



LONDON IS CHANGING

WE NEED TO CHANGE WITH IT.

ANNEX A - STATEMENT OF REQUIREMENTS

THE PROVISION OF HAZARDOUS WASTE MANAGEMENT SERVICES

Jan 2026

Contents Page

1	GLOSSARY OF TERMS AND ABBREVIATIONS	3
2	INTRODUCTION	4
3	INTRODUCTION TO MPS FLEET SERVICES (OPERATIONAL SUPPORT SERVICE)	4
4	INTRODUCTION TO MPS REQUIREMENTS	4
5	CONTRACT COMMENCEMENT, GO LIVE DATE & CONTRACT DURATION	8
6	INFORMATION TO THE TENDERER	9
7	THE MPS RESERVES THE RIGHT TO:	10
8	GOVERNING LAW	10
9	TERMS AND CONDITIONS OF CONTRACT	10
10	PRICING THE TENDER	11
11	CONTRACT OBJECTIVES:	12
12	SPECIFICATION FOR HAZARDOUS WASTE MANAGEMENT SERVICES	12
13	HEALTH AND SAFETY	30
14	INVOICING & PAYMENT REQUIREMENTS	30
15	QUALITY MANAGEMENT SYSTEMS	31
16	CONTINUOUS IMPROVEMENT, VALUE FOR MONEY AND BENCHMARKING	32
17	SATISFACTION SURVEYS	33
18	BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR)	33
19	RESPONSIBLE PROCUREMENT	34
20	ENVIRONMENTAL COMPLIANCE	34
21	CHANGE CONTROL/ CONTRACT VARIATIONS	36
22	SECURITY	37
23	VETTING	38
24	INSURANCE	38
25	DISPUTE RESOLUTION	38
26	STORAGE / RETENTION	39
27	PROCESSING OF PERSONAL DATA	39
28	HR POLICY	39
29	CONTRACT EXIT MANAGEMENT	39

1 GLOSSARY OF TERMS AND ABBREVIATIONS

Term	Definition
COSHH	Control of Substances Hazardous to Health
CTC	Counter Terrorism Check
DSC	Designated Security Coordinator
DVSA	Driver and Vehicle Standards Agency
EPA Compliant	Environmental Protection Agency Compliant
HGV	Heavy Goods Vehicle
IAM	Institute of Advanced Motorists
iProcurement	The MPS' ordering system for the wider organisation (all locations across the Metropolitan Policing District)
KPI(s)	Key Performance Indicator(s)
LGV	Light Goods Vehicle
LOLER	Lifting Operations and Lifting Equipment Regulations
MI	Management Information
MOPAC	Mayor's Office for Policing and Crime (The Contracting Authority)
MPS	Metropolitan Police Service
NPPV1	Non-Police Personnel Vetting
PO	Purchase Order
R&M	Repair and Maintenance
SDS	Safety Data Sheet
SLA	Service Level Agreement
SVS	Social Value and Sustainability
TranMan	The system used by the MPS' Fleet Services to manage fleet and place order for goods and services
VFM	Value for Money
VOR	Vehicle Off the Road
Working Day	Monday to Friday – 8:00 to 16:00 excluding Bank Holidays

2 INTRODUCTION

- 2.1 Founded by Sir Robert Peel in 1829, the Metropolitan Police Service (MPS) is one of the oldest police services in the world. From the beginning, the purpose of the MPS has been to serve and protect the people of London by providing a professional police service. This remains our purpose.
- 2.2 Our mission is to keep London safe for everyone.
- 2.3 Ensuring the safety of London's population is a core responsibility of the MPS. It is the MPS's role to ensure that communities across one of the world's premier cities are safe, as they go about their business, whether at home, at work or visiting. London is a multi-cultural city with many nationalities and 300 different languages spoken, it is also one of the most visited cities in the world – and ensuring that the MPS meets the needs of each of these communities is a complex and challenging task.
- 2.4 MPS is the biggest police service in the UK, ensuring the safety and security of a thriving political, economic, cultural, technological capital. London is a global city with an ever-changing population that is currently just under 9 million and expected to reach 10 million by 2030. The MPS is responsible for policing a geographical area of 620 sq. miles. To deliver this, the area is divided into 12 Basic Command Units (BCU's). The MPS staffing structure on January 2025 was as follows:
 - 33,297 - Warranted officers
 - 11,251 - Police Staff
 - 1,475 - Police Community Support Officers
 - 1,140 - Special Constables
- 2.5 These officers are deployed across various commands, some of which are specialist in nature. The MPS also has a responsibility for protection in Royal, Diplomatic and Parliamentary matters, as well as a significant presence in the national response to serious organised criminality, including the lead for Counter Terrorism.
- 2.6 A constantly changing city needs a police service that remains at the cutting edge of policing demands, trends, and innovation; the MPS's plans for the next few years is to move away from the traditional way of policing, towards a truly modernised police service.

3 INTRODUCTION TO MPS FLEET SERVICES (OPERATIONAL SUPPORT SERVICE)

- 3.1 MPS Fleet Services supports the mission to keep London safe by delivering and maintaining a fit-for-purpose, available and flexible Fleet. From planned operations to frontline response, our priority is to keep the Met moving by equipping our officers and staff with the vehicles and driving assistance they need, both now and in the future.

4 INTRODUCTION TO MPS REQUIREMENTS

- 4.1 The MPS, on behalf of the Contracting Authority, the Mayor's Office for Policing and Crime (MOPAC), is seeking to tender for a replacement contract for the Provision of Hazardous Waste Management Services, via an Open procedure in accordance with the Procurement Act 2023.
- 4.2 During the period of this contract, the range of Hazardous Waste Management Services could vary and/or increase, due to the diversity of the MPS retained fleet. The volumes may also increase or decrease due to the impact of plans to recruit or scale back police

The Provision of Hazardous Waste Management Services

officers to the MPS. A flexible and scalable solution is required in order to meet and deliver this requirement.

- 4.3 The MPS is seeking to contract with a single Supplier who is able to supply Hazardous Waste Management Services to its current workshops in Belvedere, Heathrow, Vauxhall, Wapping and Rainham (the awarded Supplier may be required to deliver to other MPS premises if required over the life of the contract) upon commencement of the contract.
- 4.4 The tender opportunity and as such the contract does not provide any guarantee of revenue to the successful awarded Supplier. The contract is demand led, as and when the service for Hazardous Waste Management is required. Please be aware there will be no reimbursement for any loss of revenue that the Tenderer, who subsequently becomes the awarded Supplier, predicts or predicted, as a result of this tender opportunity/Contract.
- 4.5 The MPS shall be seeking simplistic pricing for this contract together with stability of cost. To allow the MPS to sufficiently budget especially where the contract is demand led, the tender opportunity will require Tenderer's to fix their costs for a period of three years. The pricing schedule (Annex E) will provide more information.
- 4.6 The requirement for the MPS to arrange Hazardous Waste Management Services is dependent wholly on demand for the services. The demand does not follow a set pattern and requests for Hazardous Waste Management Services are subject to fluctuations, as mentioned, this contract will be demand led.
- 4.7 Please see below tables (Table 1 and 2), illustrating a statistical snapshot of a 12-month period for Hazardous Waste Management Services. The data has been taken from a 12-month period. Please note, the MPS do not claim complete accuracy in this data, therefore the Tenderer shall not take this data as final or interpret any future revenue through an award of contract.

