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1. Introduction & Contract Structure

Wrightington Wigan & Leigh Teaching Hospitals NHS Foundation Trust

The Wrightington, Wigan and Leigh Teaching Hospitals NHS Foundation Trust is a major acute Trust serving the people of Wigan and Leigh. Innovative and forward thinking, the Trust is dedicated to providing the best possible healthcare for the local population in the Wigan Borough and surrounding areas.

The Trust has three hospital sites, a state-of-the-art outpatient's centre, a dedicated Ophthalmology centre and Community based clinics and has more than 6,000 employees.

Wrightington, Wigan and Leigh Teaching Hospital NHS Foundation Trust is committed to providing a comprehensive waste management service, whilst complying with statutory environmental and waste regulations, dangerous goods regulations and the new HTM-07-01 Safe and Sustainable Management of Healthcare Waste and the NHS Clinical Waste Strategy, other best practice and guidance, in all premises for which it has direct control.

Contract Term and Structure

The clinical waste industry came under immense pressure as a result of the second and subsequent waves of the Covid-19 pandemic. Most Trusts in England experienced some level of service disruption and spent significant time, resource and effort on implementing ongoing contingency measures accordingly.

The service disruption has served to highlight the current material condition of the clinical waste industry and has been a large influencing factor in the weighting and performance mechanism of this tender. Whilst the Trust welcomes all innovations which this contract can bring about to reduce carbon impacts and improve sustainability, our priority focus is a high quality, operationally reliable and legally compliant service.

The Trust has decided to procure a contract of 3 years (1st October 2024 – 30th September 2027), with a 12 + 12 month extension option, giving a maximum contract term of 4 years, ending 30th September 2029, for the sites outlined below.

The rationale for this contract term is:

- The term is long enough to warrant supplier investment in Containers stock to service the contract.
- The term will allow the current market disruption to settle and for the Trust to better understand the landscape for procuring a longer term, innovation-focussed contract to deal with clinical waste more sustainably.
- The extension option will incentivise contract performance.

The contract structure is therefore as follows:

Collection, transfer and processing of all healthcare, hazardous and non-hazardous waste generated on the following sites:

- Royal Albert Edward Infirmary (RAEI), Wigan Lane, Wigan. WN1 2NN •
- Medical Education Centre, 1a Clifton Crescent, Wigan. WN1 2LB
- Thomas Linacre Centre (TLC), Parsons Walk, Wigan. WN1 1RU •
- WWL Eye Unit, Boston House, Frog Lane, Wigan. WN6 7LB •
- Occupational Health Services, Wigan Investment Centre, Waterside Drive, Swan Meadow Road, Wigan. WN3 5BA •
- Leigh Infirmary, The Avenue, Leigh. WN7 1HS
- Wrightington Hospital, Hall Lane, Wrightington. WN6 9EP •
- Integrated Community Nursing (Hindley Town Hall), Cross Street, Hindley, WN2 3AX
- Longshoot Health Centre, Scholes, WN1 3NH •
- Hindley Health Centre, Liverpool Road, Hindley, WN6 0HD
- Standish Medical Centre, High Street, Standish, WN6 0HD •
- Tyldesley Health Centre, Poplar Clinic, Tyldesley, M29 8AX
- Golborne Clinic, Lowton Road, Golborne, WA3 3EG ٠
- Shevington Clinic, Miles Lane, Shevington, WN6 8EW

2. <u>Specification</u>

2a. Services required

Clinical waste collection service

The Supplier must collect all wastes that could reasonably be expected to arise from Acute Hospital sites and Community Clinics including District Nursing.

This includes, but is not limited to:

- Waste contaminated with cytotoxic and cytostatic medicines
- Waste contaminated with non-hazardous medicines
- Waste contaminated with hazardous chemicals (laboratory waste) •
- Waste contaminated with infectious material
- Waste contaminated with Category A infectious material

- Recognisable anatomical waste
- Waste contaminated with gypsum plaster
- Sharps contaminated with medicines / pharmaceuticals
- Sharps contaminated with blood only products / single use scalpels, scissors etc
- Non-hazardous healthcare waste (offensive waste)
- Contaminated mattresses (orange bagged)
- Waste contaminated with hazardous and non-hazardous chemicals

The waste must be collected from the sites outlined at Appendix 1.

2b. Gateway Criteria

The following must be confirmed by the Supplier, with supporting documents provided to the Trust, before mobilisation – with all details as outlined at Appendix 7:

- The Supplier is able to accept or act as broker for all wastes that could be expected to arise from healthcare activities as outlined at 2a.
- A collection service from all sites and areas required will be provided.
- As outlined in Appendix 7, environmental permits and / or details of exemption registrations for all facilities, including subcontractors and contingency facilities, must be provided both at the time of starting the contract and if new disposal routes are used for the Trust's waste over the duration of the contract.
- That permits and registrations identified above are not currently subject to any enforcement notices suspensions, revocations, or other enforcement action that would prevent them legally operating to provide the services required to the Trust.
- Regulator report forms, such as Environment Agency CAR forms, can be provided throughout the contract, and for all facilities identified above, and most recent reports can be provided in advance of mobilisation.
- Waste Carrier's certificates for all parties, including subcontractors and couriers, that will be carrying the Trust's waste, are available and in date both at the time of starting the contract and if new carriers are used for the Trust's waste over the duration of the contract.
- If the Supplier is also acting as a waste broker for any waste streams, that the Supplier can provide confirmation of the Broker's registration.

