



CALL FOR TENDER (CfT)

**THE SUPPLY AND DELIVERY OF WHEELED REFUSE
COLLECTION CONTAINERS, HOME COMPOST UNITS,
KITCHEN CADDIES ,KERBSIDE BOXES, KITCHEN CADDY
LINERS, BOTTLEBANKS AND OTHER SUPPLIES**

CfT No: 918188

Schedule 4: Form of Contract

Closing date: 12:00 hrs on Monday 19th June 2017

**John R Quinn
Chief Executive
arc21
Belfast Castle
Antrim Road
Belfast
BT15 5GR**

www.arc21.org.uk

FORM OF CONTRACT



[Date]

(1) arc21

-and-

(2) [Name of Supplier]

AGREEMENT

**for the Supply and Delivery of Wheeled Refuse Collection Containers, Bottle Banks
and Other Supplies**

**[NOTE TO TENDERERS – THIS CONTRACT HAS BEEN PROVIDED FOR
INFORMATION ONLY AND TENDERERS ARE NOT TO ALTER, MARK-UP,
COMPLETE OR VARY ITS CONTENTS IN ANY WAY.]**

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THIS AGREEMENT is made on []

BETWEEN

- (1) **arc21** of Belfast Castle, Antrim Road, Belfast, BT15 5GR (the “**Authority**”); and
- (2) **[Full name of Supplier]** (company registered number [●]) whose registered office is at [●] (the “**Supplier**”).

RECITALS:

- (A) The Authority is an incorporated joint committee, pursuant to the Local Government (constituting a Joint Committee a Body Corporate) Order (Northern Ireland) 2015, established by Antrim and Newtownabbey Borough Council, Ards and North Down Borough Council, Belfast City Council, Lisburn and Castlereagh City Council, Mid and East Antrim Borough Council and Newry, Mourne and Down District Council.
- (B) Pursuant to a notice published in the Official Journal of the European Union on [●] the Authority invited tenders for the supply and delivery of the Goods provided for in this Agreement.
- (C) Pursuant to that tender process, the Authority and the Supplier have agreed that the Supplier shall provide and the Authority shall purchase the Goods in accordance with this Agreement.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Agreed Delivery Date**” has the meaning given to it in Clause 8.4 (Delivery Date and Time);

“**Agreement**” means this agreement between the Authority and the Supplier including the Schedules and any Variations made in accordance with the terms of this Agreement;

“**Approval**” means the written consent of the Contract Manager and “**Approved**” shall be construed accordingly;

“**Authority Property**” means any tangible property, vehicles, plant, materials or equipment of the Authority or the Member Councils;

“**Confidential Information**” means any information which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, and personal data and sensitive personal data within the meaning of the Data Protection Act 1998;

“**Contract Commencement Date**” date as may be notified by the Authority;

“**Contract Manager**” means Ann Goldthorpe / Cheryl Johnson, the person for the time being appointed by the Authority as being authorised to administer this Agreement on behalf of the Authority or such other person as may be nominated by the Contract Manager to act on his behalf;

“**Contracting Authority**” means any contracting authority as defined in Regulation 2 of the PC Regulations, other than the Authority;

“**Default**” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term, including for example Clause 4 (The Supply and Delivery of Goods)) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other;

“**Delivery Date**” has the meaning given to it in Clause 8.5 (Delivery Date and Time);

“**Delivery Time**” has the meaning given to it in Clause 8.7 (Delivery Date and Time);

“**DPA**” has the meaning given to it in Clause 23.1 (Data Protection Act);

“**Environmental Information Regulations**” means the Environmental Information Regulations 2004;

“**Expiry Date**” means 12 months after the Contract Commencement Date or such later date as may arise pursuant to Clause 3 (Scope of Agreement);

“**Extended Term**” has the meaning given in Clause 3.2;

“**Extension**” means any period of extension of this Agreement pursuant to Clause 3.2 or Clause 3.3, which shall include the Extended Term;

“**Finance Officer**” means an officer of the Authority responsible for clarification, processing and payment of invoices;

“**FOIA**” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

“**Good Industry Practice**” means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced supplier (engaged in the same type of undertaking as that of the Supplier);

“**Goods**” shall mean the goods, articles, materials or commodities as are described in Annex 1 (Specifications) and, where the context requires, the Goods ordered by and supplied to the Authority pursuant to an Order;

“**Goods Prices**” means the prices of the Goods as determined in accordance with Clause 16.1 and Annex 3 (Schedule of Prices and Rates).

“**Information**” has the meaning given under Section 84 of the Freedom of Information Act 2000 or ‘environmental information’ as defined in Regulation 2 of the Environmental Information Regulations, as the case may be;

“**Initial Term**” has the meaning given to it in Clause 3.1 (Contract Commencement Date) of this Agreement;

“**Intellectual Property Rights**” means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

“**Law**” means:

- (a) any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;
- (b) any Act of the Northern Ireland Parliament or Act of the Northern Ireland Assembly or other expression within the meaning of Section 1 of the Interpretation Act (Northern Ireland) 1954;
- (c) any exercise of the Royal Prerogative; and
- (d) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972,

in each case having application (whether express or implied) in Northern Ireland;

“**Member Councils**” means Antrim and Newtownabbey Borough Council, Ards and North Down Borough Council, Belfast City Council, Lisburn and Castlereagh City Council, Mid and East Antrim Borough Council and Newry, Mourne and Down District Council (and their successors or assigns);

“**Month**” means calendar month;

“**New Supplier**” means any third party supplier appointed by the Authority from time to time, to provide any Goods which are substantially similar to any or all of the Goods, and which the Authority receives in substitution for any or all of the Goods following the expiry, termination or partial termination of this Agreement;

“**Normal Use**” has the meaning set out in the Specification in respect of each Good.

“**Order**” shall mean an order placed by the Authority with the Supplier, in accordance with Clause 8, for the supply of Goods;

“**Party**” means a party to this Agreement and “**Parties**” shall be construed accordingly;

“**PC Regulations**” means the Public Contracts Regulations 2015;

“**Requests for Information**” shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations;

“**Required Insurances**” means the insurances specified in Clauses 29.5 and 29.6 (Indemnity and Insurance);

“**Revised Delivery Date**” shall have the meaning given to it in Clause 8.6 (Delivery Date and Time);

“**Specification**” means the specification for the Goods as set out at Annex 1 (Specifications);

“**Specified Delivery Point**” shall mean the delivery point(s) within the arc21 area specified in any Order given by the Contract Manager;

“**Staff**” means all persons employed or engaged by the Supplier or any sub-contractor of the Supplier to supply and deliver the Goods together with the Supplier’s servants, agents and sub-contractors used in the performance of this Agreement;

“**Suppliers Proposal**” means the Suppliers proposal set out in Annex 2 (Supplier’s Proposal) which the Supplier will comply with for the duration of the Agreement;

“**Supplier’s Representative**” means the individual authorised to act on behalf of the Supplier for the purposes of this Agreement as notified to the Authority;

“**Term**” means the term of this Agreement as provided for in Clause 3.1 (Term) including the Initial Term, and if applicable, any Extension;

“**Variation**” has the meaning given to it in Clause 20.1 (Variation);

“**Warranty Period**” has the meaning set out in Clause 30.1 (Warranties and Representations).

“**Working Day**” means Monday to Friday between the hours of 9.00am and 5.00pm excluding bank and public holidays in Northern Ireland.

1.2 In this Agreement, except where the context otherwise requires:

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- (a) capitalised terms have the meaning given to them in Clause 1.1 (Definitions and Interpretation) above;
- (b) words importing the singular include where the context so admits the plural and vice versa;
- (c) words importing the masculine include the feminine and the neuter and vice versa;
- (d) reference to a “clause” is a reference to a clause in this Agreement, and to the whole of that clause unless stated otherwise;
- (e) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (f) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
- (g) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
- (h) references to an “Annex” are to an Annex to this Agreement; and
- (i) headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.3 In the event of conflict between the body of this Agreement and the Annexes, the body of this Agreement shall prevail over the Annexes. In the event of any conflict or inconsistency between the Annexes, the following order of precedence shall prevail:

- (a) Annex 1;
- (b) Annex 2;
- (c) Annex 3;

2. SCOPE OF AGREEMENT

2.1 The provisions of this Agreement shall apply to the sale of the Goods by the Supplier to the Authority pursuant to any Order. Any other provisions, including those of the Supplier which the Supplier applies or purports to apply, shall not be the terms and conditions concerning the sale of the Goods by the Supplier to the

Authority. For the avoidance of doubt, the Supplier acknowledges and agrees that the Authority shall not be bound by any other provisions that are not expressly incorporated in this Agreement.

3. CONTRACT COMMENCEMENT DATE

- 3.1 Subject to Clause 2 (Scope of Agreement), this Agreement shall take effect on the Contract Commencement Date and shall end 12 months after the Contract Commencement Date (the “**Initial Term**”), unless otherwise terminated earlier in accordance with its terms or extended beyond such date by the Authority in accordance with the provisions below.
- 3.2 The Authority may at its absolute discretion extend the duration of this Agreement for any period up to 12 months (in aggregate) beyond the Initial Term by giving the Supplier at least 10 Working Days written notice prior to the end of the Initial Term (or any later extension period) (the “**Extended Term**”).
- 3.3 The Authority shall have the option to extend the duration of this Agreement beyond the Extended Term by such period(s) as it sees fit provided that the cumulative period of such extension(s) shall not exceed two years from the date of the expiry of the Extended Term. If the Authority intends to exercise any such option(s) beyond the Extended Term it must give notice to the Supplier no later than 30 Working Days prior to the date on which the Extended Term or any extension thereof would otherwise expire.
- 3.4 In circumstances where the Authority exercises its right to extend pursuant to clause 3.2 or 3.3, this Agreement shall continue until the last day of the last extension period as specified by the Authority. The obligations of the Parties under this Agreement shall continue throughout the Extended Term and any further extension beyond the Extended Term.