4.8 Historical 12-month usage of Collection and Equipment

Table 1: Collection and delivery of hazardous waste

Waste Category	Waste Description	Total Size of Bin/Tank/Drums	Number of collections per year				
			Heathrow	Ponton Road	Paragon	Rainham	Wapping
Oil Contaminated	Gloves & Oil Absorbent Pads	205 Litre Drum	4	12	24	96	12
	Soiled Rags	205 Litre Drum	12	12	12	48	
	Soiled Granules	205 Litre Drum	4	4	12	48	
Oil collection	Oil Waste	1000-1800L Tank	6	12	4	24	
Waste Fluids	Anti-Freeze Collection	205 Litre Drum	12	12	12	12	12
	Brake Fluid	205 Litre Drum	12	12	24	24	
	Waste paint	205 Litre Drum			12		
	Parts Cleaning Fluid	Container provided with equipment	12	12	12		
	Mix/Contaminated Fuels Collection	205 Litre Drum	4	12	12	12	12
Empty Containers	Waste Aerosol Cans	205 Litre Drum	4	12	24	48	12
	Waste paint Tins	205 Litre Drum			12		12
	Oil Containers (5/10/20 Litre Drum)	IBC	8		12	24	
	Empty Oil Container	800 Litre					12
	Empty Plastic Drums	205 Litre Drum	36	36	96		

The Provision of Hazardous Waste Management Services

	Empty Oil Drums	205 Litre Drum	28	72	72	180	
Batteries	Wet Batteries	Battery Boxes	8	12	24	24	1
	Lithium Batteries	Battery Boxes	1	2	2	2	
Filters	Engine Fuel and Oil Filters	205 Litre Drum	12	12	24	24	
Explosives Materials	Seat Belts	Explosives Safe	20	1	1	2	
	AirBags	Explosives Safe		1	1	2	
Electrical Equipment	Electrical Waste	N/A		12	24	12	
TOTAL			183	248	416	582	73

Table 2: Equipment / machines for cleaning of fleet vehicle parts:

Waste Description	Heathrow	Ponton Road	Paragon	Rainham	Wapping	TOTAL:
M950 Kleenwipes - Red Grade 1 Wipes	1	1	1	4		7
M100 Aqueous Manual Parts Washer 100 Volts	1	1				2
M190 JetKleen Aqueous Parts Washer 230 Volts			2	1		3
M267 Break Cleaner Air		2	2	4		8
M205 Automatic Hotwash (Small)				1		1
M215 Auto Aqueous					1	1
M340 Parts Cleaner					1	1
M706 Spray Gun Cleaning			2			2

The Provision of Hazardous Waste Management Services

- 4.9 The MPS have discretion to allocate work outside of the Contract for some or all of the services. This contract does not provide exclusivity to the awarded Supplier for services arising from this contract. The circumstances where re-allocation of contract provisions to another provider may occur when:
- In an emergency where the incumbent Supplier is unable to fulfil a request,
 - In circumstances of non-attendance/non-performance to the required standard – of the awarded Supplier,
 - In times of peak demand, either planned or spontaneous,
 - If the awarded Supplier has been suspended pending an investigation,
 - If the awarded Supplier has been terminated and competition is not opened due to extreme urgency of contracting with another provider,
 - Any other reason not stated within the SoR and within the discretion of the MPS.
- 4.10 Whilst the MPS has made every effort to include all requirements at the time of Tender publication, the Tenderer and subsequently the awarded Supplier, shall accept and acknowledge that there may be instances where “Requirements”, by no fault of the MPS, may have been overlooked but which may become apparent during the course of the contract; specifically in the first 12 months from contract commencement. The MPS shall expect the awarded Supplier to support any minor overlooked requirements within this SoR, where it does not alter pricing. Any changes to the contract will need to be approved by both parties via the Change Control Procedure.
- 4.11 The MPS is committed to eliminating all carbon emissions across its vehicle fleet as soon as possible and working towards meeting the Mayor’s Office target to make London a net zero carbon city by 2030. It is vital that the supplier can support the MPS with meeting this target. Please see Section 21: Environmental Compliance for more detail.
- 4.12 Please continue to read the SoR here forth in its entirety to fully understand the MPS requirements and expectations from this contract. A dedicated section of the SoR outlines the “Specification” requirements for the provision of Hazardous Waste Management Services.

5 CONTRACT COMMENCEMENT, GO LIVE DATE & CONTRACT DURATION

- 5.1 The MPS are seeking to execute a contract by Wednesday 1st April 2026. This date (1/4/2026) will be seen as the “Contract Commencement Date”. Please note; the Contract Commencement Date is subject to change without any liability to the Authority for whatsoever reason.
- 5.2 Following on from a signed/executed contract, the MPS are seeking a Go Live date of Friday 1st May 2026. The Go Live date will signify the date of when services can be accessed via the Supplier by the MPS. If services are available from the awarded Supplier before the Go Live date, the MPS will decide if to use the services before Go Live. Please note, the Go Live date (1/5/2026) is subject to change without any liability to the Authority for whatsoever reason.
- 5.3 Between the Contract Commencement Date and Go Live date, it is the expectation that any implementation of the contract with the awarded Supplier is completed during this time. Both parties to this contract shall work in partnership to complete any necessary implementation required.

The Provision of Hazardous Waste Management Services

- 5.4 The MPS will be seeking to award a contract to the awarded Supplier for an initial term of 36 months. The MPS will have a unilateral option to extend the contract for further period of up to 24 months (1 x 12 months + 1 x 12 months).
- 5.5 The total contract duration including all foreseen extensions will be up to 60 months.
- 5.6 The extension periods shall be subject to (but not limited to):
- The organisational requirements of the MPS,
 - The Supplier maintaining levels of performance which are acceptable to the MPS throughout the preceding initial contract period,
 - The Supplier offering levels of pricing and value, which are acceptable to the MPS for the extension period.

6 INFORMATION TO THE TENDERER

- 6.1 The SoR is intended to provide the Tenderer sufficient information on MPS requirements and to allow the Tenderer to make an informed decision about whether to submit a tender response or not. It is strongly recommended that the Tenderer read this document (SoR) and all other tender documents in full, before attempting to complete and submit any tender response documents to the MPS.
- 6.2 The SoR in its entirety has been written to reflect the MPS requirements and furthermore, principles of the MPS contractual arrangements with the awarded Supplier. To that effect and by submitting a tender to the MPS and following contract award, the SoR in its entirety shall be contractually binding.
- 6.3 All evidence submitted by the Tenderer as part of the tender bid and in its entirety including: technical evidence (that is either scored or for information only), Pass/Fail compliance criteria, pricing information, tender questions and any other tender response provided (or requested by the MPS), will be considered by the MPS as the tenderer's confirmation of capability and compliance and will be used to form the basis of the contract should the Tenderer become the awarded Supplier. This is to ensure that both parties (MPS & awarded Supplier) are working in accordance with the Supplier's tender proposal.
- 6.4 The Tenderer will need to confirm compliance with the SoR in its entirety, specifically; the Supplier shall conform to the "Specification – Section 12" as described within this SoR, including all obligations on award of contract.
- 6.5 No Tenderer will undertake any publicity activities with any part of the media, in relation to the contract or this Invitation to Tender (ITT) process, without the prior written agreement of the MPS, including agreement on the format and content of any publicity. This clause applies to pre and post award of contract, where the Tenderer subsequently becomes the contracted Supplier to the MPS.
- 6.6 This SoR and ITT in its entirety is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability, inaccuracy or incompleteness is therefore expressly disclaimed by the MPS and its advisers.
- 6.7 Tenderers will not be entitled to claim from the MPS any costs or expenses, which they may incur in preparing their tender, whether or not their tender is successful and regardless of whether a contract is awarded.

7 THE MPS RESERVES THE RIGHT TO:

- 7.1 Not be financially committed to value and/or volume at any point within the contract duration, both within the initial period and any executed extensions unless otherwise stated.
- 7.2 Not to enter into any contractual or other arrangement with any Tenderer, in any way and expressly reserves the right to discontinue or vary this procurement process at any time, by written notice to all Tenderers.
- 7.3 Seek clarification or request documents in respect of a Tenderer's submission (in its entirety).
- 7.4 Seek clarification in respect of abnormally low pricing/cost. The MPS shall scrutinise very carefully where a tender contains a price that appears to be abnormally low (having regard, amongst other things, to the prices submitted in other tenders received).
- 7.5 Reject a Tenderer's bid submission in its entirety should it be found, following full review, that the price bid is abnormally low. The MPS decision is final.
- 7.6 Disqualify any Tenderer that does not submit a compliant tender in accordance with the instructions in this ITT (in its entirety).
- 7.7 Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest or the tender process.
- 7.8 Withdraw this ITT at any time and/or rewind the procurement process and re-invite Tenders on the same or any alternative basis.
- 7.9 Choose not to award any Contract as a result of the current procurement process; and/or make whatever changes it sees fit to the timetable, structure or content of the procurement process (in its entirety).
- 7.10 Not accept the lowest bid or any tender as submitted by a potential Tenderer.
- 7.11 Raise clarifications within the tender process that may not reference any content of the SoR or other ITT tender documents and the tenderer's response, but the clarification is relevant to the MPS to aid evaluation or a concern.
- 7.12 Award a contract to the next placed compliant Tenderer should the award against the first (1st) ranked Tenderer not proceed for any reason. The MPS decision is final.

8 GOVERNING LAW

- 8.1 All tender discussions with Tenderer's will be conducted, and all documents, proposals and tenders will be prepared, in the English language. The procurement process and any contract arising will be subject to English law and the exclusive jurisdiction of the English courts.

9 TERMS AND CONDITIONS OF CONTRACT

- 9.1 A copy of the Terms and Conditions is available to download (via the e-tender portal) as part of this ITT.