2c. Collection & consignment of waste

The Supplier shall adhere to the following:

- Ensure bins are available in sufficient numbers to enable users to segregate all healthcare waste streams produced.
- Provide a full-for-empty bin exchange service with full bins collected from site and replaced with clean empty bins.
- Ensure bins are available in 360 litre and 770 litre sizes at the Trust's sites, in sufficient numbers, to meet the Trust's requirements as outlined at Appendix 5.
- Provide a collection service at sufficient frequency to prevent build-up of waste, overflowing bins, unpleasant odours etc.
- Ensure service is unaffected by Public Holidays i.e., provide a full collection where scheduled collection falls on a Public Holiday
- Complete the Service Schedule as outlined at Appendix 4.
- Adhere to access arrangements on each site (inc. holding keys where necessary) as outlined at Appendix 2.
- Call a dedicated phone number upon arrival for consignment note purposes as outlined at Appendix 4 and Appendix 9, for each site.
- In the interests of both the Trust and the Supplier:
 - On sites with one collection a day, a reasonable 'buffer' of time between collections should occur (e.g., if a collection takes place at 4pm on a Monday, there is no value in having the next collection at 1am on a Tuesday morning, as no portering of waste takes place overnight). Where possible the Supplier should leave 24 hours between collection times.
 - Collections should be made between 08:00am 8:00pm at Wigan Infirmary (RAEI), Leigh Infirmary and Wrightington Hospital
 - Collections at all other sites should be made between 7:00am 4:00pm
 - Changes to collection timing windows is permitted only by mutual agreement (e.g., due to change in operational circumstances of either party)
- All vehicles must be suitably sized for easy access to Waste Compounds. It will not be acceptable for lorries / vehicles with trailers, without prior agreement by the Trust.
- On-site parking will only be permitted during the period of loading and unloading.
- The Supplier must ensure vehicles used to service this Contract will avoid blocking other vehicles, disrupting day-to-day operations or public access to any sites.

2d. Bins and Mattresses

The Supplier will adhere to the following:

Bin specification

Bins provided (770 litre and 360 litre sized) must:

- Be clean (odour free) and dry inside and outside;
- Be free from dirt, debris and cleaned to industry recognised infection prevention standards;
- Be serviceable:
- Be undamaged (no splits or cracks in the body or lid); •
- Have functioning handles; •
- Have securely lockable lids; •
- Have functioning guiders / steering locks, tow bars, wheels (four) and brakes, all of which must meet transport legislation and regulations, including Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (amended 2011) and subsequent amendments;
- Be UN approved containers with a valid certificate of conformity;
- Have the correct markings to carry the waste intended; •
- Be free from any previous identification tags / signage etc;
- Bins must be able to be traceable for audit purposes i.e., from the point that the Identifier Tags are attached to each bin to the point at which the waste contained within this bin is tipped into processing facilities and mixed • with other Trust's waste. The Trust reserves the right to reject any bins not meeting this requirement, the cost of which shall be met by the Supplier.
- The Supplier must provide the necessary number of hooks and towing bars to enable the bins to be towed at the following sites:
 - Royal Albert Edward Infirmary (RAEI), Wigan Lane, Wigan. WN1 2NN
 - Leigh Infirmary, The Avenue, Leigh. WN7 1HS
 - Wrightington Hospital, Hall Lane, Wrightington. WN6 9EP
- The Supplier is also required to provide free of charge hook and towing bar replacements as required throughout the contract, due to normal wear and tear.
- Any hooks or towing bars replenished or replaced by the Supplier should be like-for-like i.e., the new hook or towing bar must not create service / storage issues for the Trust as a consequence of change by the Supplier. •
- The colour coding adopted for bins, is that recommended by Health Technical Memorandum 07-01: Safe and Sustainable Management of Healthcare Waste.
- The Supplier must provide the agreed number of bin keys, to the Trust required for the duration of the contract. •
- The cost of issuing an initial set of keys and replacements at the commencement of the contract is to be included in the contract price i.e., free of charge to the Trust through the contract. •

Bin damage and maintenance

- The Supplier must replace Damaged / Defective bins at no additional cost to the Trust where damaged by the Supplier. Damaged / defective is taken to mean anything which prevents or compromises the safe and efficient transport and storage of waste within the internal and external environment of the Trust. Damage / defective includes but is not limited to non-functioning of:
- Brakes .
- Wheels •
- Guiders (locking mechanism which keeps rear wheels straight when being towed) •
- Body and lid damage (e.g., no splits or cracks) ٠
- Hooks
- Towing bars ٠
- Locks •
- Handles (for manually handling bins) •
- General maintenance of the bins will be undertaken by the Supplier i.e., damaged locks, wheels, brakes, lid hinges etc, maintenance is included within the costs.

Bin quality

- The Supplier must supply copies of all clinical waste container certificates of conformity upon request.
- Bins supplied by the Supplier must be UN performance tested to meet the appropriate requirements and packaged in accordance with ADR.
- Bins must satisfy relevant fire regulations pertaining to the use of such bins within healthcare premises and in particular their use on designated fire exit routes.
- Bins will minimise the handling of waste and be compatible with both the Trust and the Supplier's transportation systems.
- The Supplier must provide Damaged / Defective bin labels to all the sites listed in Section 1. The Trust will be responsible for tagging Damaged / Defective bins with the labels provided.
- Bins that become unsuitable for continued use through wear, loss or any other reasonable reason shall be withdrawn immediately from service and replaced within a 5 day period, as necessary at the Supplier's expense. •

Bin cleaning

- The Supplier shall be responsible for the internal and external cleaning of the bins, off site, as part of the bin exchange service and as such, have no rough or inaccessible surfaces, to ensure total internal and external cleansing. The bins should withstand frequent cleansing without deterioration in quality and not be liable to corrosion.
- Each bin will be cleaned every time it is removed from site / brought to site.
- Bins used as part of any ad hoc decanting service, i.e., 360ltrs will be exchanged monthly to ensure bins are sufficiently clean.
- The Supplier will provide method statement for bin cleaning, inc. COSHH information as appropriate in advance of mobilisation.
- If the Supplier uses an RCV (Refuse Collection Vehicle) approach to collect the Trust's offensive waste (whereby the waste from bins is tipped into an RCV and lightly compacted, rather than full bins being exchanged for empty, clean bins), the Supplier must ensure that these bins are still washed on a frequent basis (at least once a month).

Bin stock

- The Supplier shall ensure that there are an agreed number of bins available at all times see Appendix 2
- This includes a rolling stock of extra bins needed on site (i.e., bins with waste in them to be collected, bins being utilised around the Trust sites, including internal and external disposal holds and spare bins.
- Bins will remain the property of and be maintained by the Supplier, unless agreed otherwise as part of the contract. The bins must be promptly removed from the Trust sites on the expiry or termination of the contract or as may otherwise be agreed as part of any Exit Plan.