4. THE SUPPLY AND DELIVERY OF GOODS

- 4.1 During the Term, the Supplier shall provide, and the Authority shall purchase, such quantities of Goods as the Authority may order under Clause 8, in accordance with:
- (a) the Authority’s requirements as set out in Annex 1 (Specification);
 - (b) the Supplier’s Proposals and rates and prices as set out at Annex 2 (Suppliers Proposal) and Annex 3 (Schedule of Prices and Rates);
 - (c) the Supplier’s quality management assurance system and environmental management system (if any);
 - (d) the remaining terms and conditions of this Agreement;
 - (e) all Law and Good Industry Practice;
 - (f) with reasonable care and skill and diligence;

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- (g) in such a manner to protect and enhance the image and reputation of the Authority;
 - (h) in such a manner that is not injurious to health and that (unless agreed otherwise with the Authority in writing) does not cause any nuisance or damage to any property or the environment; and
 - (i) in such a manner as not to unreasonably impede the Authority in carrying out its functions or increase the cost to the Authority of carrying out its functions.
- 4.3 During the Term the Supplier shall:
- (a) (without prejudice to any other provision herein), inform the Authority as soon as possible of any circumstances which might prejudice the Supplier's ability to provide the Goods temporarily or permanently. The Supplier shall inform the Authority promptly if there is any actual or potential investigation or action to be undertaken by any competent regulatory or governmental authority, or any actual or potential industrial action, which affects or may affect the ability of the Supplier to fulfil its obligations hereunder;
 - (b) not enter into any arrangement which may be adverse to its ability to fully and properly perform its obligations under this Agreement; and
- 4.4 The Supplier agrees that the inclusion of the Supplier's Proposal in Annex 2 shall not relieve the Supplier of its responsibility for ensuring compliance with the Specification and all other provisions of this Agreement.
- 4.5 The Supplier shall deliver the Goods in accordance with the Supplier's Proposal throughout the Term. The Supplier's Proposal shall be reviewed by the Parties at least every six months.
- 4.6 The Parties shall at all times act reasonably and in good faith towards (and co-operate with) each other to the extent required for the performance of this Agreement.
- 4.7 The Supplier's performance of certain aspects of the provision of Goods shall be monitored against the Suppliers Proposal and Clause 8 (Orders, Delivery Date and Time). Clause 31 (Liquidated Damages) will be applied by the Authority if the Agreed Delivery Date, the Delivery Date, the Revised Delivery Date and / or Delivery Time are not met.
- 4.8 All Goods supplied must be manufactured by the Supplier (or by the stated manufacturer if the Supplier is an agent) and not bought on the spot market as new or second hand units
- 5. QUALITY STANDARDS & ENVIRONMENTAL MANAGEMENT SYSTEM**
- 5.1 The Goods shall at all times comply with the Quality Standards.
- 5.2 If the Supplier has a quality assurance system it shall ensure that such quality assurance system at all times:

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- (a) complies with the company policy; and
 - (b) maintains the accreditation.
- 5.3 Unless otherwise specified, all written work in connection with this Agreement shall be produced on recycled paper containing at least 80% post-consumer waste and used on both sides where appropriate.
- 5.4 The signing by the Contract Manager (or his representative) of delivery notes or other similar documents shall not be construed as implying acknowledgement of the Supplier's compliance with this Agreement.
- 5.5 The whole of the Goods supplied shall:
- (a) be of the best of their kind and free from defects;
 - (b) conform as to quantity, quality and description with the particulars stated in this Agreement and in the Orders;
 - (c) be equal in all respects to the Specification and any samples, patterns, drawings or specifications provided by the Supplier which have been Approved. For the avoidance of doubt, the requirements of the Specification shall take precedence over any samples, patterns, drawings or specifications provided by the Supplier even if Approved;
 - (d) be suitable, in every aspect, for the purposes intended by the Authority and the Member Councils as detailed in Annex 4 (Purposes of Goods) of Schedule 1 (Tender Requirements);
 - (e) be capable of any standard of performance specified in this Agreement or any Order; and
 - (f) be of a design, construction and quality which complies with all relevant requirements of any statute, regulation or order in force when the Goods are supplied.

The Supplier acknowledges and agrees that the approval by the Authority of any designs or samples provided by the Supplier will not relieve the Supplier of any of its obligations under this Agreement.

- 5.6 The Supplier will ensure it complies with the quality standards published by the British Standards Institute, the International Organisation for Standardisation or any other equivalent body that a skilled and experienced supplier engaged in the same type of industry or business as the Supplier is reasonably and ordinarily expected to comply as supplemented by any further quality standards specified in Annex 1 (Specification).
- 5.7 If the Supplier has an environmental management system it shall ensure that such environmental management system at all times:
- (a) complies with the company policy; and

- (b) maintains the accreditation.

6. BRITISH, EUROPEAN OR INTERNATIONAL STANDARD

- 6.1 Where an appropriate European or International Standard Specification or European or International Standard Code of Practice or an equivalent British Standard Specification or British Standard Code of Practice issued by the British Standards Institution or such equivalent certification body is current at the date of Order, all Goods supplied, all goods and materials used in manufacture and all workmanship shall be of a standard at least in accordance with that standard or with such higher standard as may be specified in this Agreement.

7. HAZARDOUS GOODS

- 7.1 Where Goods are supplied by the Supplier to the Authority which are of a hazardous, dangerous or noxious nature, such Goods or the receptacle or container in which the Goods are stored or transported shall be clearly marked so as to show:
- (a) the nature of the Goods;
 - (b) any particular hazards associated with the Goods;
 - (c) any particular precautions required in handling and/or using the Goods; and
 - (d) any measures peculiar to the nature of the Goods to be taken in case of accident.

8. ORDERS, DELIVERY DATE AND TIME

- 8.1 When the Authority wishes to place an Order, it shall either send a purchase order to the Supplier or submit an Order orally. Oral Orders shall be confirmed by a purchase order.
- 8.2 The purchase order shall state all relevant details concerning the Order, including:
- (a) the number and type of Goods to be supplied and delivered;
 - (b) colour (and any other distinct characteristics e.g. logos) for the Goods; and
 - (c) Specified Delivery Point(s).
- 8.3 The Authority shall assign a PO number to each purchase order issued. Each Party shall use the relevant PO number in all subsequent correspondence relating to the Order.
- 8.4 At the date of the Order, the Authority and the Supplier may agree a date on which the Goods are to be delivered (the "**Agreed Delivery Date**")
- 8.5 Failing agreement between the Authority and the Supplier, the Supplier shall inform the Authority of the date of delivery at the time the Order is placed (the "**Delivery Date**"). Unless otherwise agreed by the Parties, the Delivery Date shall be no later than 12 weeks from the date of the Order.

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- 8.6 The Authority and the Supplier may agree an extension of the Agreed Delivery Date or the Delivery Date (the “**Revised Delivery Date**”).
- 8.7 The Supplier shall inform the Authority of the expected time of delivery at least five Working Days in advance of the Agreed Delivery Date, the Delivery Date or the Revised Delivery Date (the “**Delivery Time**”). The Delivery Time shall be within a two hour timeframe.
- 8.8 Unless otherwise agreed, the Agreed Delivery Date, the Delivery Date or the Revised Delivery Date shall be on a Working Day.
- 8.9 The Supplier shall supply Goods in accordance with:
- (a) the Authority’s Orders;
 - (b) the Agreed Delivery Date, the Delivery Date and/or the Revised Delivery Date; and
 - (c) the Delivery Time.
- 8.10 The Authority may at any time prior to despatch of the Goods amend or cancel an Order by written notice to the Supplier.
- 8.11 The Supplier shall not deliver more than one load at a time unless instructed to do so by the Contract Manager. Notification of delivery must be made in accordance with this Clause 8 and Clause 9 of this Agreement.

9. DELIVERY NOTES

- 9.1 At the time of delivery at the Specified Delivery Point, the Supplier shall provide a delivery note containing particulars of the quantities and descriptions of all Goods delivered at that time.
- 9.2 The Authority reserves the right to refuse delivery of any Goods in the absence of a delivery note.
- 9.3 Should any costs be incurred by the Authority in consequence of the Supplier’s failure to comply with Clause 9.1, it shall be lawful for the Authority to deduct and retain the amount of such costs from the amount of any monies due to the Supplier.

10. ESTIMATED QUANTITIES

- 10.1 Any figures or quantities provided to the Supplier prior to the date of this Agreement, in the tender documents or otherwise, are estimates only and do not represent a commitment by the Authority to issue Orders for these quantities of Goods nor to purchase a set quantity of (or any) Goods.
- 10.2 Goods will be ordered and purchased on a call off basis, in accordance with the procedure set out in Clause 8 as required by the Authority over the Term.

- 10.3 Where the cost to the Authority of any Goods supplied indicates a refundable deposit on a container or other packing for the Goods, the Supplier shall collect the container or packing from the Authority at its own cost when requested to do so by the Contract Manager and arrange for such refunded deposit to be repaid to the Authority.

11. ACCESS TO PREMISES

- 11.1 The Authority shall, at all reasonable times, be permitted by the Supplier to inspect any premises in which the Goods to be supplied under this Agreement are being prepared, manufactured, stored or sold for the purpose of inspecting the Goods and ensuring compliance with this Agreement.

12. TESTING OF GOODS

- 12.1 From time to time the Authority may at its discretion order tests and/or analyses of any Goods supplied by the Supplier and if there is a deficiency in quantity or quality then the costs incurred by the Authority in carrying out such tests and/or analyses shall be paid by the Supplier or set off against amounts owed to the Supplier. If the tests are satisfactory then in the absence of any agreement to the contrary, the costs of such testing shall be borne by the Authority.

13. INSPECTION OF DOCUMENTS

- 13.1 The Authority shall, at all reasonable times, be permitted by the Supplier to inspect and examine any books, records, accounts or any other documents held by the Supplier as may be deemed by the Authority and the Supplier to be relevant to the performance of this Agreement.

14. PROPERTY AND RISK IN GOODS

- 14.1 Property in the Goods and risk in respect of the Goods shall only pass from the Supplier to the Authority when the Goods have been delivered to the Authority at the duly Specified Delivery Point and the Contract Manager or authorised representative of the Authority has signed the delivery note to signify the Goods have been delivered. For the avoidance of doubt, such signature shall merely indicate that Goods have been delivered and shall in no way signify that such Goods on delivery were in accordance with the requirements of this Agreement (including the Specification) or the quantity ordered.

15. REJECTION OF GOODS

- 15.1 The Contract Manager shall be at liberty to reject any Goods if the Supplier has not complied (or the Goods do not comply) with all the provisions of Clause 4 (The Supply and Delivery of Goods), Clause 5 (Quality Standards and Environmental Management System), Clause 6 (British, European Standard or International

Standards), Clause 7 (Hazardous Goods), Clause 9 (Delivery Notes) and Clause 14 (Property and Risk in Goods) hereof. Rejected Goods must be removed by and at the expense of the Supplier within two Working Days after written notice of the rejection has been given to him. If not so removed, the Authority may cause such Goods to be removed and charge the Supplier with the expenses incurred in such removal and during any such removal the Goods shall be at the risk of the Supplier.

16. RATES AND PRICES

- 16.1 The Goods prices set out in Schedule 5 Pricing Schedule and Rates are on a fixed price basis for the duration of this Agreement and, subject to Clause 16.3 below, unless otherwise agreed no modifications or variations thereto shall be allowed during the Term.
- 16.2 As regards any Goods comprised in this Agreement or any component part or ingredient of such Goods which may become subject to the payment of any duty, any new duty or any increase or decrease in any duty existing at the date of the Supplier's tender, allowance shall be made to the Supplier in the case of any new or increased duty and allowance shall be made to the Authority in the case of any decreased duty.
- 16.3 The Goods Prices are in sterling and exclusive of VAT.

