

FREEDOM OF INFORMATION REQUEST RECEIVED 29 02 2019

That Port St Mary Commissioners release all information held in any form relating to the procurement and appointment of Middle Park Recycling Ltd as kerbside recycling contractors and their subsequent cessation of the contract.

REPLY

The final decision, after review, is that Port St Mary upholds the reasons for refusal of some of the information requested. However, they accept that there is a public interest case in releasing some of the information. Therefore the following document is released.

Tender document for the contract. Please be aware that signatures have been redacted from this document to prevent any form of fraud and/or identity theft. This is being applied under Section 25 (absolutely exempt personal information) of the Freedom of Information Act 2015.

Public minutes and previous public Board Agendas are available online on our website www.portstmary.gov.im

Port St. Mary Commissioners
Town Hall, Port St. Mary, Isle of Man. IM9 5DA
Tel: (01624) 832101

www.portstmary.gov.im

Email: a.hamilton@portstmary.gov.im



Isle of Man

27th June 2017

Dear Sir,

TENDER DOCUMENTATION: KERBSIDE RECYCLING CONTRACT 2017

Thank you for your expression of interest in tendering for the above contract. Details are enclosed concerning tendering for the removal of kerbside recyclates from Port St Mary.

Specification for Recycling Contract from 1st October 2017.

1. To uplift and resell all recyclates offered through a kerbside recycling scheme by the ratepayers of Port St Mary on a fortnightly basis each second Thursday commencing 12th October 2017.

In 2016/17 the village collected the following amounts of waste:

Waste Type	Tonnage/ annum
Paper	42.5
Plastic Bottles	6.3
Glass Bottles	42.0
Cans	6.4

This level has been stable for the last two years, but may rise due to education programmes currently planned. The Board are willing to consider an increase in the contracted rate only if and when there has been a 20% increase in fortnightly tonnage (when compared with the average tonnage for the same point the preceding year) sustained over a 3 month period.

Contractors are requested to price for the undertaking of the round on one or both of the following bases:

1. Provision of vehicle and driver only:
2. Provision of a fully manned service:

The contractor must commence at 08 00 and is expected to complete the collection by the end of the day.

At all times transported waste must go directly to a waste transfer or recycling facility arriving within 1 hour of leaving the village.

In the event of driver sickness or vehicle breakdown, the tenderer must provide alternative driver/vehicle as necessary.

A current Health & Safety Policy must be in place along with up to date Risk Assessments for the transportation of waste from the village to the waste facility.

Thank you for showing an interest in contracting for this service. A visit to the village is strongly recommended to discuss the details and an appointment may be made by contacting the Clerk, Alastair Hamilton whose details are below.

Yours faithfully



Alastair Hamilton
Clerk

SUBMISSION OF TENDERS

Completed tenders **must** be submitted on letter-headed paper and must be signed and sent or delivered in plain sealed envelopes marked:
"Tender-Kerbside Recycling. 2017"

to arrive at

**The Chairman
Port St Mary Town Commissioners,
Port St Mary Town Hall,
The Promenade,
Port St Mary
IM9 5DA**

no later than noon on Friday 14th July 2017.

On arrival all tenders will be opened in accordance with Government Procurement Regulations.

Proof of posting will not be accepted as proof of delivery.

1. Tenders must be given in £ sterling per annum and must not include VAT.
2. Tender price must be expressed as a fixed sum for one year, to be paid in four equal quarterly installments in arrears. The tender price must cover the cost of collection and transportation to a waste transfer facility. The Contractor must separately account for the value of recyclates sold, remitting sums back to the Board.
3. The tender must be valid for 3 years starting 1st October 2017, with an option to extend the contract for 2 extra years making a total of 5 years.
4. The Board may terminate this contract by giving 90 days notice in writing
5. The completed tender must state that the terms of the form of Contract are accepted in full and a copy of the Form of Contract must be enclosed with the tender.
6. The Board does not bind itself to accept the lowest or any tender.