Contaminated mattresses

- Contaminated mattresses deemed to be Healthcare Waste will be presented by the Trust for collection, packaged in special UN approved orange bags.
- The Supplier will supply the orange mattress bags free of charge for the period of the contract term.
- Used mattresses should be collected in a manner compliant with ADR and the Carriage of Dangerous Goods Regulations.
- Once collected, the Supplier must dispose of the mattresses by way of a suitable treatment facility.
- The collection and disposal of mattresses from the Trust sites is on an ad hoc basis and will be bulk stocked i.e., awaiting collection within a dedicated container / store room, from the following locations:
 - Royal Albert Edward Infirmary (RAEI), Wigan Lane, Wigan. WN1 2NN
 - Leigh Infirmary, The Avenue, Leigh. WN7 1HS
 - Wrightington Hospital, Hall Lane, Wrightington. WN6 9EP.

Bin tags and tracking

- Bin tags must be available for marking Damaged / Defective bins and for categorising the waste streams contained within each bin in line with HTM 07 -01: Safe and Sustainable Management of Healthcare Waste
- Tags for Defective / Damaged bins and for categorising waste streams are to be delivered as per the timeframes outlined at Appendix 3.
- There must be an end-to-end digital tracking system in place for all bins that allows end to end auditing from point of collection to point of disposal to include bin identifier code, date, time and location of:
 - $\circ \quad \text{Collection of bin} \\$
 - Transport of bin
 - Receipt of bin at processing facilities
 - Processing of bin
 - $\circ \quad \text{Cleaning of bin} \\$
- All bins must have a permanent identifier code to link to the bin tracking system

2e. Transportation

The Supplier will adhere to the following:

- Labelling of clinical waste bins and recommendations on the Secure Carriage of Dangerous Goods will be as contained in section 1.10 of the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) and the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID).
- The security provisions of ADR and RID apply in the UK through Regulation 5 of the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (CDG) 2009 with which the Supplier must comply. Regulations 7 and 8 contain additional security provisions that apply in Great Britain (England, Scotland, and Wales).
- All transportation arrangements must be suitable for the nature and category of waste transported with any internal segregation in accordance with the requirements of the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment 2007 (DCG regulations) and HTM 07-01.
- The Supplier shall ensure that the necessary Transport Documentation required to support the carriage of UN3291, Clinical Waste, Unspecified and N.O.S. 6.2 II (as required under the CDG Road Regulations) is completed in order to ensure that the Trust is not in breach of their Duty of Care. Such documents will be provided to the Trust on request (The Carriage of Dangerous Goods (Amendment) Regulations 2019
- All vehicles used for providing the services are to be compliant and roadworthy in accordance with the Road Traffic Acts and be properly licensed by the Local Authority and conform to current Motor Vehicle Regulations (i.e. Motor Vehicles (Construction and use) Regulations, the Carriage of Dangerous Goods and use of Transportable Pressure Equipment Regulations 2009 etc) and any future regulations during the lifetime of the Contract.
- If moving clinical waste in bulk, all vehicles used must be BK2/VC3 certified and placard accordingly.

- Vehicles and drivers will be subject to inspection at any time by the Trust. The Supplier may be requested to remove or replace any vehicles or employees from service which fail these inspections.
- The Supplier's drivers and employees must wear a uniform, appropriate PPE, be clean and observe good hygiene whilst on the Trust's sites.
- The interior and exterior of all vehicles must be kept clean and tidy.
- Any vehicle bin lifts (tail lifts) should use a platform to lift the bin from its wheels with no sides rubbing or becoming engrained with dirt.
- All vehicle bin lifts must be tested in line with legislation and performed safely and by competent persons only on the Trust's sites. ٠
- In the event of non-availability of certain vehicles, the Supplier must operate additional vehicles to cover this. •
- It is the Suppliers responsibility to ensure all vehicles are appropriately licensed, insured and liveried.
- The Supplier must maintain insurance and breakdown cover for all vehicles. Evidence of this must be produced on request as per timelines at Appendix 3. •
- The Supplier must provide evidence of current registration by the appropriate authority, as a waste carrier for the transportation and disposal of all waste streams covered.
- The Supplier must provide a copy of the Dangerous Goods Safety Advisor report at the Annual Review Meeting.

2f. Processing of waste

The Supplier will adhere to:

- Compliance with Healthcare Waste: Appropriate Measures for Permitted Facilities for England EPR5.07 and adherence to the information in "How to comply with your environmental permit (Additional Guidance for Clinical Waste)". This guidance explains the standards (appropriate measures) that are relevant to regulated facilities with an environmental permit to treat or transfer healthcare waste. This includes updated standards that operators of permitted healthcare waste facilities have to meet and will initially be applicable at new or substantially changed permitted sites with the permits of unchanged existing sites continuing to reference EPR5.07 until they are varied through the permit review process.
- The guidance includes:
 - Developing a Management System
 - Controlling and Monitoring Emissions
 - New Risk Assessment Overview Guidance
- Where waste is sent for incineration the Supplier should meet all the requirements of Sector Guidance Note S5.06: recovery and disposal of hazardous and non-hazardous waste.
- Waste must be processed in a timely manner and in accordance with the EPR 5.07 requirements. •
- Each EWC code / waste stream should be processed according to legal requirement, but not 'overtreated'.
- Any waste which is 'overtreated' (i.e., processed by a method over and above and what is legally required which therefore results in additional damage to the environment) must be declared through the Supplier's Month • Performance Report. For example, processing the Trust's soft bag, infectious waste through High Temperature Incineration rather than 'Alternative Treatment' would be considered 'overtreatment'
- All waste must be processed within 3 months maximum of collection from the Trust's site excluding anatomical waste which must be processed within legally obligated timelines.
- The Supplier must only send the Trust's waste to the processing facilities outlined in the Supplier's response to the tender questions in this contract. •
- The Supplier must not send the Trust's waste to landfill or abroad. •
- In the event the Supplier wishes to utilise alternative site(s) / facilities to the primary site(s) indicated within the contract, the Trust must be notified in writing. Except in an emergency, prior notification must be received at least one month before the alternative site / facility is utilised and a change control notice issued and agreed.

