation to question 6, the CRE or comparable body made a finding adverse to your organisation, what steps have you taken as a result of that finding?

--

8. Is your policy on race relations set out:

a) in instructions to those concerned with recruitment, selection, remuneration, training and promotion;

YES	NO
-----	----

b) in documents available to employees, recognised trade unions, or other representative groups of employees; and

YES	NO
-----	----

c) in recruitment advertisements or other literature

YES	NO
-----	----

If your answer to 8 (a), 8(b) or 8(c) is 'No', can you provide other evidence to show how you promote race equality in employment?

--

**TRD 2 continued**      **EQUAL OPPORTUNITIES & RACE RELATIONS CERTIFICATE**

9. Are staff who have managerial responsibilities required to receive training on equal opportunities?

YES	NO
-----	----

10. Do you observe, as far as possible, the CRE's code of practice for employment, as approved by Parliament in 1983, or a comparable statutory code? Or guidance issued under equivalent legislation in another member state, which gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including monitoring of workforce matters and steps that can be taken to encourage people from ethnic minorities to apply for jobs or take up training opportunities?

YES	NO
-----	----

11. Is it your policy as an employer to comply with your statutory obligations under the Sex Discrimination Act 1975, as amended, the Equal Pay Act 1970, and the Disability Discrimination Act 1995 – all of which apply in Great Britain – or equivalent legislation in the countries in which you employ staff?

YES	NO
-----	----

12. In the last three years, has any finding of unlawful sex or disability discrimination, discrimination in respect of sexual orientation, religion or belief in the employment field been made against your organisation by the Employment Tribunal, the Employment Appeal Tribunal, or any Court, or in comparable proceedings in any other jurisdiction?

YES	NO
-----	----

13. If the answer to question 12 is yes, what steps have you taken as a result of that finding?

--

14. If you are not currently subject to UK legislation, please supply details of your experience in complying with equivalent legislation that is designed to eliminate discrimination (especially racial discrimination) and to promote equality of opportunity.

--

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER ENVELOPE**

TRD 3

**SOUTH LANARKSHIRE COUNCIL  
COMMUNITY RESOURCES  
LAND & FLEET SERVICES**

**OFFER FOR:** Disposal of Recyclate Waste  
**SCHEDULE NO:** CM/LS/06/4  
**RETURN DATE:** No later than 10am on Wednesday 10 January 2007

**HUMAN RIGHTS DECLARATION**

**HUMAN RIGHTS ACT 1998**

In entering into this Contract the Service Provider realises and accepts that:-

1. they are providing Services on behalf of South Lanarkshire Council which is a public authority bound by the terms of the Human Rights Act 1998 (“the Act”);
2. accordingly it is essential the Services provided by the Service Provider complies in all respects with and does not breach the terms of the Act;
3. If they have not already done so the Service Provider will before the start of this Contract carry out an audit of the Services to ensure that they are compatible with the Act;
4. throughout the Contract they will monitor the Services for ongoing compliance with the Act and take any remedial action which may be required e.g. if there are any Court decisions under the Act which are relevant to the Services;
5. they will at any time during the Contract provide the Council with evidence which satisfies the Council that the Services are compliant with the Act; and
6. they will indemnify the Council against any and all claims that may be made against the Council due to a breach of the Act which is caused by or arises out of the Service or any actions of the Service Provider under the Contract.

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER ENVELOPE**

TRD 4

SOUTH LANARKSHIRE COUNCIL  
COMMUNITY RESOURCES  
LAND & FLEET SERVICES

OFFER FOR: Disposal of Recyclate Waste  
SCHEDULE NO: CM/LS/06/4  
RETURN DATE: No later than 10am on Wednesday 10 January 2007

CERTIFICATE OF NON-COLLUSION

**The essence of selective tendering is that the client shall receive bona fide competitive tenders from all persons tendering. In recognition of this principle, I/we certify that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. I /we also certify that I/we have not done and I/we undertake that I/we will not do at any time before the returnable date for this tender any of the following acts:-**

- a) offer or give any gratuity, bonus, discount, consideration or bribe of any kind whatsoever to any Member or Officer of South Lanarkshire Council in relation to this tender or any other tender we have submitted or are in the process of submitting to the Council.
- b) communicating to a person other than the person calling for these tenders the amount or approximate amount of the tender herewith submitted.
- c) Entering into any agreement or arrangement with any person that he/she shall refrain from tendering or as to the amount of any tender to be submitted; and
- d) Offering or paying or giving or agreeing to pay any sum of money or 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 said work any act or thing of the sort described above in sub paragraph b) or c).