The Provision of Hazardous Waste Management Services

- 9.2 No variations to the MPS Terms and Conditions will be considered, unless where proposed changes are acceptable to the MPS and are not material to the terms published at the outset.
- 9.3 The Tenderer shall complete all documents within the ITT pack as instructed and follow the guidance and instructions contained within the document.
- 9.4 Tenderers should note that variant bids will not be accepted for this tender opportunity.

10 PRICING THE TENDER

- 10.1 The MPS will require, as part of this new contract, price stability and simplistic pricing.
- 10.2 On award of contract with the Supplier, the MPS shall expect to pay the tendered price as submitted in the tender (an all-inclusive bid excluding VAT and any associated taxes) for this contract.
- 10.3 There may be occasions where the MPS require additional services outside the scope of this Contract, which are not material to change but may require payment. Any additional services and costs must be formally agreed in writing by the MPS prior to fulfilment.
- 10.4 The awarded Supplier's final tendered pricing for Goods and Services, submitted as part of the tender bid, will be submitted as a fixed price and will remain fixed against the length of time stipulated on the Pricing Schedule.
- 10.5 The tendered price shall come into force on day one of contract commencement.
- 10.6 In contract, any decrease in pricing may be accepted by the MPS, based on the Supplier's justification for the decrease and that there is no compromise on the specification/quality/delivery of Goods and Services, in relation to the tendered proposal. Any decrease in pricing (in contract) will be agreed by both parties (MPS & awarded Supplier) followed by a change control/contract variation.
- 10.7 All potential Tenderers must pay special attention to this SoR and the ITT, to ensure that all elements that are to be part of the final costs are tendered in their ITT submission (direct and in-direct costs).
- 10.8 In contract, the MPS shall require the Supplier to make available a dedicated Contract Manager for this new contract. The role of the Contract Manager may include, but not limited to: the day-to-day running of the MPS contract, answering MPS emails and telephone calls, invoicing, data recording, data analysis, Management Information (MI) creation, dealing with complaints, MS Teams meetings via an agreed frequency and face-to-face meetings at nominated MPS sites.
- 10.9 It is important for the MPS to sufficiently budget on award of contract, therefore the Tenderer's ITT proposal must be costed in full and fixed for the duration stipulated on the pricing schedule.
- 10.10 The MPS will only accept bids in Pounds Sterling (£) and all payments to the awarded Supplier shall be transacted in Pounds Sterling (£). Please note, all payments in respect of Goods and Services, as stipulated in this SoR, shall be made to the awarded Supplier only.

The Provision of Hazardous Waste Management Services

- 10.11 Any 'missed' costs by the Tenderer, who then subsequently is the awarded Supplier, which increase the final submitted tendered pricing on award of contract (and in contract – the fixed term), shall not be subsequently accepted by the MPS.
- 10.12 Value for money either in monetary form or in efficiencies, is key to the MPS. The awarded Supplier shall, throughout the contract duration, demonstrate value for money to the MPS and ensure that value for money initiatives are being carried out and adopted within the contract.
- 10.13 The MPS is also keen that the awarded Supplier conducts its own internal benchmarking exercises, to ensure they remain competitive within the industry of the Goods and Services being procured for this contract.
- 10.14 Should the MPS feel that the contract is not providing best value for money, the MPS may conduct its own benchmarking exercise on any aspect of the Goods and Services procured through this contract. MPS benchmarking will consist of external market consultation and the request for pricing within the relevant industry. The awarded Supplier shall co-operate with the MPS in achieving best value for this contract.
- 10.15 The MPS shall be seeking flat fixed rates without surcharges for peak periods.

11 CONTRACT OBJECTIVES:

- 11.1 The MPS objectives for this tender opportunity and replacement contract are:
- 11.1.1 To secure a Supplier offering the most economically advantageous tender (MEAT), having regard to both price and non-price criteria ensuring best value and quality across the contract,
 - 11.1.2 To balance the need to optimise competitiveness through the tendering process, whilst ensuring the MPS keep the process efficient and focused on only those Tenderer's with a viable chance of succeeding in the competition,
 - 11.1.3 To secure a Supplier with industry experience and capabilities to fulfil all aspects of the requirements and to work in partnership with the MPS,
 - 11.1.4 To be provided with MI via an agreed frequency in easily readable format to inform MPS decision making,
 - 11.1.5 To be able to use up to date industry e-platforms with the possibility of integration and or single sign on portals, providing live information to the MPS,
 - 11.1.6 To secure a Supplier who is able to offer innovative solutions throughout the contract term, to ensure best value and efficiencies,
 - 11.1.7 To achieve/comply with any environmental, corporate or social responsibility targets set by the MOPAC, Government or EU.

12 SPECIFICATION FOR HAZARDOUS WASTE MANAGEMENT SERVICES

- 12.1 This section of the SoR (Section 12) provides the Tenderer with in-depth information of specific contract deliverables that the awarded Supplier will need to comply with in the contract.
- 12.2 Details are provided through various sub-headings throughout this section. The Specification as stated will be mandatory (unless otherwise stated) for the Tenderer to

The Provision of Hazardous Waste Management Services

comply with and subsequently, should the Tenderer become the awarded Supplier, the same will apply.

12.3 SCOPE:

12.4 The service is for the supply and maintenance of workshop parts cleaning equipment and the collection and delivery of both hazardous and non-hazardous waste. This provision is essential to ensure the MPS remains compliant with its statutory obligations, particularly in safeguarding the health and safety of its employees, fleet drivers, and other road users.

12.5 The scope of this requirement consists of a fully supported service provision. This includes, but is not limited to:

- Supply of equipment / machines for cleaning of fleet vehicle parts,
- Service and maintenance of parts and cleaning equipment / machines,
- Supply of associated consumables such as cleaning solutions that are not classified as hazardous
- Collection and delivery of hazardous waste in accordance with environmental and waste regulations.
- Collection of waste materials on an ad-hoc basis as advised by MPS including, but not limited to: pallets, carboard, windscreens etc.

12.6 The awarded Supplier shall be required to support income generation for the MPS by purchasing surplus items, including but not limited to scrap metal and other materials identified by the MPS as suitable for resale or recycling. The supplier will be responsible but not limited to:

- Collection and Purchase: Arranging for the collection and purchase of designated items from MPS premises.
- Fair Market Value: Ensuring that all purchases are made at fair market value, in compliance with relevant legislation and ethical standards.
- Reporting and Transparency: Providing detailed reports of purchased items, quantities, and associated payments to maintain full transparency.
- Environmental Compliance: Managing disposal or recycling in accordance with environmental regulations and sustainability best practices.

12.7 EQUIPMENT

12.8 The MPS will require the awarded Supplier to loan the equipment (or equivalent equipment that achieves the same results) outlined in Annex E – Pricing Schedule Section 2.

12.9 The MPS must provide at least 10 working days' notice and reserves the right to amend the volume of equipment required, as outlined in Table 2, over the life of the contract.

12.10 EQUIPMENT SERVICING AND MAINTENANCE

12.11 The awarded Supplier, in conjunction with the equipment manufacturer, will be responsible for maintaining a minimum annual schedule of visits with the MPS Workshop Lead, to ensure that the equipment provided under this contract is free from faults and in good working condition in accordance with manufacturer instructions and any statutory guidelines. The awarded Supplier will be required to share their proposed schedule of planned service visits during the implementation phase of the contract.

12.12 Currently, the MPS has a preference for six-weekly servicing and maintenance of cleaning equipment which should include routine equipment checks and repairs alongside a

The Provision of Hazardous Waste Management Services

planned service visit to each workshop. The servicing and maintenance should include but is not limited to: solvent parts cleaning units, mobile aqueous brake/clutch air blade with rust inhibitor, automatic aqueous industrial hot wash cleaning unit with rust inhibitor, vehicle paint spray gun dual cleaning unit, and wipes station.