2g. Data report, invoicing & performance

The Supplier shall submit to the Trust in accordance with the timescales contained within the Appendix 5, a Monthly Performance Report which shall as a minimum requirement:

Data

- Provision of accurate monthly data, the content and structure of which is to be consistent to that outlined at Appendix 5.
- Provision of accurate, weighed weights (not average weights) for each waste stream, for each day and Calendar Month as outlined at Appendix 5.
- Provision of all data in clear, easy to read and 'manipulate' format (Excel spreadsheet)
- For that data to be the base data and information from which invoices and management information reports are created. •
- Provision of access to online portal for accessing "live" tonnage data. ٠

Invoicing

- The Supplier shall ensure that each invoice is broken down by waste stream and by site.
- The Supplier shall not penalise the Trust financially for any restrictions on the Supplier's environmental permits, practices, or decisions by the Supplier to apply a different treatment or disposal method (for example, orange bags must be charged at an Alternative Treatment Rate, even if they are High Temperature Incinerated i.e., 'over treated' – see 2f for further details of how 'over treatment' is considered in this contract).

Management information

- Providing management information in figures (tonnes) and graph format
- Providing management information on a monthly basis for the preceding month, to highlight:
 - Volume of each waste stream collected
 - Weight of each waste stream collected
 - Volume and weight by EWC code
 - Volume and weight by site and across all sites
 - Volume and weight by month and cumulatively for the year
 - Number of bins collected by site and across all sites
 - Any non-conformances
 - Transfer and disposal facilities waste taken to
 - Final waste treatment or disposal category (e.g., High Temperature Incineration, Energy Recovery, or Alternative Treatment followed by Energy Recovery) including any waste 'over treated' as outlined in Section 2f.

Contract performance

- Provision of a summary of performance against the KPIs, together with sufficient reasonable supporting documentation to support the actual level of performance achieved against each KPI.
- Identification of any material issues associated with the provision of Services in the relevant to the Contract Month. •

Carbon Emissions

An annual carbon footprint for the waste the Trust generates. This should be provided by the 30th of April in each year of the contract, covering the previous 12 months (1st April – 31st March). The footprint should detail the kgCO₂e emissions generated for each individual waste stream. An accompanying methodology for the carbon footprint calculation should also be provided.

2h. Duty of Care compliance and legislation

The Supplier will adhere to:

- Compliance with all relevant, current and future legislation, and in accordance with Department of Health publication HTM 07-01: Safe and Sustainable Management of Healthcare Waste. The Supplier will abide by Health Technical Memorandum 07-01: Safe and Sustainable Management of Healthcare Waste and any changes to the regulations as may occur from time to time throughout the duration of the framework agreement.
- Provides the Trust with Quarterly Returns, as required by the Hazardous Waste Regulations
- Have a fully auditable tracking system of waste from point of collection to point of final disposal, including any transfer points along the way •
- Provide Hazardous Waste Consignment Notes and Waste Transfer Notes as required ('Waste Transfer & Consignment Documentation' as per Commercial Schedule) for each collection of waste. To include all information • required by legislation, and to be correctly completed at the point of consignment or transfer by both parties
- Enable the Trust or authorised representative to visit the Supplier's waste facilities including subcontractors' facilities, if requested to conduct Duty of Care audits, by prior arrangement and at a mutually convenient time
- Enable the Trust or authorised representative to visit contractor facilities at any reasonable time (e.g., Monday to Friday, 8:00-16:00), if valid concerns have been raised about operations at the site
- Proactively work with the Trust to improve compliance by monitoring waste streams and reporting non-compliances, while understanding that the Trust is a large organisation with a constant turnover of staff, and noncompliances must be dealt with in a pragmatic manner. Compliance penalties or charging for reports will not be acceptable – see Section 2p Non-conformance and rejection or reconsignment of Trust waste for further details
- Allow the Trust onto any site (including those of the Supplier or any 3rd party) which process the Trust's waste under this contract on an annual basis as requested by the Trust or within 24 hours notice of an ad hoc site visit • being requested by the Trust.
- The Supplier must immediately notify the Trust of any prosecutions or improvement notices brought against it for failure to comply with waste legislation and regulations during the contract period.
- The Supplier must ensure waste is treated by methodologies authorised by the Environment Agency and / or local authority.
- The Supplier must immediately advise the Trust of any improvement notice, suspension, withdrawal or refusal to renew any license, certificate or permissions applicable to carrying out the requirements of this contract during the term of the contract.
- If any statutory requirements or regulations are found to be contravened by the Supplier or any Sub-Contractor working on their behalf, the Trust will reserve the right to terminate the contract in accordance with the terms of this contract, for any material breach.
- All non-hazardous waste collected will be covered by a Waste Transfer Note ('Waste Transfer and Consignment Documentation' as per Commercial Schedule) in accordance with the Environmental Protection Act 1990.
- All hazardous waste collected will be covered by a Hazardous Waste Consignment Note ('Waste Transfer and Consignment Documentation' as per Commercial Schedule) and in accordance with the Environmental Protection • Act 1990 and the Hazardous Waste (England and Wales) Regulations 2005.
- The Trust acknowledges the Environment Agency requirement that all Waste Transfer Notes and Hazardous Waste Consignment Notes must be signed by the Trust before waste is removed from the Trust's sites.
- The weight of each consignment must be established by a method acceptable to the Environment Agency. Where this involves weighing equipment, it shall be the Supplier's responsibility to maintain, calibrate and operate all such equipment.