Port St Mary Commissioners Kerbside Recycling Contract 2014/2017

FORM OF CONTRACT

This contract is made between the Port St Mary Village Commissioners "the Board" and (*the successful contractor name and address*)

"the Contractor"

Definitions

"the Board " is the Board of Port St Mary Commissioners as duly constituted.

"the Contractor" is the person appointed under this contract and where the context so admits shall include his executors and administrators *or in the case of a company its successor*

The Board shall ensure compliance to the current Health and Safety Regulations regarding its employees and shall oversee Health and Safety practice of the Contractor. The Contractor remains responsible for his own Health and Safety.

Throughout this contract words in the singular shall include the plural and in the masculine shall include the feminine.

- 1.1 This contract will operate for the period Monday 2nd October 2017 – Friday 2nd October 2020 with an **option** to extend it for **two years** by mutual agreement between the Board and Contractor
- 1.2 This contract is conditional on the Contractor completing a satisfactory Financial Regulations Declaration Certificate in the form hereto annexed.
- 1.3 This contract is **not** assignable.
- 1.4 The services to be provided by the Contractor are:
 - 1.4.1 the uplift of recyclates left at the kerbside by Port St Mary residents.
 - 1.4.2 The bulking up and resale of these materials.
- 1.5 All vehicles must be purpose built for collection of recyclates and all transportation of materials must be covered.
- 1.6 The Contractor must meet all current Health and Safety standards when picking up materials. The Contractor must carry out a thorough Health and Safety risk assessment prior to the start of this contract and supply the Board with copies.
- 1.7 The Contractor shall comply with the instructions of the Clerk/ Foreman in the placing of the operation of this contract.
- 1.8 Invoices in respect of services supplied under the terms of this contract shall be forwarded to "The Clerk," Port St Mary Commissioners, Port St Mary Town Hall, The Promenade, Port St Mary IM9 5DA or as advised, at the end of each quarter of the contract and will be paid on receipt of an invoice via BACS.
- 1.9 Whereas the Board will endeavour to ensure the supervision and safety no liability will be accepted by the Board for any damage to the Contractors vehicles or skips howsoever caused.

- 2.0 If the Contractor fails to comply with any of the terms of this contract the Board may immediately terminate the contract without prejudice to any course of action in relation to the contract prior to its termination.
- 2.1 If the Contractor or the Board wish to terminate the contract for whatsoever reasons, then this must be done in writing giving at least 90 days notice in writing by either party.
- 2.2 The Contractor will produce a current copy of the Companies Employers and Public liability insurance certificates
- 2.3 **GOVERNING LAW:** This agreement is governed by the Laws in the Isle of Man.

EXECUTED on behalf of the Board in the presence of:-

Witness: ;

Sign :
 ;

Print Name :
 ;

Address :
 ;

.....
 ;

Occupation
 ;

EXECUTED by/on behalf of the Contractor
 in the presence of:-

Witness: ;
 ;

.....
 Sign :
 ;

Print Name :
 ;

Address :
 ;

.....
 Occupation
 ;

FINANCIAL REGULATIONS DECLARATION CERTIFICATE

PORT ST MARY COMMISSIONERS

KERBSIDE COLLECTION CONTRACT 2017

To: Port St Mary Commissioners,
Port St Mary Town Hall, The Promenade,
Port St Mary IM9 5DA

On behalf of _____ Limited I/we confirm that there are no outstanding statutory payments or returns in relation to ITIP, Company Tax, National Insurance Contributions or VAT, currently due to the Isle of Man Government by me/us/the Company and that I/we/the Company am/are/is in no other way indebted to the Isle of Man Government.

I/We hereby authorise the Board/Treasury to seek and obtain any necessary verification in relation to the foregoing matters.

I/We/the Company undertake(s) not to employ any person on this contract, directly or indirectly, as an employee or as a sub-contractor or as an employee of a sub-contractor, unless such person has produced prior to starting work on the contract

- i) a valid Work Permit unless the person is an "Isle of Man Worker" as defined in the Work Permit legislation.

Dated this Day of 201

Signature. Name

Address.
.....
.....

VAT Reg. No.

Company Tax Ref. No.

Employers Ref. No. (NI and Tax)