- 12.13 The frequency of servicing and maintenance is to be agreed with the Workshop Lead during the implementation stage and would expect the awarded Supplier to be flexible in meeting the MPS requirements.
- 12.14 The awarded Supplier should provide the Workshop Lead with relevant safety related documentation following any service and maintenance of the equipment and a record of any consumables replenished. Please refer to Clause 12.66 (Accreditation and Licencing section) for further details on documentation timelines.
- 12.15 In addition to the above, the awarded Supplier in conjunction with the manufacturer, will be expected to provide a technical support service for instances where there are troubleshooting questions or errors with the equipment. This service shall be available during office hours (here defined as Monday to Friday between 07:00 - 16:00, (BST), excluding Bank Holidays).
- 12.16 The awarded Supplier, in conjunction with the manufacturer, must have the capability to resolve or fix faults with equipment which prevent the MPS from using them properly. The awarded Supplier must attend and rectify these faults within 48 hours (excluding weekend and bank holidays) of being reported, unless an extension period is agreed with the relevant Workshop Lead on a case-by-case basis. This extended period agreed, must be reported within the MI data against KPI 1 and KPI 5 within the KPI table.
- 12.16.1 KPI 1 (Monthly Management Information) – any extension period agreed by both parties should be presented in the accuracy of the MI data.
- 12.16.2 KPI 5 (Machine repairs and faults) – the data provided in KPI 1 would be supporting evidence to mitigate KPI 5 failure to prior agreement of rectification outside of the 48 hour timeline.
- 12.17 Where the faults do not prevent use of equipment, the awarded Supplier in conjunction with the manufacturer should rectify the faulty equipment within 5 working days of the MPS notifying the Supplier. The awarded Supplier shall assign a Unique Reference Number (URN) for tracking purposes and any necessary actions shall be communicated to the MPS and discussed at the relevant meeting(s).
- 12.18 Where equipment cannot be repaired and a replacement(s) is required, the awarded Supplier in conjunction with the manufacturer, must replace the equipment within 5 working days from date and time of incident being reported.
- 12.19 **WASTE COLLECTIONS AND DELIVERIES**
- 12.20 The MPS will require the awarded Supplier to provide a waste collection/delivery service for all items outlined in Annex E – Pricing Schedule Section 1.
- 12.21 The MPS must provide reasonable notice and reserves the right to amend the volume of waste collection/delivery required as outlined in Table 1, over the life of the contract.
- 12.22 Currently, each MPS workshop has a range of items that are collected/delivered at variable frequencies, ranging from 2 weeks to 12 weeks. Each workshop's frequency of collection and delivery will be agreed by the awarded Supplier and MPS Workshop Lead

The Provision of Hazardous Waste Management Services

at the time of implementation, however this could be subject to change throughout the life of the contract according to MPS demand.

12.23 Throughout the life of the contract, the MPS may seek alternative options outside of the stated timeframes and would expect the awarded Supplier to be flexible with meeting the MPS requirements. The MPS will conduct a quarterly review with the awarded Supplier to review frequency and/or volumes of waste collection per workshop.

12.24 Additionally, the MPS workshops require a range of items to be collected/delivered on an ad hoc basis. The MPS Workshop Lead would notify the awarded Supplier for a collection requirement, this collection and/or delivery should occur within 5 working days from receipt of a MPS order.

12.25 The MPS will require the awarded Supplier to provide either 205 litre drums or 240 litre wheelie bins as outline in the Pricing Schedule (Annex E) for the duration of the contract.

12.26 In Annex E – Pricing Schedule Section 1, the awarded Supplier will be required to submit a price per line item for collection, based on the full weight of a drum or wheelie bin.

12.27 INDICATIVE VOLUMES

12.28 The data outlined in Table 1 and 2 are indicative volumes from all current MPS Workshops. Table 1 outlines a breakdown of waste collections and Table 2 outlines a breakdown of equipment volumes required for each Workshop.

12.29 The equipment outlined in Annex E - Pricing Schedule are currently located within MPS Workshops. Any similar or equivalent equipment, which also achieves the same results, and meets the service required, will be considered. Any changes to the equipment list are subject to MPS approval.

12.30 The MPS requires flexibility within the contract to change, upgrade or replace the original contracted equipment for alternate models. For example, if the MPS technical requirements in relation to the equipment are updated and current machinery does not meet the new requirements or there is a version of the machinery that is more environmentally stable (e.g. water-based solutions). Any changes to the equipment list are subject to MPS approval.

12.31 EMERGENCY SERVICE VISITS

12.32 The MPS would require the awarded Supplier to provide an Out of Hours emergency contact number and email address at no additional cost to the MPS.

12.33 If any of the MPS sites that the awarded Supplier serves under this contract have equipment breakdown and/or run out of cleaning solutions/fluid, or where the MPS require an urgent service visit, the awarded Supplier must arrange for a visit to take place within 24 hours of receiving the request. In such emergencies, the awarded Supplier will be expected to provide a service to the MPS including weekends and Bank Holidays.

12.34 ORDERING PROCESS

12.35 The MPS use their own system: Transport Management System (TranMan) to place service requests. TranMan is used to manage the MPS Fleet and to place orders for Goods and Services. The awarded Supplier must be able to accommodate the MPS ordering process, which includes the awarded Supplier being able to receive Purchase Orders (POs) from the MPS via email.

The Provision of Hazardous Waste Management Services

- 12.36 The awarded Supplier must provide the relevant information as outlined in Clause 12.38 but not limited to: delivery note with each collection or delivery clearly stating the MPS PO number for items collected and/or delivered to the workshop, delivery or requirement services and maintenance and quantity. This information is necessary to enable the MPS to confirm receipt of Goods and Services delivered by the awarded Supplier.
- 12.37 In an emergency, the awarded Supplier must accept orders via email which will be followed up with an MPS PO.
- 12.38 All bookings made by the MPS must be assigned a Unique Reference Number (URN) to differentiate between each MPS order and to ensure ease of tracking. The following information should be provided on a Purchase Order for each request for service:
- Account number and Cost Centre.
 - Collection/ Delivery Item
 - Collection/ Delivery Quantity
 - Collection/ Delivery Location
 - Special Instructions where required.
- 12.39 **CANCELATIONS AND AMENDMENTS TO BOOKINGS:**
- 12.40 The MPS reserve the right to cancel or amend their request for a waste collection or delivery due to take place 48 hours before the agreed booking time, at no charge for either cancellations or amendments to request.
- 12.41 If the awarded Supplier cancels or does not deliver the entire order, the service credit regime will apply as outlined in Table 3 (KPI Table).
- 12.42 **DELIVERY**
- 12.43 It is the awarded Suppliers responsibility to ensure that all vehicles accessing MPS workshops have dash cameras switched off or covered when entering the premises. Site security protocols will be shared with the awarded Supplier following contract award via the relevant MPS Workshop Lead. It is the responsibility of the awarded Supplier to ensure that all drivers are aware of the site security protocols when entering any MPS premises.
- 12.44 Once a request for collection and delivery service has be processed, the awarded Supplier shall provide the MPS with a confirmation, including the scheduled date and time window.
- 12.45 On occasions when the collection and/or delivery time is delayed or the date is missed, the awarded Supplier must provide explanations and inform the MPS when the next quickest available date will be. This must be detailed in the monthly MI reports.
- 12.46 The awarded Supplier will ensure its drivers manage potential punctuality problems on planned journeys with adequate GPS systems and to keep up to date with any road traffic congestion along the designated route. Any associated costs in relation to vehicle technology in assisting traffic management on London/UK roads for this contract, will be at the awarded Supplier's cost.
- 12.47 All drivers attending MPS workshops may be required to be escorted around the premises by an MPS member of staff.

The Provision of Hazardous Waste Management Services

12.48 IMPLEMENTATION

- 12.49 Post contract award and prior to contract Go-Live, the awarded Supplier is expected to work collaboratively with the MPS to transition the service from the incumbent Supplier.
- 12.50 Post contract award, the awarded Supplier will undertake a thorough site visit at each MPS workshop in order to fully understand the collection requirements in terms of waste type, waste size, quantity of collection and frequency of collection.
- 12.51 During this site visit, the awarded Supplier and the MPS Workshop Lead will agree the total number of each equipment item required, alongside location within workshop and servicing and maintenance requirements.
- 12.52 The awarded Supplier will be granted access to each MPS workshop premises, subject to prior notification. Access will be limited to specified areas of the workshop, as agreed with the MPS Workshop Lead. All personnel must adhere to MPS site requirements, including but not limited to: signing in/out procedures, wearing appropriate identification and PPE.
- 12.53 Weekly meetings will be required during the implementation phase of the contract with Contract Managers and Workshop Leads.

12.54 TRAINING

- 12.55 The awarded Supplier must provide MPS workshop staff with adequate training (training to competently use all equipment supplied as part of this contract) from the start of the contract and throughout the course of this agreement in order for all staff to be confident in using the equipment.
- 12.56 The awarded Supplier may be required to train any new or existing MPS staff that will be using this equipment when necessary.
- 12.57 The awarded Supplier may be required to provide equipment refresher training every 12 months, if required by the MPS. The awarded Supplier will liaise with the MPS Workshop Lead to agree a schedule for refresher training to take place.
- 12.58 All training will be undertaken at a MPS workshop.

12.59 SUBCONTRACTING

- 12.60 Sub-contracting is the practice of assigning, or outsourcing part of the obligations and tasks under a contract to another party, known as a sub-contractor and/or third-party representative.
- 12.61 Where the awarded Supplier intends to use Sub-contractors to deliver these services to the MPS, the awarded Supplier must notify the MPS in advance. The MPS reserves the right to reject the Sub-contractor if there are concerns on security and / or quality.
- 12.62 It is the awarded Suppliers responsibility to ensure that the terms and conditions for delivering this contract with the MPS are adhered to by all subcontractors.