- The weight of all filled bins must be recorded before being emptied and all records must be made available to the Trust.
- A compliant Hazardous Waste Consignment Note must be completed for every collection and a copy (electronic) must be provided to the Trust for the completion of the collection as outlined within the pass / fail section of the tender and at Appendix 3. The Hazardous Waste Consignment Note format must comply with the Environment Agency guidance. Both multi and single-round consignment notes must be used as appropriate and charged accordingly.
- Where paper Hazardous Waste Consignment Notes are used the producer copy must be handed to the Trust's representative as per the process and timings outlined at Appendix 3 and Appendix 9.
- Spillages and / or accidents relating to the Trust's waste must be immediately contained and safely cleaned up, at the Supplier's cost, as well as reported to the Trust and confirmed in writing within 48 hours (date, time, location, nature of spillage and action taken).
- Accidents involving vehicles carrying the Trust's waste must be immediately reported to the Trust and confirmed in writing within 48 hours (date, time, location, nature of accident and action taken). The Supplier must keep an up-to-date policy for dealing with spillages and issue a copy of this upon request to the Trust – within the timelines outlined at Appendix 3.
- The Supplier must ensure all measures are taken to control the noise levels produced by their operations on the Trust's sites.
- The Supplier is to recognise that they will be working in a hospital / clinic environment. All noise levels are to be kept down to a minimum, including switch off of engines when vehicles are not in use.

2i. Health and Safety

The Supplier will adhere to:

- Following the Trust's procedures in relation to site vehicle access, traffic systems and parking.
- Adhering to all relevant health and safety legislation both on the Trust's sites and the Supplier's sites
- Adhering to the Trust's Control of Contractors policy as at Section 2m including provision of: •
 - Relevant certifications (e.g., ISO 45001) and registrations (e.g., with the HSE).
 - Any previous investigation or enforcement action by Regulators.
 - General and local site Risk Assessments and Safe Systems of Work (RAMS) for each site detailed at Appendix 1.
- To have a comprehensive and detailed company-wide set of risk assessments, safe systems of works and training programmes (e.g., manual handling) and provide the Trust with details of all.
- To have a robust company-wide approach to reporting, monitoring and acting on near misses and accidents (including RIDDORS) and to provide the Trust with details of all.
- To have suitable and sufficient site / local risk assessments and on commencement of contract and provide the Trust with details of them.
- To be fully committed to consistently improving the health, safety and well-being culture of the company for the health, safety and well-being of all its employees.

2j. Contingency

The Supplier will adhere to:

- Provide documented, robust contingency plans, to detail how collections and disposal will take place in the case of suspension or revocation of environmental permit or exemption, vehicle failure, plant / facility failure, power cut, staff sickness, weather events etc. or any other event that may delay or impact on collection and subsequent disposal.
- Supporting the Trust with increased waste service requirements in the event of a Major Incident and other periodic waste volumes spikes (e.g., due to pandemic, severe flu season).

Major Incidents

- In the event of a Major Incident being declared at one or more of the Trust's sites, the Supplier will be responsible for disposing of the waste generated by the Trust.
- The Trust, in conjunction with emergency services and the Environment Agency, will advise the Supplier of the nature of the waste.
- The Supplier should note that subject to the Major Incident in guestion, additional bins maybe required over and above the number of bins already on site(s).

Disaster Recovery / Business Continuity Plan

- The Supplier must ensure there is appropriate capacity within their delivery infrastructure to meet all the service requirements and fluctuations within them.
- The Supplier will ensure sufficient contingency and recovery to cover all foreseeable eventualities.
- The Supplier will ensure that back up arrangements are in place and maintained with regards to performance monitoring, management information, invoicing and other back-office requirements to ensure data is not lost/ delayed significantly.
- The Supplier will be responsible for all costs associated with finding an alternative transport / contractor / treatment facility if there is a failure on their part to undertake the services outlined within the specification at any time during the contract period.
- The Supplier will undertake an annual desktop test of the contingency and disaster recovery plans and provide evidence of their resilience at the Annual Review Meeting.

• The Supplier will co-operate with the Trust in the event that performance bonds / parent guarantees are operated or where Step In, under the Terms and Conditions, is an option the Trust wishes to exercise, this will be a last resort option in the event that the services would otherwise be seriously compromised, resulting in backlogs of waste on the Trusts sites.

2k. Communication & Account Management

The Supplier will adhere to:

- Being proactive in providing the Trust with communications of delays and problems with collections and disposal this includes giving the Trust reasonable notification of any expected service disruption.
- Providing a reliable and responsive account management service, where the Trust may raise queries.
- Holding regular review meetings with one named Account Manager for the whole contract to cover:
 - Strategic updates from both parties
 - Operational matters
 - Waste management legislation and policy changes impacting on the contract
 - Health & safety updates (including for examples, RIDDORS and near misses on sites that the Trust's waste is processed at)
 - Finance and invoicing
- Providing a quarterly update where relevant on steps the Supplier has taken to apply waste hierarchy and proximity principle. For example, reporting on changes such as greater proportion of waste retained within UK, application of lower carbon solutions, fleet efficiency.

Nominated contact and out of hours contact

- The Supplier will be required to nominate a key competent customer services person(s) who can be contacted directly by phone during operational hours (8am-4pm Mon to Fri).
- The Supplier will be required to nominate a key competent person(s) who can be contacted in the event of an emergency (e.g., a Major Incident). A list of out of hours phone numbers will be required as part of contract mobilisation.
- The Trust will provide the Supplier an out of hours contact for each of the sites included within the Contract as at Appendix 8.
- The Supplier will provide suitably gualified and skilled key personnel to deliver:
 - the implementation phase of this contract to the level required to accommodate the implementation plan requirements in the contract.
 - Account Management to support the contract through the implementation, start-up phase and business-as-usual phase of the contract.
 - training and support services including legislation changes/guidance, pre acceptance audits, service improvement options etc throughout the period of the contract.