17. PAYMENT

- 17.1 The Supplier shall within 5 days of the end of a Month provide the Contract Manager and Finance Officer with an invoice for the entire sum due to the Supplier in respect of all Goods that were delivered under this Agreement in the previous Month. (e.g. within 5 days of the end of March, the Supplier shall provide an invoice showing the entire sum due in respect of all Goods delivered in March).
- 17.2 No payment will be made by the Authority unless:
- (a) the Contract Manager has certified that the Goods have been supplied in a satisfactory condition and in accordance with the Agreement; and
 - (b) a copy of the delivery note is attached to the invoice.
- 17.3 The Supplier shall provide any other information reasonably required by the Contract Manager or Finance Officer to substantiate the billing information. Billing information shall be legible; the electronic copy shall be in a format that can be read and manipulated in Microsoft Word or Microsoft Excel or other format acceptable to the Authority.
- 17.4 Provided Clause 17.2 is satisfied, the Authority shall pay all undisputed sums due to the Supplier in cleared funds within 30 days of receipt of correct and valid invoices.

18. RECOVERY OF SUMS DUE

- 18.1 Wherever under this Agreement any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of this Agreement), the Authority may unilaterally deduct that sum from any sum then due from the Authority to the Supplier (including for the avoidance of doubt any amount payable by the Authority in respect of completed Orders), or which at any later time may become due to the Supplier under this Agreement or under any other agreement or contract with the Authority.
- 18.2 Any overpayment by the Authority to the Supplier, whether in respect of the Goods Prices or of value added tax, shall be a sum of money recoverable by the Authority from the Supplier as a debt due and the Supplier shall pay such sums immediately upon request by the Authority as a debt due. In the event that the Supplier fails to make payment the debt due and may be set off against any later monies due to the Supplier.
- 18.3 The Supplier shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.
- 18.4 If a Party fails to make any payment due to the other Party under this Agreement within 60 days after the due date for payment, then, without limiting the Authority's rights under this Clause 18 and Clause 34 (Termination on Default), the Party who is owed payment may charge the defaulting Party interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended. The defaulting Party shall pay the interest within 5 Working Days on demand by the other Party, as well as the original outstanding amount to which the interest relates.

19. EURO

- 19.1 Any legislative requirement to account for the Goods in euro (or to prepare for such accounting) instead of and/or in addition to sterling, shall be implemented by the Supplier at no charge to the Authority.
- 19.2 The Authority shall provide all reasonable assistance to facilitate compliance by the Supplier with Clause 19.1 (Euro).

20. VARIATION

- 20.1 If either Party wishes to change the scope or specification of the Goods (a "**Variation**"), it shall submit details of the requested Variation to the other in writing.
- 20.2 If either Party requests a Variation, the Supplier shall, within a reasonable time, provide a written estimate to the Authority of:

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- (a) the likely time required to implement the Variation;
 - (b) any necessary variations to the Goods Prices;
 - (c) the likely effect of the Variation on the Goods; and
 - (d) any other impact of the Variation on this Agreement.
- 20.3 If the Authority wishes the Supplier to proceed with the Variation, the Supplier has no obligation to do so unless and until the parties have agreed the necessary variations to the Goods Prices, the Goods and any other relevant terms of this Agreement to take account of the Variation and this Agreement has been varied in accordance with Clause 20.5 (Variation).
- 20.4 Notwithstanding Clause 20.3 (Variation), the Supplier may, from time to time and upon giving the Authority 30 days notice, change the Goods in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Goods.
- 20.5 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

21. PREVENTION OF CORRUPTION

- 21.1 The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Authority any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or any other contract with the Authority, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such contract. The attention of the Supplier is drawn to the criminal offences under the Bribery Act 2010.
- 21.2 The Supplier warrants and represents that it has not paid commission and has not agreed to pay any commission to any employee or representative of the Authority in relation to this Agreement.
- 21.3 Where the Supplier or Supplier's employees, servants, sub-contractors, associated third parties, suppliers or agents or anyone acting on the Supplier's behalf, engages in conduct prohibited by Clause 21 (Prevention of Corruption) in relation to this or any other contract with the Authority, the Authority has the right to:
- (a) terminate this Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination; or
 - (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this Clause 21 (Prevention of Corruption), whether or not this Agreement has been terminated.

22. HEALTH AND SAFETY

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- 22.1 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the provision of the Goods. The Supplier shall notify the Authority immediately in the event of any incident occurring in the performance of this Agreement at the Specified Delivery Points where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 22.2 The Supplier shall comply with all relevant health and safety legislation and shall have specific regard to the following legislation and any other acts, orders, regulations, and codes of practice relating to health and safety, which may apply:
- (a) the Supplier's duty under the Health and Safety at Work (Northern Ireland) Order 1978 to ensure, so far as is reasonably practicable, that the goods or materials supplied are safe and without risks to health within the meaning and for the purposes of that Order and that adequate and up-to-date information is provided by the Supplier to ensure the safe handling, use and disposal of those goods and materials;
 - (b) the Control of Substances Hazardous to Health Regulations (Northern Ireland) 2003;
 - (c) Regulation 10 of the Provision and Use of Work Equipment Regulations (Northern Ireland) 1999; and
 - (d) Regulation 4 (3)(e) of the Personal Protective Equipment at Work Regulations (Northern Ireland) 1993.

23. DATA PROTECTION ACT

- 23.1 The Supplier shall (and shall ensure that any of its Staff and sub-contractors involved in the performance of this Agreement) comply with any notification requirements under the Data Protection Act 1998 (“**DPA**”) and both Parties will duly observe all their obligations under the DPA which arise in connection with this Agreement.
- 23.2 Notwithstanding the general obligation in this clause, where the Supplier is processing personal data (as defined by the DPA) as a data processor for the Authority (as defined by the DPA) the Supplier shall:
- (a) ensure that it has in place appropriate technical and contractual measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

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- (b) provide the Authority with such information as the Authority may reasonably require to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - (c) promptly notify the Authority of any breach of the security measures required to be put in place pursuant to Clause 23.2 (Data Protection Act); and
 - (d) ensure it does not knowingly or negligently do or omit to do anything which places the Authority in breach of the Authority's obligations under the DPA.
- 23.3 This Clause 23 (Data Protection Act) shall survive expiry or termination of this Agreement.

24. CONFIDENTIALITY

24.1 Each Party:

- (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
 - (b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.
- 24.2 The Supplier shall take all necessary precautions to ensure that all Confidential Information obtained from the Authority under or in connection with this Agreement:
- (a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary; and
 - (b) is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of this Agreement.
- 24.3 The Supplier shall not use any Confidential Information it receives from the Authority otherwise than for the purposes of this Agreement.
- 24.4 The provisions of Clauses 24.1 to 24.3 (Confidentiality) shall not apply to any Confidential Information received by one Party from the other:
- (a) which is or becomes public knowledge (otherwise than by breach of this Clause 24 (Confidentiality));
 - (b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

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- (d) is independently developed without access to the Confidential Information; or
 - (e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 25 (Freedom of Information).
- 24.5 Nothing in this Clause 24 (Confidentiality) shall prevent the Authority disclosing any Confidential Information for the purpose of:
- (a) the examination and certification of the Authority's accounts or any audit required by Law or governmental policy;
 - (b) disclosing such information to any government department or any other Contracting Authority. All government departments or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or
 - (c) to any person engaged in providing any goods or services to the Authority for any purpose relating to or ancillary to this Agreement;
- provided that in disclosing information under Clauses 24.5(b) and (c), above, the Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 24.6 Nothing in this Clause 24 (Confidentiality) shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 24.7 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of this Agreement, the Supplier undertakes to maintain security systems approved by the Authority.
- 24.8 Where necessary to prevent such access, the Authority may require the Supplier to alter any security systems at any time during the Term at the Supplier's expense.
- 24.9 The Supplier will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the performance of this Agreement and will keep a record of such breaches. The Supplier will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Supplier will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

25. FREEDOM OF INFORMATION

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- 25.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate (and ensure that its sub-contractors assist and co-operate) with the Authority (at the Supplier's expense) to enable the Authority to comply with any information disclosure requirements.
- 25.2 The Supplier shall (and shall ensure that its sub-contractors shall):
- (a) transfer any Request for Information to the Authority as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
 - (b) provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- 25.3 The Authority shall be responsible for determining at its absolute discretion whether any Information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations; and
 - (b) is to be disclosed in response to a Request for Information, and in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 25.4 The Supplier acknowledges that the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:
- (a) without consulting with the Supplier; or
 - (b) following consultation with the Supplier and having taken its views into account.
- 25.5 The Supplier shall ensure that all Information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.
- 25.6 The Supplier acknowledges that any lists provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with Clause 25.1 (Freedom of Information).

25.7 The Authority accepts no liability for any disclosure of Information pursuant to the FOIA or the Environmental Information Regulations.

26 PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

26.1 The Supplier shall not make any press announcements or publicise this Agreement or any part thereof in any way, except with the written consent of the Authority.

26.2 The Supplier shall take all reasonable steps to ensure the observance of the provisions of Clause 26.1 above by all their servants, employees, agents, professional advisors, consultants, sub-contractors and associated third parties.

26.3 This Clause 26 (Publicity, Media and Official Enquiries) shall survive expiry or termination of this Agreement.

27 AUDIT

27.1 The Supplier shall keep and maintain until five years after the expiry or termination of this Agreement, or such longer period as may be required by law, full and accurate records of this Agreement including the Orders placed, Goods provided and all payments made under it. The Supplier shall on request and free of charge afford the Authority or the Authority's representatives such access to those records and copies of such records as may be required by the Authority at any time during the Term and for five years after the expiry or termination of this Agreement.

28 AUTHORITY'S ROLE

28.1 Save as otherwise expressly provided, the obligations of the Authority under this Agreement are obligations of the Authority in its capacity as a contracting counterparty and nothing in this Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity; nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under this Agreement (howsoever arising) on the part of the Authority to the Supplier.

29. INDEMNITY AND INSURANCE

29.1 Neither Party excludes or limits liability to the other Party for:

- (a) death or personal injury caused by its negligence or for any breach of any obligations implied by Part I (Supply of Goods) of the Supply of Goods and Services Act 1982;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other matter for which it would be unlawful for either Party to exclude or limit or attempt to exclude or limit its liability.

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- 29.2 The Supplier shall indemnify, and keep indemnified, the Authority fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with this Agreement including in respect of any death or personal injury, loss of or damage to property, breach of statutory duty, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier or its sub-contractors (including through the provision of Goods or any defective Goods). This Clause 29.2 shall not apply to the extent that the Supplier is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or sub-contractors, or by any circumstances within its or their control.
- 29.3 Subject always to Clause 29.1 (Indemnity and Insurance), in no event shall either Party be liable to the other for:
- (a) loss of profits, business, revenue or goodwill; and/ or
 - (b) indirect or consequential loss or damage.
- 29.4 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of public liability cover in respect of all liabilities which may be incurred by the Supplier arising out of the Supplier's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss. The minimum level of such insurance shall be £5,000,000 (five million pounds) in respect of each and every occurrence.
- 29.5 The Supplier shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement for the time being in force. The minimum level of such insurance shall be £10,000,000 (ten million pounds) in respect of each and every occurrence.
- 29.6 The Parties expressly agree that if any limitation or provision contained or expressly referred to in this Clause 29 is held to be invalid under any Law, it will be deemed omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause 29.
- 29.7 The Supplier shall produce to the Contract Manager, on request, copies of all insurance policies referred to in this Clause 29 (Indemnity and Insurance) or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 29.8 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by this Agreement the Authority may, without prejudice to any other remedy available to it hereunder or at law, make alternative arrangements to protect its interests and shall be entitled to recover the costs of such arrangements from the Supplier.