12.63 SUPPLIER PERSONNEL AND CONDUCT

- 12.64 The MPS expects a professional standard from the awarded Supplier's Company and staff. Staff appearing in the public domain must behave in a professional manner and dress appropriately in line with the awarded Supplier's company uniform / dress policy.

The Provision of Hazardous Waste Management Services

- 12.65 All delivery drivers assigned to this contract must have photographic identification visible showing, at minimum, the following details: full name, an employee number or equivalent reference linking the driver to the Company.
- 12.66 **ACCREDITATION AND LICENCING**
- 12.67 The awarded Supplier shall perform its obligations under this contract in accordance with the Law and Good Industry Practice, including operating under required minimum ISO standards, complying with all statutory and legal requirements stated within, either, this document (SoR), the MPS Terms and Conditions or current Government legislation set within the relevant Hazardous Waste Management Services industry.
- 12.68 The awarded Supplier shall work with the MPS compliantly ensuring adherence to regulated bodies at all times and throughout the duration of the contract.
- 12.69 The awarded Supplier shall acknowledge that liability shall solely remain with the awarded Supplier for all matters concerning all accreditations, operating within current law, legislation and ISO standards and ensuring that all these matters are reviewed and updated accordingly. It is up to the awarded Supplier to advise the MPS of any non-compliance that may occur over the course of the contract. Failure to advise of non-compliance and knowingly doing so shall result in a breach of contract and termination of contract may be enacted.
- 12.70 The awarded Supplier is to ensure all relevant sections of Consignment Note/Controlled Waste Transfer Note/Collection Note are completed. At the time of waste collections, a paper or electronic copy of the Consignment Note should be provided to the Workshop Lead. An electronic copy of section E of the Controlled Waste Transfer Note should be provided to the Workshop Lead once the waste is received at the Transfer Centre. Section E should be provided to the MPS Workshop Lead within 7 working days from collection. The awarded supplier must comply with legal requirements under the Environmental Act 2021.
- 12.71 The awarded Supplier must hold all relevant Waste Permits, and Licencing as outlined below or equivalent, or any subsequent law or regulation which supersede these provisions but not limited to:
- Carrier Certificate
 - Waste Permit
 - Waste (England and Wales) Regulations 2011
 - Hazardous Waste Regulation 2005
- 12.72 The MPS will require the awarded Supplier to already have in place at the time of Tender response (deadline of the Tender opportunity) or working towards and completed before Contract Commencement date the following minimum ISO standards:
- 12.73 ISO/IEC 27001 (international standard for information security management). ISO 27001 sets out a framework for all organisations to establish, implement, operate, monitor, review, maintain and continually improve an ISMS (information security management system).
- 12.74 ISO 14001 is an Environmental Management System (EMS), which provides a system for measuring and improving an organisation's environmental impact.

The Provision of Hazardous Waste Management Services

- 12.75 ISO 9001 is the international standard that specifies requirements for a quality management system (QMS) to demonstrate the ability to consistently provide products and services that meet customer and regulatory requirements.
- 12.76 ISO 45001 is an Occupational Health and Safety Management System (OHSMS), which provides a system for measuring and improving an organisation's health and safety impact.
- 12.77 Throughout the duration of the contract, the MPS shall reserve the right to request copies or evidence from the awarded Supplier of any certification/accreditations in relation to this contract. The MPS reserve the right not to give a reason for the request. The awarded Supplier shall act reasonably in any request by the MPS and shall endeavour to provide such requested evidence within 5 working days from the point of request.
- 12.78 **CONTRACT MANAGEMENT**
- 12.79 In contract, the MPS will regularly check the awarded Supplier's progress to ensure that contractual obligations are being met and that all conditions and clauses within this SoR are followed and acted upon. This will also extend to the Terms and Conditions of the main contract (signed by both parties).
- 12.80 This management approach will require regular meetings between the MPS and the awarded Supplier, where performance and other relevant issues can be discussed to ensure the contract runs smoothly and issues can be dealt with swiftly in the best interests of both parties. Poor performance will be raised promptly so the awarded Supplier can address the issues and rectify them.
- 12.81 The MPS may provide revised instructions to the awarded Suppliers Contract Manager in regards to this Contract. It should be their responsibility to ensure the information is provided to the Tenderer and any actions implemented.
- 12.82 **IMMEDIATE OBLIGATIONS OF THE AWARDED SUPPLIER FOLLOWING COMMENCEMENT OF CONTRACT:**
- 12.83 The awarded Supplier shall, within 5 working days of Contract Commencement, send to the MPS the name(s), email address and contact details of the awarded Supplier's Contract Manager(s) for this contract.
- 12.84 The awarded Supplier's Contract Manager shall act as the main point of contact for the MPS and will liaise with the MPS on all aspects concerning service delivery.
- 12.85 The role of the Contract Manager may include but is not limited to the day-to-day running of the MPS contract: answering MPS emails and telephone calls, invoicing, data recording, data analysis, MI creation, dealing with complaints, MS Teams meetings via an agreed frequency and face-to-face meetings at nominated MPS sites.
- 12.86 The awarded Supplier's Contract Manager and/or their deputy shall be present at all meetings with the MPS.
- 12.87 The awarded Supplier's Contract Manager shall be easily contactable during office hours: Monday to Friday between 07:00 till 16:00, (BST). The MPS may require some flexibility from the awarded Supplier's Contract Manager (outside of 07:00-16:00 hours) therefore, it would be desirable if the awarded Supplier's Contract Manager could accommodate this.
- 12.88 Secondary and tertiary deputies, who are authorised to the same level as the awarded Supplier's Contract Manager, will need to be identified within one month of Contract

The Provision of Hazardous Waste Management Services

Commencement and the details of those persons made available to the MPS. Communication between the MPS and the awarded Supplier will principally be through the Contract Managers of both parties.

12.89 CONTRACT MANAGEMENT PROTOCOL

- 12.90 The awarded Supplier will be wholly responsible for their nominated Contract Manager who will co-ordinate the day-to-day management of the service provision for this contract and liaise with the MPS on matters including, but not limited to: performance, staffing, issues, risk management, contract variations and contract expenditure.
- 12.91 The MPS will appoint its own Contract Manager to this contract to ensure an effective working relationship between both parties (MPS & awarded Supplier).
- 12.92 The MPS may employ more than one Contract Manager to oversee different areas of the contract. This is to ensure that the contract is managed in accordance with the MPS set requirements and that the awarded Supplier's contractual obligations are being met.
- 12.93 To ensure the needs of the MPS are met, the awarded Supplier will be required to adhere to certain conditions as follows;
- 12.94 The MPS reserve the right to request meetings, at short notice if required. This is to evaluate any areas of the contract that may be of concern or are flagged as high risk to the MPS.
- 12.95 The awarded Supplier's Contract Manager shall have overall responsibility for the contract and will support the MPS Contract Manager on all aspects concerning service delivery. It is also important that the awarded Supplier's Contract Manager is able to make decisions on the awarded Supplier's behalf and enforce change where necessary for the benefit of the MPS and the contract.
- 12.96 From time to time, the awarded Supplier may be requested to attend specially arranged meetings at any MPS premises (based in the UK). The awarded Supplier must cover its own costs in all travel arrangements to any arranged meetings held at MPS premises within the UK. The MPS also use Microsoft Teams as a communication tool in the event that face-to-face meetings are not possible. Please note this is not an endorsement by the MPS for the awarded Supplier to acquire this software/tool.
- 12.97 Monthly meetings will be acted in place when the contract is established. If the contract requires greater attention, more frequent meetings will be established until such point that the issues are resolved.
- 12.98 All meetings between the awarded Supplier and the MPS will be recorded in writing, with the expectation that both parties complete any actions they have within the given timeframes. Failure to attend meetings or to complete actions will require immediate corrective action on the part of the awarded Supplier, within the timeframe specified by the MPS.
- 12.99 The awarded Supplier must notify the MPS within 2 working days of any communication changes including: telephone numbers, support desk numbers, email addresses (including mailboxes), company address and any other modes of communication. The awarded Supplier will take full responsibility to notify the MPS of these changes.

12.100 RELATIONSHIP MANAGEMENT

12.101 The MPS wishes to build a strong relationship with the awarded Supplier to ensure an effective and mutually beneficial working relationship throughout the course of the contract. To that end it wishes to ensure an appropriate management, contractual and commercial relationship, delivered to a high professional standard.