2I. Supplier Staff

The Supplier will adhere to:

- Ensuring every person employed by contractors and / or subcontractors is properly and sufficiently trained for all aspects of their work and carries a form of identification while on the Trust's premises.
- Ensuring every person employed by contractors and / or subcontractors is compliant with all site requirements, while on Trust property (e.g., no smoking, confirming themselves strictly to the locality of their work, acting in a lawful and responsible manner, acting in a way which does not negatively impact on The Trust's staff or patient environment)
- Ensuring that every person employed by for the provision of waste management services, is at all times properly and sufficiently trained by having participated in a formal training programme prior to commencing work. Details of training records should be available as requested by the Trust.
- Both permanent and temporary staff must be aware of all relevant rules and procedures concerning health and safety at work and the recording of all accidents and untoward occurrences involving waste disposal procedures from the Trust's sites.
- Reporting reportable incidences (i.e., RIDDOR) whilst undertaking work on the Trust's sites to the Contract Owner.
- The Supplier's staff must be required to carry and display a form of identification for any period during which they are working on the Trust's sites. •
- The Supplier must provide suitable uniforms and PPE for their staff at all times while on the Trust's sites and ensure that staff are dressed in appropriate protective uniforms / work wear.
- The Trust expects the highest standards of personal hygiene, courtesy and consideration from all of the Supplier's staff at all times.
- The Supplier must prohibit their staff from smoking on the Trust's sites, which includes vaping.
- The Trust reserves the right to request the removal of staff who fail to carry out the service to the standards required by the Trust as outlined within this contract specification.
- The Supplier must fulfil the requirements of the contract with a minimum of disruption. Specific attention should be drawn to the following:
 - Not to convey any articles to or from a patient or have any dealing with any patient unless so requested by the Contract Owner
 - The Suppliers attention is drawn to the provisions of the Mental Health Act 1983 which, lays down penalties to which persons employed in Mental Health Hospitals are liable upon conviction for misconduct with patients and The Supplier is reminded that ignorance of the law is not regarded as a defence in the Courts.

• The Supplier and staff employed on this contract must at all times be mindful of the need to comply with patient confidentiality and should not interact verbally or physically with patients.

- The Supplier must be liable for both authorised and unauthorised acts of its employees whilst carrying out their duties in line with the contract specification whilst they are on the Trust's sites.
- The Supplier must ensure every member of staff operationally deployed on the contract on the Trust's sites be medically screened.
- The Supplier will be obliged to carry out suitable screening of employees particularly with regards to Disclosure and Barring Service checks (DBS) checks on their operatives who are employed within the contract provision where staff may have contact with vulnerable patients and must ensure any sub-Contractors have the same provisions on place where appropriate to the element of the service they are providing.
- In the event of the Supplier's staff who have, or who may have, access to the Trust's sites during the course of the contract being criminally prosecuted for a serious offence (as defined in the Police and Criminal Evidence Act 1984), the Supplier must immediately supply the Contract Owner with a full report of the circumstances and, ultimately, of the outcome of any judicial procedures.
- In accordance with all relevant legislation, the Supplier will ensure there is a Technically Competent Manager (TCM) with a live, in date Certificate of Technical Competence, associated to every site the Trust's waste is taken to.

2m. Use of Sub-contractors

The Supplier will adhere to:

Where sub-contractors / third parties are used to manage waste streams via the Supplier, the Supplier is responsible for managing and coordinating all aspects of such arrangements, including but not limited to operational and invoicing arrangements, data and compliance obligations in order that – from the Trust's perspective - the requirements of the specification of this contract are delivered as if by one party, the Supplier.

2n. Contract Terms

- The terms of the contract will be:
 - Initial term of 3 years, beginning on the Commencement Date
 - o +1-year extension option, beginning on the 4th anniversary of the Commencement Date
- The Trust will give notice of intention to extend the contract no less than 12 weeks before the end of the relevant period.

20. Implementation

The Supplier will adhere to:

- Implementing services to be fully operational for the start of the contract with no disruption to the Trust.
- Providing weekly written updates on the Implementation Plan, commencing at award of contract. •
- Covering any costs associated with delays or avoidance of disruption whilst mobilising. •

2p. Non-conformance and reconsignment of Trust waste

The Supplier will acknowledge and adhere to:

- The Trust acknowledges that in certain circumstances, the Supplier will need to re-consign waste presented by the Trust, if, for example:
 - Bags of infectious waste have been mixed with bags of offensive waste in the same 770 litre bin and tagged as offensive waste;
 - Bags of waste (soft clinical waste) have been mixed with rigid bins (e.g., bio bins) and / or sharps bins and tagged with the lowest waste stream.
- The Trust requires the Supplier to capture information about any waste re-consigned on site, as outlined at Appendix 7 in this tender.
- The Trust requires the Supplier work with the Trust collaboratively to improve instances of re-consigning (and requested as 'Additional supporting documentation' in this tender). The Trust requires a clearly documented process from the Supplier with regards to their decision-making process for re-consigning waste on site, in order that the waste is safely removed from site. Unless there is a major non-conformance, the Supplier must remove all waste from the Trust's site.
- The Trust acknowledges the legal, strategic and environmental requirement for clinical waste producers to adequately segregate the waste they present for processing and disposal. The Trust therefore has an ongoing programme of work designed to achieve best practice in waste segregation and proactively manage this issue. As such, the Trust will not accept waste rejections on the grounds of poor segregation, including but not limited to:
 - General domestic waste in the infection waste stream 0
 - o General domestic waste in the offensive waste stream

• The Trust will not accept non-conformance fees under any circumstances.

2q. Compliance with the Trust's Policies and Procedures

The Supplier will comply with the Trust's policies and procedures. Please note, these policies are subject to updates and amends over the duration of the contract.

2r. Quarterly Reviews

The Supplier will adhere to:

- Meeting with the Trust on a quarterly basis to review:
 - The effectiveness of the service schedule outlined at Appendix 2 and any changes required the Supplier shall implement any reasonably requested changes to the service schedule made by the Trust.
 - Any significant deviations from tonnages collected in the preceding quarter.
 - A summary of performance against the KPIs and a review of any Action Plans issued in the preceding quarter, including an assessment and agreement of any necessary changes to be put in place by the Supplier to address any underperformance issues identified.
 - Strategic updates from both parties (e.g., mergers and acquisitions, procurements, etc).
 - Escalation of any contract issues that require senior engagement.
- Representation from both parties will be of sufficient seniority and authority to enable key decisions to be made at the quarterly review itself. ٠
- To facilitate timely decision making, all relevant information will be shared by both parties 2 weeks in advance of the quarterly meeting.

2s. Exit Plan

The Supplier will adhere to:

As stipulated in the Call-Off Terms & Conditions, the Supplier must submit an Exit Plan within 3 months of the contract starting.