- 29.9 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Agreement. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in Clause 29.2 and 29.3, subject to the minimum levels of insurance specified in Clauses 29.5 and 29.6 (Indemnity and Insurance).
- 29.10 Nothing in this Clause 29 shall act to reduce or affect a Party's general duty to mitigate its loss.

30 WARRANTIES AND REPRESENTATIONS

- 30.1 The Supplier warrants and represents that the Goods supplied shall be free from defects and fit for purpose in Normal Use (in each case as defined in the Specification for the relevant Goods), for a period not less than:
- (a) five years (for all Goods other than those in Lot 16); and
 - (b) 12 months (for those Goods in Lot 16);
- from the date of delivery (the "**Warranty Period**").
- 30.2 In respect of any Goods that are defective or not fit for purpose in the Warranty Period the Supplier undertakes to repair all such defective Goods or, if incapable of repair, to replace within a one (1) month period (of the discovery of the defect or failure to be fit for purpose) all such Goods, in each case at its own cost.
- 30.3 The Authority's rights and remedies under this Clause 30 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into this Agreement by the Sale of Goods Act 1979.
- 30.4 If the Supplier fails to promptly repair or replace defective Goods in accordance with Clause 30.2, the Authority may, without affecting its rights to claim damages, obtain substitute goods, materials or commodities from a third party supplier, or have the defective Goods repaired by a third party, and the Supplier shall reimburse the Authority for the costs it incurs in doing so.
- 30.5 Without prejudice to the provisions of Clause 18, any losses to the Authority or its Member Councils as a result of defective Goods (or Goods that are not fit for purpose) shall be deducted from any payment for said Goods due to be made by the Authority to the Supplier. Where payment has already been made, the Supplier shall refund the Authority in full for any losses as a result of defective Goods (or Goods that are not fit for purpose).
- 30.6 The Supplier warrants and represents that:
- (a) the Supplier has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform this Agreement and that

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- this Agreement is executed by a duly authorised representative of the Supplier;
- (b) the Supplier (and its sub-contractors) has and shall maintain during the Term all the Required Insurances;
 - (c) the Supplier shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to Good Industry Practice;
 - (d) the Supplier is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Agreement;
 - (e) the tender response of the Supplier was true and accurate and contained no misrepresentation or falsehood at the date it was submitted;
 - (f) it is properly constituted and incorporated under the laws of the country of its incorporation and has the corporate power to perform this Agreement;
 - (g) all action necessary on the part of the Supplier to authorise the execution of and the performance of its obligations under this Agreement has been taken;
 - (h) the obligations expressed to be assumed by the Supplier under this Agreement are legal, valid, binding and enforceable to the extent permitted by law;
 - (i) the execution, delivery and performance by it of this Agreement does not contravene any provision of:
 - any existing Laws either in force, or enacted but not yet in force and binding on the Supplier;
 - the memorandum and articles of association of the Supplier;
 - any order or decree of any court or arbitrator which is binding on the Supplier; or
 - any obligation which is binding upon the Supplier or upon any of its assets or revenues;
 - (j) no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Supplier, pending or threatened against it or any of its assets which will or might have a material adverse effect on the ability of the Supplier to perform its obligations under this Agreement;

- (k) it is not the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on the ability of the Supplier to perform its obligations under this Agreement;
- (l) no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Supplier, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues; and
- (m) it is not a person on whom a notice has been served under Articles 62(2) or 63(1) of the Fair Employment and Treatment (Northern Ireland) Order 1998 (as amended), such notice not having been subsequently cancelled and that no work shall be executed or goods or services supplied by an unqualified person in respect of this Agreement;

and the Authority relies upon such warranties and representations.

31. LIQUIDATED DAMAGES

31.1 If the Supplier fails to deliver the Goods by:

- (a) the Agreed Delivery Date, the Delivery Date or the Revised Delivery Date, the Supplier shall pay the Authority a sum by way of liquidated damages for each week or part thereof between the Agreed Delivery Date, the Delivery Date or the Revised Delivery Date and the date on which the Goods are actually delivered, equal to 4% of the value of the Order
- (b) the Delivery Time, the Supplier shall pay the Authority a sum by way of liquidated damages for each hour between the Delivery Time and the time on which the Goods are actually delivered, equal to £50 per hour until 17:00 hours each Working Day until a further date and timeframe can be agreed.

31.2 The Parties agree that the liquidated damages payments in clause 31.1(a) and (b) represent a genuine pre-estimate of the Authority's loss and are without prejudice to the Supplier's obligation to fulfil its obligations under this Agreement.

32. BREAK

32.1 The Authority shall have the right to terminate the Contract at any time, without liability or compensation, by giving one month's written notice to the Supplier.

33. TERMINATION ON CHANGE OF CONTROL, INSOLVENCY AND IN OTHER CIRCUMSTANCES

33.1 The Authority may terminate this Agreement by notice in writing with immediate effect and without liability or compensation where:

- (a) (subject to Clause 33.2) the Supplier undergoes a change of control, within the meaning of Section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of this Agreement; or

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- (b) the Required Insurances cease to be in place at any time during the Term;
 - (c) where it is discovered that the Supplier's tender response (in relation to the competition for this Agreement) was untrue or inaccurate or contained a misrepresentation or falsehood at the time it was submitted to the Authority;
 - (d) the Supplier is an individual or a firm and a petition is presented for the Supplier's bankruptcy, or a criminal bankruptcy order is made against the Supplier or any partner in the firm, or the Supplier or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or, if an administrator is appointed to manage the Supplier's or firm's affairs;
 - (e) the Supplier is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge;
 - (f) where the Supplier is unable to pay its debts within the meaning of section 103 of the Insolvency (Northern Ireland) Order 1989; or
 - (g) any event similar to those listed in sub-Clauses 33.1(e) to (g) above occurs under the law of any other jurisdiction; or
 - (h) the Supplier was, at the Contract Commencement Date, in one of the situations referred to in regulation 57(1) of the PC Regulations, including as a result of the application of regulation 57(2) of the PC Regulations, and should therefore have been excluded from the procurement procedure.
- 33.2 The Authority may only exercise its right under Clause 33.1(a) (Termination on Change of Control, Insolvency and in Other Circumstances) within six months after a change of control occurs and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs. The Supplier shall notify the Contract Manager immediately when any change of control occurs.
- 33.3 The Authority may, at any time, terminate this Agreement early on such notice as it considers appropriate in the event that:
- (a) this Agreement is subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of the PC Regulations;
 - (b) this Agreement should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaty on European Union and the Treaty on the Functioning of the European Union ("TFEU") and

Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU; or

- (c) a challenge to the award of this Agreement to the Supplier or to any aspect of the competition leading to award of this Agreement is or has been made by any person on the grounds of non-compliance with EU public procurement rules.
- 33.4 If the Authority exercises its right of termination pursuant to this clause it shall pay the Supplier for such Goods as are delivered up to the termination date in accordance with this Agreement. The Supplier shall not be entitled to any other payment or to any compensation (whether for loss of profit for Goods not delivered or for loss of opportunity or reputation or otherwise) or remedy whatsoever as a result or in respect of early termination of this Agreement in accordance with this clause.
- 33.5 In the event that this Agreement is declared "ineffective" pursuant to the PC Regulations, the Authority shall have no liability to the Supplier other than in respect of Goods delivered prior to the date on which such "ineffectiveness" order takes effect, which costs shall be assessed in accordance with the provisions of this Agreement. Under no circumstances shall the Supplier be entitled to any payment or compensation for loss of profit for Goods not delivered consequent on such declaration of ineffectiveness or for loss of opportunity or reputation or breach of statutory duty or otherwise or any other remedy whatsoever as a result or in respect of any such declaration of "ineffectiveness". The Authority and the Supplier expressly acknowledge and agree that it is intended that the provisions of this clause shall apply as a binding agreement between them which shall, to the extent permissible by law, survive and operate independently of this Agreement notwithstanding any declaration of ineffectiveness of this Agreement.

34. TERMINATION ON DEFAULT

- 34.1 Without prejudice to any other provision herein, the Authority may without liability terminate this Agreement, or terminate any part of this Agreement by written notice to the Supplier or the Supplier's Representative with immediate effect if the Supplier commits a Default and if:
- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 10 Working Days, or such longer period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - (b) the Default is not, in the opinion of the Authority, capable of remedy; or
 - (c) the Default is a material breach of this Agreement.
- 34.2 In the event that through any Default of the Supplier, data transmitted or processed in connection with this Agreement is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall provide a full credit in respect of any charge levied for its

transmission and shall reimburse the Authority for any costs charged in connection with such Default of the Supplier.

- 34.3 The Supplier may terminate this Agreement if the Authority is in material breach of its obligations to pay any undisputed charges and has not rectified this following the receipt of 60 Working Days' notice specifying the breach and requiring its remedy.

35. DISRUPTION

- 35.1 The Supplier shall take reasonable care to ensure that in the execution of this Agreement (including in the satisfaction and delivery of Orders) it does not disrupt the operations of the Authority, its employees or any other supplier employed by the Authority.
- 35.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under this Agreement (including under any Orders).
- 35.3 In the event of industrial action by the Staff or the Supplier's sub-contractors the Supplier shall seek the Authority's approval to its proposals for the continuance of the supply and delivery of the Goods in accordance with its obligations under this Agreement (including under any Orders).
- 35.4 If the Supplier's proposals referred to in Clause 35.3 (Disruption) are considered insufficient or unacceptable by the Authority, then this Agreement may be terminated by the Authority by notice in writing with immediate effect.

36. RECOVERY UPON TERMINATION

- 36.1 Termination or expiry of this Agreement shall be without prejudice to any rights and remedies of the Supplier and the Authority accrued before such termination or expiration and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.
- 36.4 The provisions of this Clause 36 (Recovery Upon Termination) shall survive the termination or expiry of this Agreement.

37. FORCE MAJEURE

- 37.1 For the purpose of this Clause 37 (Force Majeure), "**Force Majeure**" means any event or occurrence which is outside the reasonable control of the Party concerned, and which is not attributable to any act or failure to take preventative action by the Party concerned, including (but not limited to) governmental regulations, fire, flood, or any disaster. It does not include any industrial action occurring amongst the Supplier's Staff or any staff of any sub-contractor.
- 37.2 Neither Party shall be liable to the other Party for any delay in or failure to perform its obligations under this Agreement (other than a payment of money) if such delay or failure results from a Force Majeure event. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations

hereunder for the duration of such Force Majeure event. This Clause 37 (Force Majeure) only applies if:

- (a) the relevant Party could not have avoided the effect of the Force Majeure by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure and all relevant factors, it ought reasonably to have taken but did not take; and
- (b) the relevant Party has used reasonable endeavours to mitigate the effect of the Force Majeure and to carry out its obligations under this Agreement in any other way that is reasonably practicable.

37.3 Any failure or delay by the Supplier in performing its obligations under this Agreement (including under any Order) which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Supplier.