**In this certificate, the word “person” includes any persons and any body or association, corporate or incorporate; and “any agreement or arrangement” includes any such transaction, formal or informal, whether legally binding or not.**

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER ENVELOPE**

**TRD 5**

**SOUTH LANARKSHIRE COUNCIL  
COMMUNITY RESOURCES  
LAND & FLEET SERVICES**

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**DATA PROTECTION DECLARATION**

DECLARATION RELATING TO THE DATA PROTECTION ACT 1998

By carrying works out on behalf of the Council, you may be passed personal data (as defined by the Data Protection Act 1998). Consequently, you accept and agree

1. That the personal information is only used for the purpose in connection with which it was passed to you;
2. That you have technical and organisational security measures of a sort which, had you been a Data Controller in respect of that personal data, would satisfy the Seventh Data Protection Principle
3. That you will take reasonable steps to ensure compliance with the said measures and
4. That you will comply with all obligations imposed by the Seventh Data Protection Principle as though you were the Data Controller in respect of the data and
5. That you will show evidence of these measures to the Council, if requested (acting reasonably)

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER ENVELOPE**

TRD 6

**SOUTH LANARKSHIRE COUNCIL  
COMMUNITY RESOURCES  
LAND & FLEET SERVICES**

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**OFFICE ADDRESSES**

Please list the following;

Address of Branch/Office which you propose will service the Contract.

Nominated contact person / designation.

Telephone No:

E-mail:

Fax No:

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER ENVELOPE**

TRD 7

SOUTH LANARKSHIRE COUNCIL  
COMMUNITY RESOURCES  
LAND & FLEET SERVICES

OFFER FOR: Disposal of Recyclate Waste  
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CONTRACTOR'S INSURANCE QUESTIONNAIRE

Insured: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Name:

**DESCRIPTION OF THE "WORKS"/NATURE OF CONTRACT**

\_\_\_\_\_

1. **Public Liability** (N.B. A minimum Indemnity limit of £5M for any one occurrence is required. The highest single injury award in the United Kingdom is currently £4.1M)

(a) Name of Insurer: \_\_\_\_\_

(b) Policy Number: \_\_\_\_\_

(c) Expiry Date: \_\_\_\_\_

(d) Limit of Liability Any One Accident: \_\_\_\_\_

Is this limit reduced for any specific risks?.....YES/NO

If so, give details \_\_\_\_\_

(e) Is Product Liability included? .....YES/NO

If not, please explain why \_\_\_\_\_

(f) Does the Policy cover:

1. Indemnity to Principal \_\_\_\_\_

2. Contractual Liability \_\_\_\_\_

(g) Detail exclusions that would apply to any work being performed in your capacity as Contractor to South Lanarkshire Council – (Detail any policy excess applying)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRD7 (Continued)**

(h) Does cover extend to include 21.2.1 Liability.....YES/NO

This relates to JCT 1980 or equivalent conditions applied to building contracts

Involving piling, removal of load bearing walls, shoring up

*If yes, please identify the indemnity limit applying*            £

(i) Is any "Hot Work" envisaged?.....YES/NO

If "yes", does a Hot Work permit system operate.....YES/NO

NB The Council's Hot Work Permit System will be enforced in addition to any specific condition or warranty applying under the Contractors own Insurance Policy.

(j) All policies must extend to insure the negligent acts of any sub-contractors employed by you as the main contractor.

(k) In the event of a claim being made under this Section, please confirm the name of the person(s) responsible for administering the loss \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**2. Employers Liability**

(a) Name of Insurer \_\_\_\_\_

(b) Policy Number \_\_\_\_\_

(c) Expiry Date \_\_\_\_\_

(d) Does the Policy cover:

1. Indemnity to Principal \_\_\_\_\_

2. Contractual Liability \_\_\_\_\_

(e) Detail exclusions if any            NB We would expect such Insurance Policies should be "free" from exclusion

\_\_\_\_\_

\_\_\_\_\_

(f) Please attach a copy of your Health and Safety Policy.

**3. Contract Works Insurance**

(a) Name of Insurer \_\_\_\_\_

(b) Policy Number \_\_\_\_\_

(c) Expiry Date \_\_\_\_\_

(d) Limit of Indemnity applying in respect of:

1. The Contract Works    £ \_\_\_\_\_

**TRD7 (Continued)**

2. Plant/Materials for incorporation in the Contract Works £ \_\_\_\_\_

(e) 1. Does cover include Testing/Commissioning cover? .....YES/NO

2. If yes, please confirm:

The period of cover \_\_\_\_\_

The Indemnity Limit applying £ \_\_\_\_\_

That "Hot" Testing cover applies .....YES/NO

(f) Detail the policy excess applying £ \_\_\_\_\_

(g) Who is responsible for Insuring the "Works"?      The Council? .....YES/NO

The Contractor? .....YES/NO

**4. Professional Indemnity Insurance (NOT APPLICABLE)**

**5. Motor Vehicle Insurance**

(a) Name of Insurer \_\_\_\_\_

(b) Policy Number \_\_\_\_\_

(c) Expiry Date \_\_\_\_\_

In the event of the Council requiring further clarification as regards the extent of insurance provision please detail below the contact name and number of your authorised representative.

Name: \_\_\_\_\_

Insurer Name/Broker Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

In completing this form I/We confirm that all information is accurate, to our knowledge and further that the current policy premium has been paid to the Insurers concerned.