12.102 The awarded Supplier shall, within 24 hours, report to the MPS any commercial implications of matters that:

- May involve action in a Court.
- Involve action by any other regulatory body.
- Raise questions of principle or financial policy.
- Possess unusual features or involve particular difficulty.
- Might arouse particular public interest or publicity.
- Are of particular importance or sensitivity which make reference to potential embarrassment to the MPS

12.103 FAILURE TO MEET SERVICE LEVELS

12.104 Any failure to meet Goods/Service levels provides a profound impact on the way MPS deliver to its customers and maintain operationally functional. Where there is evidence of decline in service delivery, the MPS shall need to address concerns with the awarded Supplier to ensure service delivery is unaffected.

12.105 The awarded Supplier will be required to attend performance meetings, with the frequency to be confirmed by MPS. These performance meetings may be conducted more frequently where there is a serious issue.

12.106 In the event of any failure to perform the services to the required standard, the MPS will request that the awarded Supplier submit a Rectification Plan. The Rectification Plan must detail what actions will be taken to remedy underperformance. Clear timelines must be submitted and agreed by MPS.

12.107 Where there is a continued trend of not performing to the standards required on three occasions or more within a period of six months, the MPS will escalate the performance issue with the awarded Supplier, which may result in suspension of contract until all matters are resolved. Any reinstatement of the awarded Supplier following contract suspension will be at the discretion of the MPS. If the matter/issue cannot be resolved, the MPS shall refer to the MPS contract terms and conditions. The MPS may seek termination of contract as a last resort.

12.108 FEEDBACK, COMPLAINTS AND SUPPLIER ESCALATION PROCEDURES

12.109 The awarded Supplier will be required to have an established customer complaints recording practice, with an escalation process. If an issue arises in relation to any aspect of service provision under this contract, the MPS and the awarded Supplier shall address the initial complaint within 24 hours of the complaint being raised. A resolution for the complaint should be agreed within 3 working days.

12.110 Any complaints that arise with Goods and Service delivery on individual orders shall be addressed in the first instance with the Workshop Lead and MPS Contract Manager.

12.111 The MPS will direct individual complaints concerning this contract to the awarded Supplier's Contract Manager.

The Provision of Hazardous Waste Management Services

- 12.112 The MPS Contract Manager will be the main point of contact for all wider quality and service performance aspects of the contract.
- 12.113 The awarded Supplier is required to have appropriate escalation points in place for contract resolution and complaints and provide this to the MPS within one month of contract award.
- 12.114 The awarded Supplier shall create and manage a feedback process for all MPS customers including that of the MPS Contract Manager(s).
- 12.115 The format and content will be agreed by the MPS and all resultant communications will be shared with the MPS Contract Manager.
- 12.116 **CONTRACT RISK**
- 12.117 The awarded Supplier shall take action in notifying the MPS within 24 hours of first becoming aware of any underlying risks that could harm or impact the contract and its service delivery during the lifetime of the contract.
- 12.118 For the purpose of this contract, the following “Risks” include, but are not limited to:
- 12.119 A negative change in financial standing, company restructure/remodel affecting labour and key personnel/expertise to the contract, loss of accredited licences affecting service delivery as per this contract requirement and any impending closure of business or part of the business that will impact the MPS’s requirements and the fulfilment of all or part of the awarded Supplier’s contractual obligations.
- 12.120 A risk associated with a key sub-subcontractor(s) (if and where applicable); that is used in whole or part to fulfil a contractual obligation.
- 12.121 Any risk that is identified that will operationally impact the MPS.
- 12.122 Regulatory compliance issues (i.e. any other external bodies that the awarded Supplier or sub-contractor(s) may hold membership with (licences etc.).
- 12.123 The awarded Supplier should allow the MPS to inspect at any time within working hours the accounts and records which the Tenderer is required to keep.
- 12.124 The awarded Supplier shall report any risks identified via email or in writing to the MPS Contract Manager(s) immediately and/or when first becoming known of the fact. The MPS will assess the risk identified on its severity and impact to the contract and decisive action will be taken.
- 12.125 The MPS will use Duns & Bradstreet (D&B) or any other credit reference agency, approved by the MPS, as a form of inspection of the awarded Supplier’s financial standing, if the MPS suspects that the awarded Supplier’s business is affected, for example a decline in credit rating or insolvency notices. The MPS also receive from D&B, alert notifications for those organisations that the MPS have contractual arrangements with.
- 12.126 Should the MPS receive such alerts, the MPS will reserve the right to investigate with the awarded Supplier and to obtain a further understanding of the risk or issue with the awarded Supplier.
- 12.127 The awarded Supplier shall make best endeavours to resolve any issues that arise and shall do so without effect on Tendered and awarded pricing for the contract.

The Provision of Hazardous Waste Management Services

12.128 The awarded Supplier should maintain a risk register of the risks relating to this Contract which the MPS and the Tenderer have identified. The risk register should be reviewed in detail during the monthly MI meetings.

12.129 REPORTING REQUIRMENTS FOR THIS CONTRACT

12.130 The MPS place great importance in the quality and timeliness of data. As a publicly funded body, the MPS are required to demonstrate the value and quality of all Goods and Services delivered.

12.131 The awarded Supplier shall adhere to the Reporting Requirements as laid out within this section.

12.132 Reporting requirements are effectively MI that is presented in an easily read format. The awarded Supplier's Contract Manager shall manage the MI and ensure all data is correct prior to submitting to the MPS.

12.133 On presentation of the MI reports, the MPS must be able to track the performance of the contract and identify risk as well as good performance.

12.134 MI must be presented in an electronic format, preferably through easy to read e-dashboards. All MI must be presented and supplied to the MPS in the English language.

12.135 The awarded Supplier shall be wholly responsible for monitoring its own organisational performance under this contract. This includes all sub-Suppliers and sub-contractors, supply chains and external bodies. The MPS will not bear any responsibility for the awarded Supplier's own performance throughout the contract duration.

12.136 The MPS may propose changes to how the MI is presented throughout the contract duration, which the awarded Supplier shall act upon and deliver within the timeframe requested.

12.137 The frequency of MI submissions is subject to change and therefore the MPS reserves the right to increase or decrease the frequency to suit the MPS needs.

12.138 KPIs AND PERFORMANCE MONITORING

12.139 This section sets out two core deliverables, the Key Performance Indicators (KPIs) and Performance Monitoring, both of which the awarded Supplier is to deliver and report against. This section also provides the mechanism by which service failures will be managed and the method by which the awarded Supplier's performance/provision of the Goods and Services will be monitored.

12.140 The awarded Supplier shall assign a proactive Contract Manager to ensure that all KPIs are met to the highest standard throughout the term of the contract.

12.141 The awarded Supplier accepts and acknowledges that failure to meet the KPIs as set out in Table 3 will result in service credits being issued to the MPS.

12.142 OBJECTIVES OF KPIs:

12.143 The objectives of KPIs and Service Credits are to:

- Ensure that the Goods and Services are of a consistently high quality and meet the requirements of the MPS.

The Provision of Hazardous Waste Management Services

- Provide a mechanism whereby the MPS can attain meaningful recognition of inconvenience and/or loss resulting from the awarded Supplier's failure to deliver the level of Service for which it has contracted to deliver.
- Incentivise the awarded Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

12.144 Service credits are a reduction of the amounts payable and do not include VAT. The awarded Supplier shall set-off the value of any service credits against the appropriate monthly invoice.

12.145 The MPS shall reserve the right to review the KPIs, together with its service credits, when necessary and add/delete where appropriate. The MPS will have sole discretion in applying a waiver to its service credits however, this is only in exceptional circumstances and where the awarded Supplier can provide clear rationale for a waiver.

12.146 PERFORMANCE MONITORING

12.147 The objectives of Performance Monitoring are to:

- Provide a formalised method of monitoring the awarded Supplier's performance against contract requirements.
- Ensure that there is clarity of the roles and responsibilities by all parties relating to contract and Supplier management.
- Monitor overall compliance by all parties to the terms of the agreement and contract, refining and improving KPIs and service delivery through honest, open communication between the awarded Supplier and the MPS, delivering improvements to both parties.
- Realise estimated and planned savings through continuous monitoring of spend.
- Provide a focus for development of initiatives/innovation.
- Drive continual improvement.

12.148 KPI TABLE

12.149 Please see Table 3 for an overview of the Key Performance Indicators that will be monitored by the MPS and reported on by the Supplier via either weekly, monthly and quarterly meetings.