37.4 If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part as described in Clause 37.3 (Force Majeure) it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

37.5 If Force Majeure prevents either Party from performing all of its obligations under this Agreement for a period in excess of 1 month, either Party may terminate this Agreement by notice in writing with immediate effect.

37.6 Neither party shall have any liability to the other in respect of termination of this Agreement due to Force Majeure, but rights and liabilities which have accrued prior to termination shall subsist.

38. ASSIGNMENT, SUB-CONTRACTING ETC.

38.1 The Supplier shall not assign, novate, sub-contract or in any other way transfer or dispose of this Agreement or any part of it without prior Approval. Sub-contracting any part of this Agreement shall not relieve the Supplier of any obligation or duty attributable to the Supplier under this Agreement.

38.2 The Supplier shall be responsible for the acts and omissions of any of its sub-contractors responsible for the provision of Goods as though they are its own. Where the Supplier enters into a sub-contract with a sub-contractor for the purpose of performing this Agreement, it shall cause a term to be included in such a sub-contract which requires payment to be made of undisputed sums by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the sub-contract requirements.

38.3 Where the Authority has consented to the placing of sub-contracts, copies of each executed sub-contract shall be sent by the Supplier to the Authority within two Working Days of issue.

- 38.4 The Supplier shall not use the services of self-employed individuals without prior Approval.
- 38.5 The Authority shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof to any contracting authority, private sector body or any other body established under statute provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under this Agreement. The Authority shall be entitled to disclose to any such transferee any Confidential Information of the Supplier which relates to the performance of this Agreement by the Supplier. In such circumstances the Authority shall authorise such transferee to use such Confidential Information only for purposes relating to the performance of this Agreement and for no other purposes and shall take all reasonable steps to ensure that the transferee accepts an obligation of confidence.

39. WAIVER AND REMEDIES

- 39.1 No delay or omission by any Party to this Agreement in exercising any right, power or remedy provided by law or under this Agreement shall:
- (a) affect that right, power or remedy; or
 - (b) operate as a waiver of it.
- 39.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 43 (Notices).
- 39.3 A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Agreement.
- 39.4 Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

40. SEVERABILITY

- 40.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. The Parties shall agree in good faith an alternative provision that preserves the commercial intent of this Agreement.
- 40.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Parties shall immediately commence negotiations in good faith to remedy the invalidity and preserve the commercial intent of this Agreement.

41. ENTIRE AGREEMENT AND COUNTERPARTS

- 41.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. This Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Clause 41 (Entire Agreement and Counterparts) shall not exclude liability in respect of any fraudulent misrepresentation.
- 41.2 This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

42. NO PARTNERSHIP OR AGENCY

- 42.1 Nothing in this Agreement shall be construed as creating a partnership or a contract of employment between the Authority and the Supplier.
- 42.2 In carrying out its obligations under this Agreement, the Supplier shall be acting as principal and not as the agent of the Authority. Accordingly:
- (a) the Supplier shall not (and shall ensure that the Staff do not) say or do anything that might lead any other person to believe that the Supplier is acting as the agent of the Authority;
 - (b) the Supplier is not authorised to enter into any contract on behalf of the Authority or bind the Authority to the performance of any other obligation; and
 - (c) nothing in this Agreement shall impose any liability on the Authority in respect of any liability incurred by the Supplier to any other person but this shall not be taken to exclude or limit any liability of the Authority to the Supplier that may arise by virtue of a breach by the Authority of this Agreement.

43. NOTICES

- 43.1 Any notice or other communication under this Agreement shall only be effective if it is in writing and in English or accompanied by a properly prepared translation into English.
- 43.2 Except as otherwise expressly provided within this Agreement, no notice or other communication from one Party to the other shall have any validity under this Agreement unless made in writing by or on behalf of the Party concerned.
- 43.3 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 43.4 (Notices). Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two Working Days after the day on which the letter was posted, or four hours (during the hours of 9.00am to 5.00pm on a Working Day), in the case of electronic mail or facsimile transmission or sooner where the other Party

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acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

43.4 For the purposes of Clause 43.3 (Notices), the address of each Party shall be:

For the Authority:

Address: arc21, Belfast Castle, Antrim Road, Belfast, BT15 5GR

For the attention of: Ricky Burnett

Tel: 02890 726333

Fax: 02890 726332

E-mail: Ricky.Burnett@arc21.org.uk

For the Supplier:

Address:

For the attention of:

Tel:

Fax:

E-mail:

Either Party may change its address for service by serving a notice in accordance with this Clause 43 (Notices).

44. MISTAKES IN INFORMATION

44.1 The Supplier shall be responsible for the accuracy of all data, electronic information, drawings, documentation and other information in whatever form supplied to the Authority by the Supplier in connection with the supply and delivery of the Goods and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

45. CONFLICTS OF INTEREST

45.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any employee, servant, agent, supplier or sub-contractor is placed in a position where in the reasonable opinion of the Authority there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or such persons and the duties owed to the Authority under the provisions of this Agreement. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise and the steps the Supplier proposes to take in relation to such conflict.

45.2 The provisions of this Clause 45 (Conflicts of Interest) shall apply during the continuance of this Agreement and for a period of one year after its termination.

46 FRAUD

46.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any fraudulent activity by Staff, the Supplier (including its shareholders, members, directors) and/or any of the Supplier's suppliers or sub-contractors, in connection with the receipt of monies from the Authority. The Supplier shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

47 DISPUTE RESOLUTION

47.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within 20 Working Days of either Party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute to the Policy and Operations Director (or equivalent) of each Party.

47.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

47.3 If the dispute cannot be resolved by the Parties pursuant to Clause 47.1 (Dispute Resolution) the dispute shall be referred to mediation pursuant to the procedure set out in Clause 47.5 (Dispute Resolution) unless:

(a) the Authority considers that the dispute is not suitable for resolution by mediation; or

(b) the Supplier does not agree to mediation.

47.4 The performance of this Agreement (including performance of any Order) shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier (or employee, agent, supplier or sub-contractor) shall comply fully with the requirements of this Agreement at all times.

47.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

(a) a neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("**CEDR**") to appoint a Mediator.

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- (b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
 - (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
 - (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
 - (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both Parties.
 - (f) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out at Clause 46.6 (Dispute Resolution).
- 47.6 Subject to Clause 47.2 (Dispute Resolution), the Parties shall not institute court proceedings until the procedures set out in Clauses 47.3 and 47.5 (Dispute Resolution) have been completed save that:
- (a) the Authority may, at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause 47.7 (Dispute Resolution);
 - (b) if the Supplier intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause 47.7 (Dispute Resolution); and
 - (c) the Supplier may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with the provisions of Clause 47.7 (Dispute Resolution), to which the Authority may, in its discretion, consent as it sees fit.
- 47.7 In the event that any arbitration proceedings are commenced pursuant to Clause 47.6 (Dispute Resolution), the following provisions shall apply:
- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;

- (b) the Authority shall give a written notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
- that the dispute is referred to arbitration; and
 - providing details of the issues to be resolved;
- (c) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 47.7(b) (Dispute Resolution) shall be applied and are deemed to be incorporated by reference to this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (e) if the Parties fail to agree the appointment of the arbitrator within 10 (ten) days of the Arbitration Notice being issued by the Authority under Clause 47.7(b) (Dispute Resolution) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA; and
- (f) the arbitration proceedings shall take place in Belfast and in the English language and the arbitration proceedings shall be governed by, and interpretations made in accordance with the law of Northern Ireland.

48 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 48.1 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement.

49 GOVERNING LAW

- 49.1 This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland and, subject to Clause 47 (Dispute Resolution), the Courts of Northern Ireland shall have exclusive jurisdiction in relation to any matter arising under or in respect of this Agreement.

50 NO EXCLUSIVE RIGHT OF SUPPLY

- 50.1 Nothing contained in this Agreement shall be held to prevent or restrict in any way whatsoever the right of the Authority or the Member Councils to order any goods the same or similar to those within this Agreement from any other supplier or to manufacture or obtain such goods or materials itself. For example, but without limiting the generality of the above, Member Councils may on occasions require specific containers to match existing containers on a site or street furniture etc.

EXECUTED as an agreement this _____ day of _____ in the year 2017

SIGNED for and on behalf of [**NAME OF SUPPLIER**]:

Signature:

Name:

Position:

in the
presence of:

Witness:

Name:

Occupation:

Address:

SIGNED for and on behalf of **arc21**:

Signature:

Name:

Position:

in the
presence of:

Witness:

Name:

Occupation:

Address:

ANNEX 1: SPECIFICATIONS OF REQUIREMENTS

SPECIFICATION: HOME COMPOST UNITS AND KITCHEN CADDIES

(Lot 5 - 7 Litre Vented Kitchen Caddies

Lot 6 - 7 Litre Non-Vented Kitchen Caddies

Lot 7 - 20 - 25L Non-Vented Kitchen Caddies

Lot 8 - Home Compost Units with Kitchen Caddies)

1.0 QUALITY ASSURANCE

1.1 All compost units and kitchen caddies to be supplied must be manufactured by a system conforming to the requirements of BS EN ISO 9000 or equivalent.

2.0 COLOUR

2.1 The compost units and kitchen caddies required under this Agreement will include the colours - green, brown and black.

2.2 The colours of bins to be supplied will be as detailed on each Order.

3.0 OVERALL QUALITY

3.1 All compost units to be supplied must be manufactured from 100% high-density injection moulded polyethylene ultra violet radiation stabilized unless otherwise directed by the Contract Manager. All kitchen caddies to be supplied must be manufactured from 100% high-density injection moulded polyethylene or polypropylene ultra violet radiation stabilized unless otherwise directed by the Contract Manager.

3.2 The compost unit must be designed to withstand all weather conditions and be frost, rain and sun proof. There should therefore be no deterioration in the overall quality of the unit at temperatures within a range of -20°C to 40°C

3.3 The compost unit must be provided with a secure, removable lid over the top opening and a door/hatch at the base for easy removal of compost.

3.4 A kitchen caddy fitted with a lid and carrying handle must be supplied with each compost unit.

3.5 The kitchen caddy must be designed in such a way as to minimise potential odours.

3.6 Non-vented (solid) kitchen caddies must have a solid base, walls and lid. Vented caddies must be **fully** vented i.e. a caddy which is designed to facilitate air flow throughout the caddy encouraging moisture loss through the provision of aerated surfaces with perforation on more than 25% on all four sides, a vented lid and a

ribbed base. The Authority requires that “vented” caddies have vented bodies and vented lids.

3.7 Materials used in the manufacturing of the containers should be suitable for recycling by means of regranulation etc.

4.0 DIMENSIONS

4.1 The kitchen caddies must have a total capacity of 7 litres for holding organic kitchen waste. The larger outdoor caddies must have a total capacity of between 20 and 25 litres for holding organic kitchen waste.

5.0 DELIVERY

5.1 Delivery may be to one or more Specified Delivery Point(s) which will be specified on each Order. The arc21 geographical area covers the following; Antrim & Newtownabbey Borough Council, Ards and North Down Borough Council, Belfast City Council, Lisburn and Castlereagh City Council, Mid and East Antrim Borough Council and Newry, Mourne and Down District Council.