In addition, the Trust requires that the Exit Plan includes:

- A 4-week transition period from agreement to end the contract to all bins being removed from site.
- A transitional / phased exit approach (i.e., moving site by site to cease service) over the course of 4-weeks.
- A commitment not to remove all bins from site in an unreasonable short period of time.
- A commitment to work with the new supplier to ensure the exit from the contract is smooth for all parties.

Appendix 1: Sites in Scope, including Tonnage by site

				Т	ONNAGE FOR 2023	/24			
Site Name	Incineration (yellow)	Offensive Waste (tiger)	Sharps (yellow)	Alternative Treatment (orange)	Cytotoxic/static (purple)	Pharmaceutical (blue)	Anatomical (red)	Gypsum (tiger)	Tonnage Total
Golborne Clinic		1.11	0.26	0.03					1.40
Hindley Health Centre		0.98	0.45						1.43
Hindley Town Hall		0.28	0.55	1.88	0.05				2.76
Longshoot Health Centre		0.15	0.03	0.30					0.48
Shevington Clinic	*0.31								0.31
Standish Medical Centre		0.83	0.06	0.15					1.04
Tyldesley Health Centre		0.63	0.12	0.20					0.95
Boston House (Eye Unit only)	0.59	0.98	0.12			0.11			1.80
Education Centre		0.89	0.45			0.02			1.36
Occupational Health		0.30	0.30	0.03					0.63
Thomas Linacre Centre		7.06	1.17	1.05					9.28
Royal Albert & Edward Infirmary (RAEI)	12.87	249.94	55.44	138.46	2.41	18.01	4.09	0.87	482.09
Wrightington Hospital	2.59	**84.60	8.97	9.48	0.27	6.66	0.94	0.47	113.98
Leigh Infirmary	0.03	***39.06	5.07	12.87	0.20	1.99	0.51	0.72	60.45
									677.96

* Currently only 1 770ltr bin supplied. Offensive Waste and Alternative Treatment generated

**Currently managed via Domestic Waste Contractor in light compaction Offensive Waste Compactors (may not be included in this tender)

***Currently managed via Domestic Waste Contractor in light compaction Offensive Waste Compactors (may not be included in this tender)

- The tonnage figures in Appendix 1 provide a guide-only for bidders to base their price submissions on.
- Over the duration of the contract, the Trust may experience both:
 - o overall changes to total waste tonnage (i.e., increases or decreases in total waste generated by the Trust)
 - **changes within total waste tonnage** (i.e., as waste is diverted from one stream to another)
- The Trust will not be subject to minimal or maximum tonnage requirements from the Supplier.
- Pricing is for the sites as outlined at Appendix 1, however additional sites may be added or sites removed over the duration of the contract with changes applicable to the Haulage Costs only (i.e., there shall be no changes to any other costs, including the Baseline Cost per Tonne for the different waste streams).

Appendix 2: Service Schedule

Site Name	Address 1	Address 2	Address 3	Postcode	Service Schedule	Frequency per annum	No. of 770ltr bins required	No. of 360ltr bins required
Golborne Clinic	Lowton Road	Golborne	Warrington	WA3 3EG	Fortnightly	26	3	
Hindley Health Centre	Liverpool Road	Hindley	Wigan	WN2 3HQ	Fortnightly	26	4	
Hindley Town Hall	Cross Street	Hindley	Wigan	WN2 3AX	Weekly	26		6
Longshoot Health Centre	Scholes	Ince	Wigan	WN1 3NH	Monthly	12		3
Shevington Clinic	Miles Lane	Shevington	Wigan	WN6 8EW	Monthly	12		3
Standish Medical Centre	High Street	Standish	Wigan	WN6 0HD	Fortnightly	26		3
Tyldesley Health Centre	Poplar Clinic	Tyldesley	Manchester	M29 8AX	Fortnightly	26		4
Boston House (Eye Unit only)	Frog Lane		Wigan	WN6 7LB	Fortnightly	26	6	
Education Centre	1a Clifton Crescent		Wigan	WN1 2LB	Fortnightly	26		2
Occupational Health	Wigan Investment Centre	Waterside Drive	Wigan	WN3 5BA	Monthly	12		2
Thomas Linacre Centre	Parsons Walk		Wigan	WN1 1RU	Weekly	52	7	
Royal Albert & Edward Infirmary (RAEI)	Wigan Lane		Wigan	WN1 2NN	Daily	365	115	
Wrightington Hospital	Hall Lane	Appley Bridge	Wrightington	WN6 9EP	Twice a week	104	80	
Leigh Infirmary	The Avenue		Leigh	WN7 1HR	Twice a week	104	45	
							275	24

Appendix 3: Timeframes for ongoing requirements, responses to ad hoc requests and notice periods

	Communication method (the Trust)	Communication method/format (the Supplier)	Response/action time
Trust request for new bin waste stream tags	By email	Acknowledge by email and deliver to agreed point on site	To be delivered within 24 hours of request on all sites
Trust request for mass exchange of defective bins (10 bins is considered 'mass exchange')	By email	Response by email	Within 5 working days, including provision of a date and time in order for the Trust to be present an
Any disruption to normal collection service	N/A	By email	By 4pm the day before
Trust request for bin keys	By email	Acknowledge by email and deliver to agreed point on site	To be delivered within 24 hours of request on all sites
Trust request for mattress bags	By email	Acknowledge by email and deliver to agreed point on site	To be delivered within 24 hours of request on all sites
Advice and quote regarding ad hoc waste stream	By email	Acknowledge by email and final response / quote by email	Advice and quote within 5 working days

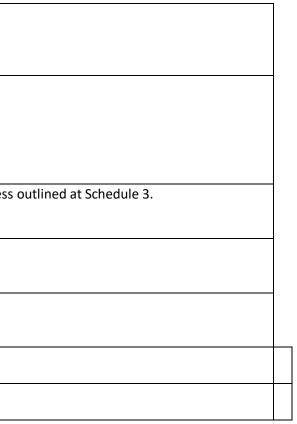
and audit the exchange.