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER ENVELOPE**

**TRD 8**

**SOUTH LANARKSHIRE COUNCIL  
COMMUNITY RESOURCES  
LAND & FLEET SERVICES**

**OFFER FOR:** Disposal of Recyclate Waste  
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**LIST OF PROPOSED SUB-CONTRACTORS**

The Tenderer must insert below the names and addresses of any Sub-contractors whom he intends using under this contract and must also list the section of works applicable to each Sub-contractor. Should the tenderer be awarded any contract no changes to this list will be permitted without prior consent of the Council, whose decision in this regard is final.

Section of Works	Name and Address of Sub-contractor

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER ENVELOPE**

**TRD 9**

**SOUTH LANARKSHIRE COUNCIL  
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**OUT OF HOURS / EMERGENCY CONTACTS**

The Service Provider shall indicate the names and telephone numbers of those members of staff who shall provide the required service in situations which occur;

- a. Outwith Normal Service Hours
- b. Emergency Situations

<b>Employee Name</b>	<b>Telephone Number</b>	<b>Outwith Normal Service Hours / Emergency Situations</b>

**Note:** The Service Provider shall note that a telephone answering machine will not be acceptable in these circumstances.

SIGNED: \_\_\_\_\_  
NAME: \_\_\_\_\_  
DESIGNATION: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**NOTE:** THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER ENVELOPE

**TRD 10**

**SOUTH LANARKSHIRE COUNCIL  
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**OFFER FOR:** Disposal of Recyclate Waste  
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**PRICE SCHEDULE**

**Instructions for completing the Price Schedule Tables**

Tenderers should quote for the Lots which they previously expressed an interest in at the Pre-Qualification stage.

Tenderers who have expressed an interest in Lot 2 must quote a single rate for **all** the waste streams within it. Tenderers who do not do so will not be considered.

Tenderers should enter their prices offered, either as a charge to the Council or as a payment to the Council. Payment figures should be placed inside brackets ( ).

Multiply the figure in column (A) by the figure placed in column (B) and enter the answer in column (C), either as a total charge or as a total payment. Total payment figures should also be placed inside brackets ( ).

For Lot 2, tenderers should complete the additional table giving a breakdown of how their overall charge has been calculated. The Total Annual Cost box at the foot of Column (C) should reflect the total of Column (C), treating bracketed amounts as minus figures. The figure in this box should therefore reflect either a net charge to the Council or a net payment to the Council, which will be the Contract Rate for the total tonnage covered by this Lot.

For the avoidance of doubt, for Lots 1, 2 and 3, figures which appear in brackets in Column (C) Totals will be taken as net payments to the Council. Figures which do not appear in brackets will be taken as net charges to the Council.

TRD 10 cont'd

**SOUTH LANARKSHIRE COUNCIL  
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LAND & FLEET SERVICES**

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**PRICE SCHEDULE TABLES**

<b>Lot No. 1</b>	<b>(A) Annual Tonnage (Estimated)</b>	<b>(B) Rate Per Tonne Charged or (Paid)</b>	<b>(C) Total Annual Charge or (Payment) = (A) x (B)</b>
Co Mingled Recyclate	17,500		

<b>Lot No. 2</b>	<b>(A) Annual Tonnage (Estimated)</b>	<b>(B) Rate Per Tonne Charged or (Paid)</b>	<b>(C) Total Annual Charge or (Payment) = (A) x (B)</b>
Segregated Recyclable Waste	24,709		

<b>Lot No. 3</b>	<b>(A) Annual Tonnage (Estimated)</b>	<b>(B) Rate Per Tonne Charged or (Paid)</b>	<b>(C) Total Annual Charge or (Payment) = (A) x (B)</b>
Green Waste	17,260		

TRD 10 cont'd

**SOUTH LANARKSHIRE COUNCIL  
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LAND & FLEET SERVICES**

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**Breakdown of Rate**

**Lot 2.**

<b>Lot No. 2</b>	<b>(A) Annual Tonnage (Estimated)</b>	<b>(B) Rate Per Tonne Charged or (Paid)</b>	<b>(C) Annual Charge or (Payment) = (A) x (B)</b>
1. Special Uplift Waste	13,500		
2. Glass (segregated)			
Clear	400		
Green	250		
Brown	200		
3. Glass (mixed)	1,000		
4. Inert Waste	2,500		
5. Gully Waste	5,000		
6. Wood	250		
7. Scrap Metal	1,430		
8. Cardboard	100		
9. Aluminium Cans	6		
10. Batteries	13		
Tyres	60		
<b>Total Annual Rate = Sum of (C)1 to (C)10</b>			

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER ENVELOPE**

**TRD 11**

**SOUTH LANARKSHIRE COUNCIL  
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**YELLOW PAGE**

THE OFFERER MUST ENTER ON THIS SHEET ANY CLAUSE, CONDITION, AMENDMENT TO SPECIFICATION OR ANY OTHER QUALIFICATION HE/SHE MAY WISH TO MAKE CONDITIONAL TO THIS OFFER, AS REQUIRED BY THE VARIOUS CLAUSES IN THE CONDITIONS OF CONTRACT ONLY.

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER ENVELOPE**