5.2 The compost units and kitchen caddies must be packaged and delivered in such a way to avoid damage during delivery. The containers must be stacked in order that there is the capability to offload one pallet at a time.

6.0 GUARANTEE / WARRANTY – MEANING OF NORMAL USE

6.1 ‘Normal Use’ for the containers is defined as follows;

<p>Compost Units: Home composting of organic kitchen waste.</p>
<p>Kitchen Caddies: Storage and carrying of up to 15kg of organic kitchen waste.</p>

SPECIFICATION: 55L KERBSIDE BOX & LID
(Lot 9 - 55 Litre Kerbside Boxes with Full Perimeter Rim
Lot 10 - 55 Litre Kerbside Boxes with Moulded Handles and Full Perimeter
Rim)

1.0 QUALITY ASSURANCE

1.1 All containers and lids to be supplied must be manufactured to BS EN ISO 9000 or equivalent

2.0 COLOUR

2.1 The containers and lids required under this contract will include the colours – black and red.

2.2 The colours of kerbside boxes and lids to be supplied will be as detailed on each Order.

3.0 OVERALL QUALITY

3.1 All containers and lids to be supplied must be manufactured from 100% high-density injection moulded polyethylene, ultra violet radiation stabilized unless otherwise directed by the Contract Manager.

3.2 The containers fitted with a full outer perimeter rim, must provide safe and easy means for lifting, handling and allow the container to be suspended from the side of the collection vehicle during sorting/collection. The containers also fitted with handles must allow for safe lifting and tipping and must include a rim to allow the box to securely hang onto the side of a collection vehicle.

3.3 The underside of the lifting rim must incorporate an appropriate moulded rebate to accommodate an electronic data chip device. Where electronic data chip devices are required, the containers must be delivered with the data chips already fitted.

3.4 Drain holes and raised drain points should be situated at the bottom of the box to prevent liquids accumulating.

3.5 The containers must be designed to withstand all weather conditions and be frost, rain and sun proof. There should therefore be no deterioration in the overall quality of the unit at temperatures within a range of -20°C to 40°C.

3.6 The container must be provided with a secure, removable lid preventing water ingress and materials within the container from being blown out.

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3.7 All containers must conform to the following test:

3.7.1 The drop test

The container is filled with 10 kg of material such as sand bags and dropped from a height of 1.2m onto a flat and smooth surface. No defective container shall be permitted out of 5 containers tested.

3.8 Materials used in the manufacturing of the containers must be suitable for recycling by means of regranulation etc.

4.0 INTERNAL BODY

4.1 The internal body of the container must be smooth and have no rough or abrasive surfaces, which might cause waste to be retained within the body. The corners should be moulded to facilitate emptying.

5.0 EXTERNAL BODY

5.1 The following information may be required to be clearly embossed on one face or lid of plastic containers, (all text / artwork will be single colour):

- a) Year of manufacture & unique serial number
- b) Council Logo & arc21 logo (each up to 300mm x 300mm)
- c) Name of Authority (up to 25 characters).

Any requirements in this regard will be included by the Authority in the Order.

6.0 DELIVERY

6.1 Delivery may be to one or more Specified Delivery Point(s) which will be specified on each Order. The arc21 geographical area covers the following; Antrim & Newtownabbey Borough Council, Ards and North Down Borough Council, Belfast City Council, Lisburn and Castlereagh City Council, Mid and East Antrim Borough Council and Newry, Mourne and Down District Council.

6.2 The containers must be packaged and delivered in such a way to avoid damage during delivery. The containers must be stacked in order that there is the capability to offload one pallet at a time.

7.0 GUARANTEE / WARRANTY – MEANING OF NORMAL USE

7.1 'Normal Use' for the containers is defined as follows:

<p>55L Kerbside Box and Lid– All Colours: Weekly kerbside collection of domestic dry recyclables.</p>
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SPECIFICATION: WHEELED REFUSE COLLECTION CONTAINERS

Lot 11 - 660 Litre Plastic Wheeled Refuse Collection Containers

2.0 QUALITY ASSURANCE

1.1 All containers to be supplied must conform to EN 840: 2012.

2. COLOUR

2.1 All containers required under Lot 11 will include the colours - blue, brown, green and grey.

2.2 The colours of bins to be supplied will be as detailed on each Order.

3. LIFTING GEAR COMPATABILITY

3.1 All containers must be capable of being securely held by the lifting device throughout the cycle of lifting, tilting and lowering in manual or automatic modes.

3.2 All containers must be capable of being lifted by all types of hydraulically operated lifting equipment regularly specified in the UK at the time of the tendering process and attached to the vehicle.

4. OVERALL QUALITY

4.1 All 660 litre euro bins to be supplied may be manufactured from 100% high-density injection moulded polyethylene, ultra violet radiation stabilized or the bins may be manufactured from steel, neatly ribbed and formed, bevelled, welded and hot-dip galvanized. The containers must be designed and manufactured to meet all weather conditions and be frost, rain, and sun proof. There should be no deterioration in the overall quality of the unit at temperatures within a range of -20°C to 40°C.

4.2 660L bins must be delivered pre-assembled unless agreed with the Contract Manager.

4.3 When four wheeled bins (660L) are requested to be delivered in stacks these must be no more than 4 high. Handles must be metal and fitted to each container. The wheels must be fitted to the container at the bottom of each stack only. Easy to fit wheels and lids must be accompanied with simple instructions and supplied

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with relevant fixings to enable the Member Councils to assemble the remainder of the bins themselves. Drain plugs are to be supplied separately with each delivery.

- 4.3 On all containers, any polyethylene weld must not be visible to the naked eye from a distance of 2 metres.
- 4.5 The four wheeled containers must have locks fitted with a key supplied for each bin.
- 4.4 All containers must have an upper rim on which the lid rests which must slope towards the outside edge to ensure that water does not accumulate under the lid when closed.
- 4.5 All containers must have the body manufactured with strutted lifting and a retaining bar round the front of the rim or by any other effective means to ensure that the container will not fall off the lifting device during the lifting and tilting operation.
- 4.6 On all containers, the lifting rim must be reinforced on the underside by lattice ribs. The supporting struts as well as the leading grooves to correspond to EN 840: 2004.
- 4.7 On all containers, the underside of the lifting rim must incorporate an appropriate moulded rebate to accommodate an electronic data chip device.
- 4.8 All containers provided must be of the highest quality and conform to all tests as specified in EN 840: 2004.
- 4.9 Materials used in the manufacturing of the containers should be suitable for recycling by means of regranulation etc.

5 INTERNAL BODY

- 5.1 The internal body of all containers must be smooth and have no rough or abrasive surfaces, which might cause waste to be retained within the body. The corners should be moulded to facilitate cleaning.

6 CONTAINER LID

- 6.1 The lid of each container must be hinged and close fitting with either bow type or lip type handles of an ergonomic design and may have (as detailed in each order) moulded into the outside face of the lid the following: -
 - a) The wording "No Hot Ashes"
 - b) The wording "Dry Recycling Bin"
 - c) The wording "Organics Bin"
 - d) The wording "Residual Bin"
 - e) The wording "Recycling Only"
 - f) Unique sequential serial number

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- g) Year of manufacture
- h) Name of Authority (up to 25 characters)
- i) Council and/or arc21 logo

7 WHEELS/AXLES

- 7.1 660 litre wheeled refuse containers must have safety wheels swivelling through 360 degrees and made of solid rubber, at the front lockable in the direction of movement. Wheel diameter shall be approximately 200mm. 660 litre containers to be delivered with axles and wheels attached (unless the Contract Manager requests that delivery is in stacks which must be delivered in accordance with paragraph 4.3 of this specification).

8. DELIVERY

- 8.1 Delivery may be to one or more Specified Delivery Point(s) which will be specified on each Order. The arc21 geographical area covers the following; Antrim & Newtownabbey Borough Council, Ards and North Down Borough Council, Belfast City Council, Lisburn and Castlereagh City Council, Mid and East Antrim Borough Council and Newry, Mourne and Down District Council.
- 8.2 The containers must be packaged and delivered in accordance with the provisions of Paragraph 4 of this Specification and in such a way to avoid damage during delivery. The containers must be stacked in order that there is the capability to offload one pallet at a time.

9. GUARANTEE / WARRANTY – MEANING OF NORMAL USE

- 9.1 'Normal Use' for the containers is defined as follows;

660 litre Wheeled Bins

Weekly kerbside collection of communal domestic or light commercial mixed residual refuse.

SPECIFICATION: WHEELED REFUSE COLLECTION CONTAINERS

Lot 12 - 660 Litre Metal Wheeled Refuse Collection Containers
Lot 14 - 1100 Litre Metal Wheeled Refuse Collection Containers

1.0 QUALITY ASSURANCE

1.1 All containers to be supplied must conform to EN 840: 2012.

5. COLOUR

5.1 All containers required under Lots, 12, and 14 will include the colours - blue, brown, green and grey.

5.2 The colours of bins to be supplied will be as detailed on each Order.

6. LIFTING GEAR COMPATABILITY

6.1 All containers must be capable of being securely held by the lifting device throughout the cycle of lifting, tilting and lowering in manual or automatic modes.

6.2 All containers must be capable of being lifted by all types of hydraulically operated lifting equipment regularly specified in the UK at the time of the tendering process and attached to the vehicle.

7. OVERALL QUALITY

7.1 All 660 / 1100 litre euro bins to be supplied may be manufactured from 100% high-density injection moulded polyethylene, ultra violet radiation stabilized or the bins may be manufactured from steel, neatly ribbed and formed, bevelled, welded and hot-dip galvanized. The containers should be designed and manufactured to meet all weather conditions and be frost, rain, and sun proof. There should be no deterioration in the overall quality of the unit at temperatures within a range of - 20°C to 40°C.

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- 7.2 660L and 1100L bins may be requested to be delivered pre-assembled by the Contract Manager.
- 7.3 All other bins within the stack must have 2 wheels and 1 axle situated inside each bin accompanied with simple instructions and relevant fixings e.g. spring-loaded locking pins for fitting.
- 7.4 When four wheeled bins (660/1100L) are requested to be delivered in stacks these must be no more than 4 high. Handles must be metal and fitted to each container. The wheels must be fitted to the container at the bottom of each stack only. Easy to fit wheels and lids must be accompanied with simple instructions and supplied with relevant fixings to enable the Member Councils to assemble the remainder of the bins themselves. Drain plugs are to be supplied separately with each delivery.
- 7.5 On all containers, any polyethylene weld must not be visible to the naked eye from a distance of 2 metres.
- 7.6 The two wheeled containers must be provided with suitable handles for wheeling the container. The handles to be so designed as to allow the fixing of a lid with plastic rivets to the body unit. The container must be provided with a minimum 2 point hinged lid with secure hinge pins.
- 7.7 The four wheeled containers must have locks fitted with a key supplied for each bin.
- 7.8 All containers must have an upper rim on which the lid rests which must slope towards the outside edge to ensure that water does not accumulate under the lid when closed.
- 7.9 All containers must have the body manufactured with strutted lifting and a retaining bar round the front of the rim or by any other effective means to ensure that the container will not fall off the lifting device during the lifting and tilting operation.
- 7.10 On all containers, the lifting rim must be reinforced on the underside by lattice ribs. The supporting struts as well as the leading grooves to correspond to EN 840: 2004.
- 7.11 On all containers, the underside of the lifting rim must incorporate an appropriate moulded rebate to accommodate an electronic data chip device.
- 7.12 All containers provided should be of the highest quality and conform to all tests as specified in EN 840: 2004.
- 7.13 Materials used in the manufacturing of the containers should be suitable for recycling by means of regranulation etc.