Request for change of "email address" (e.g., if the Trust change where we want consignment notes or business continuity emails to go)	By email	Response by email	Actioned within 10 working days
Duty of Care documentation - as outlined at Appendix 6.	By email	Acknowledge by email and provide documents to required email address (as outlined in Appendix 9)	To be sent within 10 working days of request.
Duty of Care documentation – Waste Transfer Notes and Hazardous Waste Consignment Notes		The Trust required – automatically by The	To be sent as a digital copy by midnight on the day the waste was collected from site to the address
Duty of Care documentation - Quarterly Hazardous Waste Consignment Returns	No request from	The Trust required – automatically by The	Quarterly – within 10 working days of the end of each calendar quarter
Duty of Care documentation - Annual Duty of Care document audit requirement	By email - Acknowledge by email and provide documents to required email address (as outlined at Appendix 9)		To be sent within 10 working days of request.
Any other ad hoc request made by the Trust.	As specified by the Trust at the time of the request.		As reasonably specified by the Trust at the time of the request.
Transport documentation	As specified by the Trust at the time of the request.		To be sent within 10 working days of request.

Appendix 4: Duty of Care documentation

Documentation required is for all the sites the Trusts waste is transferred to and / or processed on, at the commencement of the contract and during the lifetime of the contract. Documentation is required for both principle and all subcontractors within the supply chain (if subcontractors are being used).

Type of documentation	Timescale for submission
Site permit	On commencement of contract and within the timescales outlined at Appendix 3 for ad hoc requests and any new sites the Trust's waste is
	processed at
Existing variations to site permit	On commencement of contract and within the timescales outlined at Appendix 3 for ad hoc requests and any new sites the Trust's waste is
	processed at
New variations to site permit after contract commencement	Within the timescales outlined at Appendix 3
'Surrender' permit documentation	Within the timescales outlined at Appendix 3 for ad hoc requests
CAR forms (Compliance Assessment Report forms)	Within the timescales outlined at Appendix 3 for ad hoc requests
Supplier site checks and monitoring results	Within the timescales outlined at Appendix 3 for ad hoc requests
Supplier process for monitoring their tonnages	Within the timescales outlined at Appendix 3 for ad hoc requests
Existing Waste Carriers / Brokers / Dealers Licence	On commencement of contract and within the timescales outlined at Appendix 3 for ad hoc requests
New Waste Carriers / Brokers / Dealers Licence after contract	Within the timescales outlined at Appendix 3
commencement	
Quarterly Hazardous Waste Consignment Returns	Within the timescales outlined at Appendix 3
Waste Transfer Notes and Hazardous Waste Consignment Notes	Within the timescales outlined at Appendix 3
Planning applications (e.g., change of use) and any other relevant Local	Within the timescales outlined at Appendix 3
Authority Authorisations	
Annual Duty of Care document audit requirements	On commencement of contract and within the timescales outlined at Appendix 3 for ad hoc requests
Operator's Licence	On commencement of contract and within the timescales outlined at Appendix 3 for ad hoc requests
Site Exemption	On commencement of contract and within the timescales outlined at Appendix 3 for ad hoc requests
Transfer Station Licences	On commencement of contract and within the timescales outlined at Appendix 3 for ad hoc requests



Appendix 5: Data (as outlined at 2g)

All documentation should be sent in PDF and Excel format to the address outlined at Appendix 9.

Site	EWC code	Number of	Waste type*	Nature of	Tonnage	Date	Time	-	Tonnage rate	Tonnage	Transport	"Waste	Total	Invoice
		770L Containers		waste*				note number	(per tonne)	cost	cost	Transfer & Consignment		number
												Document"		
												cost		
Site				Sharps/soft										
				bag/rigid bin										

Appendix 6: Annual Duty of Care document audit requirements



Appendix 7: The Trust's onsite waste rejection process

For any waste rejected or re-consigned, the Trus	st require the following information
Name of site	
Date of collection	
Time of collection	
Consignment note number	
Destination of consignment	
Tag number	
How many 770L bins are being rejected?	
For each bin rejected, please give reason and ty	pe of waste:
Reason for reject and type of waste	

Appendix 8: Site contacts for consignment of waste

The Supplier shall call the dedicated number for each site on arrival for consignment note purposes for each site.

	MAIN CONSIGNMEN	T CONTACTS**	OUT OF HOURS CONSIGNMENT CONTACTS: **Out of hours contacts (in the event that				
			collections are not carried out wit	collections are not carried out within the contracted timeframes)			
	Site contact	Contact details	Site contact	Contact details			
Wigan Hospital (RAEI)	Waste Supervisor / Waste Porters	To be agreed during mobilsation	To be agreed during mobilsation	To be agreed during mobilsation			
Wrightington Hospital	Waste Supervisor / Waste Porters	To be agreed during mobilsation	To be agreed during mobilsation	To be agreed during mobilsation			
Leigh Infirmary	Waste Supervisor / Portering Team	To be agreed during mobilsation	To be agreed during mobilsation	To be agreed during mobilsation			
Thomas Linacre	Portering Team	To be agreed during mobilsation	To be agreed during mobilsation	To be agreed during mobilsation			
All Community sites	Receptionist	To be agreed during mobilsation	To be agreed during mobilsation	To be agreed during mobilsation			

still be 'MAIN CONSIGNMENT CONTACTS' or this may be 'OUT OF HOURS CONSIGNMENT CONTACTS' as informed by the Trust and amended from time to time.

Appendix 9: Contract contacts

Duty of Care documentation	wastemanagement@wwl.nhs.uk
Waste Transfer Notes and Hazardous Waste Consignment Notes	wastemanagement@wwl.nhs.uk
Data	wastemanagement@wwl.nhs.uk
Invoices	wastemanagement@wwl.nhs.uk
Waste reconsignment/rejection notification	wastemanagement@wwl.nhs.uk
Contract owner (all Trust sites)	
Wigan Hospital (RAEI) site contact	TBC as part of contract mobilisation
Wrightington Hospital site contact	TBC as part of contract mobilisation
Leigh Infirmary site contact	TBC as part of contract mobilisation
Thomas Linacre Centre site contact	TBC as part of contract mobilisation
All other Community site contact	wastemanagement@wwl.nhs.uk
Out of hours contact	TBC as part of contract mobilisation