OFFICIAL
The Provision of Hazardous Waste Management Services

12.150 **Table 3 KPI Table**

No	Performance Metric	Definition	Required Standard of Performance and Performance Threshold	KPI Measurement	Service Credits Calculation or Rectification plan										
KPI-1	Monthly Management Information (MI)	This KPI is to measure the accuracy and timeliness of MI submissions by the awarded Supplier.	<p>The Supplier must submit accurate MI by the 7th day of the month or the next working day.</p> <p>Service credits will apply independently for accuracy and timeliness of submission where the performance threshold of 100% is not met.</p> <p>The awarded supplier must clearly identify and highlight areas of risk to contractual obligations.</p>	<p>When accuracy falls under the performance threshold of 100%, a 5% Service Credit will be levied based on invoice value.</p> <p>For late submission of MI, the percentage of Service Credits will increase with the number of days late</p>	<p>Unless a late submission is agreed by the MPS beforehand, late submissions of Monthly MI reporting will be addressed immediately. Each monthly report received later than the 7th day or next working day of every new calendar month will incur a Service Credit as shown in the table below. The awarded Supplier will only incur one service credit per late submission.</p> <p>Late Submission for MI:</p> <table border="1" data-bbox="1413 596 1789 756"> <thead> <tr> <th>Days:</th> <th>Percentage:</th> </tr> </thead> <tbody> <tr> <td>1 – 3 days</td> <td>1%</td> </tr> <tr> <td>4 – 6 days</td> <td>2%</td> </tr> <tr> <td>7 – 10 days</td> <td>3%</td> </tr> <tr> <td>10+ days</td> <td>5%</td> </tr> </tbody> </table> <p>For example, where invoice value is £500:</p> <ul style="list-style-type: none"> MI data was inaccurate - 5% service credits applied (£25) MI data was both inaccurate and submitted 5 days later than submission date - 5% service credits for inaccurate data and 2% service credits for late submission. <p>For example:</p> <ul style="list-style-type: none"> Invoice value £500, MI data was both inaccurate and submitted 5 days later than submission date. <ul style="list-style-type: none"> Inaccurate data: 5% (£25) + 5-day late submission: 2% (£10) Total service credits (£35) <p>£35 credited to MPS on next invoice submitted.</p> <p>The awarded Supplier will provide a Rectification Plan to the MPS if there are 2 or more KPI failures that breach the performance threshold within a rolling 3 months.</p>	Days:	Percentage:	1 – 3 days	1%	4 – 6 days	2%	7 – 10 days	3%	10+ days	5%
Days:	Percentage:														
1 – 3 days	1%														
4 – 6 days	2%														
7 – 10 days	3%														
10+ days	5%														

The Provision of Hazardous Waste Management Services

KPI-2	Invoice accuracy & timely submissions	This KPI is to track the accuracy and timeliness of invoice submissions by the awarded Supplier.	The Supplier must submit accurate invoices by the 7 th day of the month or next working day. Service credits will apply independently for accuracy and timeliness of submission where the performance threshold of 100% is not met.	When accuracy falls under the performance threshold, a 5% Service Credit will be levied based on invoice value. For late submission of invoice, the percentage of Service Credits will increase with the number of days late	Monthly review of Invoice data from the awarded Supplier cross referenced with number/cost of waste collections. A 5% Service Credit will apply if any line item is inaccurate on an, and a further service credit (see example below) will also apply if the invoice is submitted late. The service credits applied will be deducted from total invoice value. Late Submission for Invoice: <table border="1" data-bbox="1413 405 1789 568"> <thead> <tr> <th>Days:</th> <th>Percentage:</th> </tr> </thead> <tbody> <tr> <td>1 – 3 days</td> <td>1%</td> </tr> <tr> <td>4 – 6 days</td> <td>2%</td> </tr> <tr> <td>7 – 10 days</td> <td>3%</td> </tr> <tr> <td>10+ days</td> <td>5%</td> </tr> </tbody> </table> For example, where invoice value is £500: <ul style="list-style-type: none"> • Invoice was inaccurate - 5% service credits applied (£25) • Invoice was both inaccurate and submitted 7 days later than submission date - 5% service credits for inaccurate invoice and 3% service credits for late submission. For example: <ul style="list-style-type: none"> • Invoice value £500, Invoice was both inaccurate and submitted 7 days later than submission date. <ul style="list-style-type: none"> • Inaccurate data: 5% (£25) + • 7-day late submission: 3% (£15) • Total service credits (£40) £40 credited to MPS on next invoice submitted. The awarded Supplier will provide a Rectification Plan to the MPS if there are 2 or more KPI failures that breach the performance threshold within a rolling 3 months.	Days:	Percentage:	1 – 3 days	1%	4 – 6 days	2%	7 – 10 days	3%	10+ days	5%
Days:	Percentage:														
1 – 3 days	1%														
4 – 6 days	2%														
7 – 10 days	3%														
10+ days	5%														

The Provision of Hazardous Waste Management Services

KPI-3	Complaint Handling	This KPI is to monitor timeliness of response to complaints to the supplier	Review of any complaints received from the MPS in relation to services.	Date drawn from the awarded Supplier's monthly MI submission. 100% acknowledged within 24 hours – failure will incur a 5% Service Credit will be levied based on the current months invoice value. Complaint resolved within 3 working days For late resolutions of the complaint, the percentage of Service Credits will increase with the number of days late	100% of complaints must be acknowledged by the Supplier in a written form within 24 hours, and a resolution for the complaint should be agreed with the MPS within 3 working days. Complaint resolution days late: <table border="1" data-bbox="1413 363 1789 528"> <thead> <tr> <th>Days:</th> <th>Percentage:</th> </tr> </thead> <tbody> <tr> <td>1 – 3 days</td> <td>1%</td> </tr> <tr> <td>4 – 6 days</td> <td>2%</td> </tr> <tr> <td>7 – 10 days</td> <td>3%</td> </tr> <tr> <td>10+ days</td> <td>5%</td> </tr> </tbody> </table> For example, where invoice value is £500: <ul style="list-style-type: none"> Complaint was not acknowledged within 24 hours - 5% service credits applied (£25) Complaint has not been acknowledged or resolved within 6 days - 5% service credits for inaccurate invoice and 2% service credits for late submission. For example: <ul style="list-style-type: none"> Invoice value £500, complaint not acknowledged and resolved 6 days late. <ul style="list-style-type: none"> Inaccurate data: 5% (£25) + 6-day late submission: 2% (£10) Total service credits (£35) £35 credited to MPS on next invoice submitted. Three late complaint communications will result in the implementation of a Service Improvement Plan, where MPS authorise a later date (in writing), this will not apply.	Days:	Percentage:	1 – 3 days	1%	4 – 6 days	2%	7 – 10 days	3%	10+ days	5%
Days:	Percentage:														
1 – 3 days	1%														
4 – 6 days	2%														
7 – 10 days	3%														
10+ days	5%														

The Provision of Hazardous Waste Management Services

KPI-4	Timeliness of Collection & Delivery	<p>This KPI is to track the number of POs that are not delivered at the agreed date and time by the awarded Supplier.</p> <p>Once an order has been processed, the awarded Supplier shall provide the MPS with an order confirmation, including delivery date and time window.</p>	<p>The awarded Supplier must meet the performance threshold of 100%.</p> <p>Service credits will apply where the performance threshold is not met (100%).</p>	<p>Data drawn from the awarded Supplier's monthly MI submission, POs and customer feedback, will be used to determine the number of late deliveries to the MPS.</p> <p>When POs are not delivered at the agreed date and time, a 5% service credit will be levied against each PO that was not delivered on the agreed date and time.</p>	<p>Monthly review of MI data from the awarded Supplier detailing delivery targets.</p> <p>Service Credit = 5% cost of PO that is not delivered on the agreed date and time.</p> <p>For example:</p> <ul style="list-style-type: none"> The MPS placed a PO on 12/11/2025 at 09:12 for a total value of £1000. The awarded supplier confirmed the order, and informed delivery would occur on 13/11/2025 by 16:00. The delivery occurred on 15/11/2025 at 11:00, therefore the delivery was 2 days late. 5% (service credits) of £1000 (total PO value) = £50 <p>£50 credited to MPS on next invoice submitted.</p> <p>The awarded Supplier will provide a Rectification Plan to the MPS if there are 2 or more KPI failures that breach the performance threshold within a rolling 3 months.</p>
KPI-5	Machine faults and repairs	<p>This KPI is to track the timeliness of fault and equipment repairs.</p>	<p>The awarded Supplier will ensure machine faults & repairs are completed within the agreed timescale and to a satisfactory level.</p> <p>Attend and rectify these faults within 48 hours (excluding weekend and bank holidays) of being reported to the awarded Supplier, unless an extension period is agreed with the relevant Workshop Lead on a case-by-case basis.</p>	<p>Data drawn from awarded Supplier's monthly MI submission. When faults/repairs are not completed within 48 hours (unless an extension period is agreed), a 10% service credit will be levied against each PO.</p>	<p>100% of machine repairs shall be carried out within 48 hours (excluding weekend and bank holidays) of it being reported.</p> <p>For example:</p> <ul style="list-style-type: none"> The MPS report a fault with equipment at 11:45 on 12/11/2025 The awarded supplier confirm that they will attend at 09:00 on 14/11/2025 The supplier arrives at 10:30 on 15/11/2025, therefore arrival is after the 48 hour attendance time required. The monthly spend is £2000. 10% of £2000 = £200 <p>£200 credited to MPS on next invoice submitted.</p> <p>Where MPS authorise a later date (in writing), this will not apply.</p>