8. INTERNAL BODY

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- 8.1 The internal body of all containers must be smooth and have no rough or abrasive surfaces, which might cause waste to be retained within the body. The corners should be moulded to facilitate cleaning.

9. CONTAINER LID

- 9.1 The lid of each container must be hinged and close fitting with either bow type or lip type handles of an ergonomic design and may have (as detailed in each order) moulded into the outside face of the lid the following: -

- j) The wording "No Hot Ashes"
- k) The wording "Dry Recycling Bin"
- l) The wording "Organics Bin"
- m) The wording "Residual Bin"
- n) The wording "Recycling Only"
- o) Unique sequential serial number
- p) Year of manufacture
- q) Name of Authority (up to 25 characters)
- r) Council and/or arc21 logo

10. WHEELS/AXLES

- 10.1 660 / 1100 litre wheeled refuse containers must have safety wheels swivelling through 360 degrees and made of solid rubber, at the front lockable in the direction of movement. Wheel diameter shall be approximately 200mm. 660 / 1100 litre containers to be delivered with axles and wheels attached (unless the Contract Manager requests that delivery is in stacks which must be delivered in accordance with paragraph 4.5 of this specification).

11. DELIVERY

- 11.1 Delivery may be to one or more Specified Delivery Point(s) which will be specified on each Order. The arc21 geographical area covers the following; Antrim & Newtownabbey Borough Council, Ards and North Down Borough Council, Belfast City Council, Lisburn and Castlereagh City Council, Mid and East Antrim Borough Council and Newry, Mourne and Down District Council.

- 11.2 The containers must be packaged and delivered in accordance with the provisions of Paragraph 4 of this Specification and in such a way to avoid damage during delivery. The containers must be stacked in order that there is the capability to offload one pallet at a time.

12. GUARANTEE / WARRANTY – MEANING OF NORMAL USE

- 12.1 'Normal Use' for the containers is defined as follows;

660 / 1100 litre Wheeled Bins

Weekly kerbside collection of communal domestic or light commercial mixed residual refuse.

Lot 15 - 44 Litre Kerbside Boxes with Moulded Handles and Full Perimeter Rim and lids for a kerbside glass collection:

1.0 QUALITY ASSURANCE

1.1 All containers and lids to be supplied must be manufactured to BS EN ISO 9000 or equivalent and suitable for containing glass bottles and jars safely.

2. COLOUR

2.1 All Colours to be supplied including purple. At present the colour of the containers required for one of the Councils under this contract is purple, the cover must be plastic black lids to fit the container offered. Optional Cover – “Shower” cap to fit the container to be also offered.

2.2 All the colours of kerbside boxes and lids to be supplied must be UV resistant with 5 year colour stability. The colours of kerbside boxes and lids to be supplied will be as detailed on each Order.

3. OVERALL QUALITY

3.9 All containers and lids to be supplied must be manufactured from 100% high-density injection moulded polyethylene, ultra violet radiation stabilized unless otherwise directed by the Contract Manager.

3.10 The containers fitted with a full outer perimeter rim, must provide safe and easy means for lifting, handling and allow the container to be suspended from the side of the collection vehicle during sorting/collection. The containers also fitted with handles must allow for safe lifting and tipping and must include a rim to allow the box to securely hang onto the side of a collection vehicle.

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- 3.11 The underside of the lifting rim must incorporate an appropriate moulded rebate to accommodate an electronic data chip device. Where electronic data chip devices are required, the containers must be delivered with the data chips already fitted.
- 3.12 Drain holes and raised drain points should be situated at the bottom of the box to prevent liquids accumulating.
- 3.13 The containers must be designed to withstand all weather conditions and be frost, rain and sun proof. There should therefore be no deterioration in the overall quality of the unit at temperatures within a range of -20°C to 40°C.
- 3.14 The container must be provided with a secure, removable lid preventing water ingress and materials within the container from being blown out.
- 3.15 All containers must conform to the following test:
- The drop test
- The container is filled with 10 kg of material such as sand bags and a height of 1.2m onto a flat and smooth surface. No defective container shall be permitted out of 5 containers tested.
- 3.16 Materials used in the manufacturing of the containers should be suitable for recycling by means of regranulation etc.

4. INTERNAL BODY

- 4.1 The internal body of the container must be smooth and have no rough or abrasive surfaces, which might cause waste to be retained within the body. The corners should be moulded to facilitate emptying.

5.0 EXTERNAL BODY

- 5.1 The following information may be required to be clearly embossed on one face or lid of plastic containers, (all text / artwork will be single colour):
- a) Year of manufacture & unique serial number
 - b) Council Logo & arc21 logo (each up to 300mm x 300mm)
 - c) Name of Authority (up to 25 characters).
 - d) Option for 100mm Diameter Laser printed Belfast City Council logo on two sides in white with 'Glass Only' text and symbol

Any requirements in this regard will be included by the Authority in the Order.

6. DELIVERY

- 6.1 Deliveries must take place before midday, Monday to Friday.

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Schedule 4: Form of Contract

- 6.2 The Authority will require a minimum of three working days' notice in advance of delivery from receipt of official order to ensure appropriate lifting equipment for offloading the boxes i.e. fork lift etc. and storage is available.
- 6.3 Deliveries may be to one or more Specified Delivery Point(s) which will be specified on each Order. The arc21 geographical area covers the following; Antrim & Newtownabbey Borough Council, Ards and North Down Borough Council, Belfast City Council Lisburn and Castlereagh City Council, Mid and East Antrim Borough Council and Newry, Mourne and Down District Council.
- 6.4 The containers must be packaged and delivered in such a way to avoid damage during delivery. The containers must be stacked in order that there is the capability to offload one pallet at a time.
- 6.5 Deliveries must be in complete and not part loads.
- 6.6 The Contractor will be required to state delivery time from receipt of order. All containers must be delivered a maximum of six weeks from receipt of order. Earlier delivery dates are preferable.

7. GUARANTEE / WARRANTY – MEANING OF NORMAL USE

- 7.2 'Normal Use' for the containers is defined as follows:

44L Kerbside Box and Lid– All Colours to be offered including Purple

Weekly kerbside collection for a kerbside glass collection:

SPECIFICATION: BOTTLE BANKS (Lot 16)

1.0 QUALITY ASSURANCE

1.1 All containers to be supplied must be manufactured to BS EN ISO 9000 or equivalent.

2.0 COLOUR

2.1 The containers required under this contract will include the colours – white, brown, green, blue and yellow.

2.2 The colours of bottle banks to be supplied will be as detailed on each Order.

3.0 LIFTING GEAR COMPATABILITY

3.1 All containers must be capable of being securely held by the lifting device throughout the cycle of lifting, discharging and lowering.

3.2 The containers must be capable of being lifted by all types of lorry mounted hydraulically operated 2-hook lifting crane equipment regularly specified in the UK at the time of the tendering process. Containers should be compatible with Kinshofer crane attachment or similar.

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4.0 OVERALL QUALITY

- 4.1 Containers for glass must be manufactured from rotationally moulded polyethylene, ultra violet radiation stabilized unless otherwise directed by the Contract Manager.
- 4.2 All metal components must be heavy-duty and fully galvanised. All lifting mechanisms shall be weight tested and stamped. Banks shall be of the twin hook type and shall have a nominal capacity of approximately 2.5m³ or 1 tonne.
- 4.3 Banks manufactured from plastic will have a nominal wall thickness of at least 7mm and a minimum un-laden weight of at least 100kg.
- 4.4 Under lifting and unloading the base of the plastic banks should remain stable and not be allowed to flex.
- 4.5 Banks shall be shaped to enable them to be placed adjacent to each other and to enable easy emptying.
- 4.6 Banks shall be bottom emptying with double doors and shall have at least one input aperture of approximately 150mm diameter.
- 4.7 The Banks should have one chamber only for collecting the glass.
- 4.8 All Banks must conform to the following test:
- 4.9.1 The drop test
- A Bank is filled with 750Kg of a material such as sand bags and dropped from a height of 3m onto a flat and smooth surface. No defective Bank shall be permitted out of 3 banks tested.
- 4.9 Materials used in the manufacturing of the containers should be suitable for recycling by means of regranulation etc.

5.0 INTERNAL BODY

- 5.1 The internal body of the container must be smooth and have no rough or abrasive surfaces, which might cause waste to be retained within the body. The corners should be moulded to facilitate emptying.

6.0 EXTERNAL BODY

- 6.1 The following information must be embossed on one face of plastic banks:
- a) Year of manufacture & unique serial number.

- 6.2 The containers may also be embossed with the following information
- a) The wording “MIXED COLOURED GLASS ONLY” (or ‘brown’, ‘green’, ‘clear’, etc as appropriate);
 - b) Council Logo & arc21 logo (each up to 300mm x 300mm);
 - c) Name of Authority (up to 25 characters).

Any requirements in this regard will be included by the Authority in the Order.

7.0 DELIVERY

- 7.1 Delivery may be to one or more Specified Delivery Point(s) which will be specified on each Order. The arc21 geographical area covers the following; Antrim & Newtownabbey Borough Council, Ards and North Down Borough Council, Belfast City Council, Lisburn and Castlereagh City Council, Mid and East Antrim Borough Council and Newry, Mourne and Down District Council.
- 7.2 Goods must be packaged and delivered in such a way to avoid damage during delivery. The containers must be stacked in order that there is the capability to offload one pallet at a time.
- 7.3 All Bottle Banks must be delivered pre-assembled when ordered and delivered individually.
- 7.4 When Bottle Banks are requested to be delivered in stacks, the stacks must not be stacked anymore more than 5 high with the base fitted to the container at the bottom of each stack only. Easy to fit bases accompanied with simple instructions and relevant fixings must be supplied to enable the Member Councils to assemble the remainder of the Bottle Banks themselves. Unless advised otherwise, banks must be delivered in stacks.

8.0 GUARANTEE / WARRANTY – MEANING OF NORMAL USE

- 8.1 ‘Normal Use’ for the containers is defined as follows:

2500 litre (Plastic) Bottle Banks – All Colours:

Deposition of glass for recycling and collection by the Authority at Civic Amenity and Bring Recycling Sites.

SPECIFICATION: COMPOSTABLE KITCHEN CADDY LINERS (LOT 17)

1.0 QUALITY ASSURANCE

- 1.1** Unless otherwise provided for, all liners to be supplied shall conform to EN 13432: 2000 and BS EN 13592: 2003 standard and copies of the certificates must be included with the tender submission. Failure to produce such a certificate will result in the tender submission being null and void.
- 1.2** A copy of the certificate indicating that the company operates an accredited quality management system complying with BS EN ISO 9000 or equivalent, and / or a copy of the company's quality policy should be included with the tender. If the Tenderer is an agent for the manufacturer, a copy of the manufacturer's accreditation certificates and / or a copy of the quality policy and procedures should be provided as well as any for the Tenderer's company.

- 1.3** A copy of an Environmental Management System accreditation certification complying with BS EN ISO 14001 or equivalent, and / or a copy of the company's environmental policy and procedures should be included with the tender. If the Tenderer is an agent for the manufacturer, a copy of the manufacturer's accreditation certificates and / or a copy of the environmental policy and procedures should be provided as well as any for the Tenderer's company.
- 1.4** A sample roll of liners must be provided by the supplier free of charge on a non-returnable basis prior to close of tender. The sample must be sent separately to;

Ann Goldthorpe

Acting Procurement and Contracts Manager

arc21

Belfast Castle

2nd Floor

Antrim Road

BELFAST

BT15 5GR

Northern Ireland

- 1.5** The Authority reserves the right to test samples and any products supplied throughout the duration of the contract to satisfy itself that the items provided by the supplier meet the requirements of the tender. As a result of the testing of samples, failure to meet any requirement pertaining to thickness, the drop test or resistance to leakage will be considered to be a material breach of the contract.

2.0 COLOUR AND DESIGN

- 2.1** The compost liners required under this contract are to be pastel green. Tenderers are asked to provide details of their liners noting any that minimise environmental impact as a result of the quantity and type of dyes used, and also noting any features that aid identification by collection crews and the general public.
- 2.2** Unless otherwise agreed liners will be printed on at least one side of each individual liner within a minimum area of 165mm x 165mm and to scale.

The printing shall be registered, or continuous random repeating with at least one complete and legible impression per liner, print details as be as below or as otherwise varied by the Authority and agreed with the supplier. In addition, the manufacturer's certification logo will be printed together with other markings to aid batch traceability, such markings shall be discreet and may include date of manufacture batch number, or other mark, and may be printed on the reverse side, used for identification and traceability purposes only. The text must be clear and legible. . There should be no other markings present on the liners. All text must be included in the Tenderer's rates and prices as entered in Schedule 2.

Food Waste Recycling Liner

This bag is for FOOD WASTE ONLY

NO WRAPPERS or PACKAGING of any kind please.

Please only use these compostable liners to line your kitchen caddy and tie the top of your liner in a knot before putting it into your outside organic waste bin. Do not use any other type of liner to line your caddy.

Do not put liquids in this liner. Allow hot materials to cool before putting them in this liner, for example, hot tea bags.

To get more liners please read the instructions on the information leaflets supplied with your caddy or contact your Council's recycling team.

This liner will break down in a composting process. It is 100% biodegradable and compostable. Store these liners in dry conditions away from direct sunlight and below 35°C.

Danger of suffocation - keep away from children and babies.

NOT FOR RESALE

3.0 OVERALL QUALITY

3.1 All liners shall be manufactured to a thickness of 18 microns +/- 2microns.

3.2 All liners must conform to the following tests:

3.2.1 The Thickness Test

The thickness of the liners supplied shall be as per 3.1 above. The average spot thickness of any order or part thereof shall be not less than 16 microns when tested in accordance with ESN 13592:2003, method 9.1.4.

3.2.2 The Drop Test

Prepare a test load consisting of 3kg of polyethylene pellets loosely contained within a cloth bag, size 50x75cm, secured with a string tie 150mm from the open end.

Fill the liner with the test bag, then gently remove air from the liner before closing and securing the neck with the string tie immediately above the contents.

Drop each liner once on its bottom from a height of 1.2m onto a smooth flat surface.

Inspect the liner for tears or ruptures before removing the test bag from the liner.

Determine whether or not any tear, hole or split, allow the passage of a 38mm ball, failure being recorded when the ball passes through any hole, tear, or split. Failure shall also be recorded if more than one tear, hole or split of any size is found in the liner.

No defective liner shall be permitted out of 30 liners tested.

3.2.3 Resistance to Leakage

The liner is filled with 3Kg of a 50/50 water/sawdust mix. Suspend the liner by the top. Monitor the liner for 5 minutes for any evidence of a leak.

Count the number of drops, n , if any, escaping from the liner in one minute.

If n is less than or equal to 20, the liner conforms to the test.

- 3.3 All liners supplied must be manufactured by the successful Tenderer (or by the stated manufacturer where the Tenderer is an agent) and not bought on the spot market.
- 3.4 Rolls of liners must be manufactured in such a way that each individual liner can be separated from other liners on the roll without causing damage to either the liner being detached or the remaining liners on the roll. Once detached, each liner must be open at one end and sealed at the other so that waste can be placed into, stored and carried in the liner without the liner tearing or leaking.
- 3.5 The liners must be manufactured in such a way so that there is no detectable taint or odour from the finished product, either from the bio material used in the manufacture or any degradation during the manufacturing process. Further, if the Tenderer makes use of internal recycling processes such recycling must be carried out to ensure that the performance of the bag is maintained without any reduction in the material properties.
- 3.6 The liners provided should be of the highest quality and conform to standards as regards:
 - i) **Characterization**

- ii) **Biodegradability**
- iii) **Disintegration**
- iv) **Compostability**
- v) **Recognisability**

3.7 Details of all of the above are given within the EN 13432: 2000 standard.

3.8 The Tenderer shall provide the following information;

- i) The manufacturer's name and site of production
- ii) Where applicable, the grade of compostable plastic used to produce the liners
- iii) the density of material used
- iv) the nominal weight of 500 liners supplied, excluding all packaging
- v) the minimum weight of 500 liners (allowing for specified tolerances) excluding all packaging

4.0 DIMENSIONS

4.1 Liners must fit comfortably and securely into standard 7 litre kitchen caddies. Procurement for supply of kitchen caddies have been and will be subject to separate tender exercises and so details of the dimensions of the caddies to be purchased are therefore subject to change other than to say the capacity will be 7 litres.

4.2 The dimensions of the liners should be such that they utilise the total internal capacity of the kitchen caddies with an overlap for securing the liner in place over the opening of the caddies.

4.3 Liners must have a capacity of 10 litres.

4.4 The sample liners provided will be tested for suitability, i.e. whether they fit the kitchen caddies in use and those being purchased on an ongoing basis.

If the liners provided do not fit the kitchen caddies in question, the contractor must vary the dimensions (not necessarily the total capacity) to meet the requirements of the Authority without any additional cost.

4.5 The minimum dimensions of the Kitchen Caddy and the number of liners in a roll shall be as follows:

i) Size A – 400mm x 370mm with 30 liners per roll

ii) Size B – 400mm x 470mm with 50 liners per roll

5.0 DELIVERY

5.1 Delivery may be to one or more specified delivery point(s) specified in each order which will be specified on each order. The arc21 area covers geographical area of Antrim and Newtownabbey Borough Council, Ards and North Down Borough Council, Belfast City Council, Lisburn & Castlereagh City Council, Mid and East Antrim Borough Council and Newry, Mourne and Down District Council.

5.2 .

5.3 Suppliers shall not deliver more than one load at a time unless instructed to do so by the Authorised Officer of arc21. Notification of delivery must be made in accordance with Clause 9 of the Terms and Conditions of Contract for the Supply of Goods or Materials.

5.4 Liners must be delivered in such a way as to prevent degradation.

5.5 The liners must be in rolls of 30 or 50 liners as specified and secured by a paper band. The rolls must be packed into cardboard boxes with a use-by-date and the name of the Council the box is destined for printed onto each box. The boxes should be delivered on pallets and adequately packaged so as to prevent damage to the goods during shipping, unloading and storage. All packaging must be included in the Tenderer's rates and prices as entered in Schedule 2.

5.6 Delivery charge is to be included in the rates entered in Schedule 2, and will cover delivery of a full load and delivery of a half load. Load size is to be

determined by the supplier and entered on the schedule of rates along with the number of rolls in a box, boxes on a pallet and pallets in a full load.

6.0 GUARANTEE / WARRANTY

6.1 The supplier shall warrant to arc21 that the goods supplied shall be free from defects and fit for purpose in Normal Use, as defined below, for a period not less than 12 months from the date of delivery ('the Warranty Period'). The supplier will specify the storage conditions required to meet the Warranty Period which the Authority will adhere to. The supplier shall undertake to replace all defective liners within a one (1) month period all such materials within the warranty period at its own cost. Any losses to arc21 or its member councils as a result of defective goods shall be deducted from any payment for said goods. Where payment has already been made, the supplier shall refund the Authority in full for any losses as a result of defective goods.

6.2 'Normal Use' for the liners is defined as follows;

"Containment, protection, handling, delivery and presentation of all household food waste to be composted in an in vessel composting facility."

7.0 GENERAL

7.1 Full details (including drawings / brochures etc) of the liners including the material specification data sheet together with the environmental product life cycle and details of any additional operational features, should accompany the Tender.

8.0 CONTRACT DURATION

8.1 The contract shall be for one year from the date of award with the possibility of extension of up to one year, in one month increments by mutual agreement.

9.0 QUANTITIES

9.1 The estimated quantities of liners required under this contract are given in Schedule 4.

- 9.2 Liners will be purchased on a call off basis as required by arc21 over the contract period.
- 9.3 Liners may be required throughout the contract year to service new dwellings etc. and to facilitate the introduction of new recycling schemes which depend on availability of appropriate treatment facilities. These issues are largely outside the control of arc21 and accordingly no guarantee of the actual quantities to be purchased over the duration of the contract can be given.
- 9.4 Estimated quantities are indicative only and no claims whatsoever will be entertained on the basis of increased or decreased quantities.

10.0 DELIVERY TIME

- 10.1 Suppliers must be capable of delivering the liners in accordance with Clause 9 of the Terms and Conditions of Contract for the Supply of Goods or Materials. If goods are not delivered within the date and time specified Clause 26 of the Terms and Conditions of Contract may apply. If the quantities exceed those stated in the schedule, containers must be delivered to a schedule agreed with the Authority's Officer.

11.0 PRICING

- 11.1 The Tenderer must complete and return the Pricing Schedule with the tender.
- 11.2 Delivery charge is to be included in the rates entered in Schedule 2, and will cover delivery of a full load and delivery of a half load. Load size is to be determined by the supplier and entered on the schedule of rates along with the number of rolls in a box, boxes on a pallet and pallets in a full load.
- 11.3 Tenderers must enter prices in £ sterling. Prices must be exclusive of VAT.
- 11.4 Tenderers must complete Pricing Schedule 2. Pricing Schedule 2 will be applicable to all orders placed within 12 months (365 days) of the award of the contract.

12.0 METHOD OF PAYMENT

Payment by the Authority will be made to the Supplier using the Bank Automated Clearing System. All invoices must be accompanied by a copy of the signed delivery note

SUPPLIERS PROPOSAL

*[DN: Copy of relevant completed Tables of ITT Schedule 1 (Tender Requirements),
Schedule 5 Pricing Schedule and Rates as submitted by successful Tenderer) relevant to
the Lots awarded to be inserted]*

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