The Provision of Hazardous Waste Management Services

			All faults and repairs to be reported within monthly MI data submission.		The awarded Supplier will provide a Rectification Plan to the MPS if there are 2 or more KPI failures that breach the performance threshold within a rolling 3 months
--	--	--	--	--	---

13 HEALTH AND SAFETY

- 13.1 The awarded Supplier must ensure that any product(s) supplied to the MPS are safe and fit for use, including making sure the product conforms to the required BSEN or CE standards.
- 13.2 It is the awarded Supplier's responsibility to fulfil its statutory duties under the Health and Safety at Work, etc. Act, 1974 and any relevant regulations made under this enabling Act and comply with the MPS management of Contractors policy. This will apply to all staff, Sub-contractors and any other persons working on the premises under the fulfilment of the contract.
- 13.3 The awarded Supplier must provide the necessary Safety Data Sheet (SDS) on the day of delivery for each item delivered, and where that item falls within the COSHH regulations (The Control of Substances Hazardous to Health Regulations, 1999), unless the SDS has already been supplied and there are no changes or updates.
- 13.4 The awarded Supplier must have documented and auditable risk assessments and safe systems of work in place for the carriage, transportation and delivery of products to and from MPS premises and ensure this is undertaken by competent employees.
- 13.5 The awarded Supplier must comply with all MPS safe systems of work or safe operating procedures when working at any MPS premises and adhere to any reasonable site-specific safety instructions or requirements.
- 13.6 The awarded Supplier shall ensure that its Health and Safety Policy statement (as required by the Health and Safety at Work etc. Act, 1974) is made available to the MPS during the live procurement stage or on request at any time during the contract period.
- 13.7 The awarded Supplier must ensure that the inspection, servicing and repair of any supplied product is undertaken by competent technicians and carried out in accordance with any industry standard or manufacturers requirements. Records must be kept for each asset supplied.

14 INVOICING & PAYMENT REQUIREMENTS

- 14.1 All invoices submitted by the awarded Supplier shall be clear, concise, accurate and adequately descriptive.
- 14.2 The MPS will reserve the right to request an alternative invoice format should the awarded Supplier's invoice not fully meet the requirements of the MPS.
- 14.3 The awarded Supplier must be able to provide consolidated invoicing as part of this contract.
- 14.4 It is preferable that invoices are submitted to the MPS on a monthly basis. The awarded Supplier's invoice shall at minimum quote the following details:
 - The MPS PO Number as submitted by the MPS to the awarded Supplier,
 - Product Name,
 - Product Quantity,
 - Any other Reasonable detail about items for the payment being invoiced.

The Provision of Hazardous Waste Management Services

- 14.5 All awarded Supplier invoices shall be submitted along with all relevant supporting documentation/data directly to the MPS Contract Manager (details to be shared with successful Supplier), marked to the MPS stating the following address:
Mayor's Office for Policing & Crime (MOPAC)
Purchase to pay
C/O SSCL Police Services
PO Box 14077
Newport
Gwent
NP10 8FZ
- 14.6 Electronic invoices will be permitted to be submitted for payment by the awarded Supplier. Email addresses will be provided post contract award.
- 14.7 Any loss and/or additional expenses incurred by the awarded Supplier in correcting and resubmitting any invoice shall be at the awarded Supplier's expense.
- 14.8 If the MPS considers (after receiving an invoice submitted by the awarded Supplier) and after internal review, that the awarded Supplier's invoice amount due is correct, the invoice shall be approved and goods receipted for payment.
- 14.9 Payment of invoices shall be made by bank transfer (Bank Automated Clearance System (BACS)) within 30 days of goods receipt by the MPS.
- 14.10 If the MPS considers (after receiving an invoice submitted by the awarded Supplier) and after internal review, that the awarded Supplier's invoice amount due is incorrect and/ or contains errors, the MPS shall notify the awarded Supplier and both parties shall work together to resolve the error.
- 14.11 Upon resolution, the awarded Supplier shall submit a revised invoice to the MPS.
- 14.12 VAT, where applicable, shall be shown as a separate charge on all invoices submitted by the awarded Supplier to the MPS.
- 14.13 For the avoidance of doubt, where the awarded Supplier sub-contracts any part of this contract to a third party, the awarded Supplier is responsible for the payments to that third party.
- 14.14 The MPS operate a 'No PO' No Pay' policy. Any final invoices submitted by the awarded Supplier for payment, which do not state a corresponding PO Number issued by the MPS, will not be paid and the invoice will be rejected.
- 14.15 In the event of an invoice being rejected, this will cause delayed payment to the awarded Supplier and the MPS will not be liable.
- 14.16 The awarded Supplier shall respond accurately to all invoicing queries within ten (10) working days and all invoicing disputes must be resolved within fourteen (14) days.

15 QUALITY MANAGEMENT SYSTEMS

- 15.1 The awarded Supplier(s) shall have a comprehensive, accredited and audited quality management system in place to cover all aspects work undertaken under this contract to include, but not be limited to:
- Policies,
 - Procedures,

The Provision of Hazardous Waste Management Services

- Work instructions,
- Records and forms,
- Document control,
- Any and all information recorded in delivery of this contract for Quality Management purposes will be made available to the MPS, on request.

16 CONTINUOUS IMPROVEMENT, VALUE FOR MONEY AND BENCHMARKING

- 16.1 Please refer to the Continuous Improvement Schedule within the Terms and Conditions of the Contract.
- 16.2 Please refer to the Value for Money Schedule within the Terms and Conditions of Contract.
- 16.3 Please see below MPS guidance in regard to this section.
- 16.4 The awarded Supplier shall have an ongoing obligation throughout the contract lifetime to identify new or potential improvements to the Goods and Services which it will regularly review with the MPS.
- 16.5 Continuous Improvement shall not be seen as an opportunity to increase costs, but to provide an avenue to reducing costs and/or improving the quality and efficiency of the Goods and Services being delivered. A few examples include but are not limited to: identifying solutions to problems, capturing and incorporating lessons learned, creation of new value adding methods of working through development in technology advances and/or training practices or by enhancing and improving upon existing methods.
- 16.6 This Continuous Improvement premise shall also include other key areas of importance and the MPS would like to work in partnership with the awarded Supplier to fulfil. Area to be focused on include:
- Increasing efficiencies,
 - Simplifying procedures,
 - Making better use of data,
 - Capitalising on new product and equipment innovations and technologies,
 - Ensuring any third party solutions used by the awarded Supplier are regularly updated to benefit from system improvements and innovations,
 - Improving quality to Contracted services users,
 - Reducing negative environmental impacts,
 - Achieving cost reductions and better value for taxpayer's money,
 - Any proposed changes to the delivery of the contract in its entirety, including key deliverables, shall be first dealt with by way of a contract variation subject to MPS agreement of the "change" and associated charges applicable.
- 16.7 The contract shall endeavour to demonstrate value for money throughout its duration and the awarded Supplier shall ensure that value for money is maintained. Where efficiencies can be sought and implemented in the contract, without cost to the MPS and without decline of service delivery, the awarded Supplier shall present these findings to the MPS in the first instance prior to implementation.
- 16.8 The awarded Supplier shall share their knowledge of the market with the MPS concerning the developments and price movements of Goods and Services available throughout the contract.
- 16.9 Throughout the Term of Contract, the MPS reserves the right to monitor the market for Goods and Services available through the Contract. Where the MPS finds that Goods and Services of like quality and specification are available at lower prices than those currently

The Provision of Hazardous Waste Management Services

available through the contract, the awarded Supplier shall be required to review their prices.

- 16.10 The MPS expects the awarded Supplier to recommend continuous service and product improvements. This could be via reviewing the market to offer the MPS any innovation and market development for the products that they supply throughout the life of the contract which, may mean alternative brands to those initially proposed for supply. The MPS may expect the awarded Supplier to provide a report on market developments and product options.

17 SATISFACTION SURVEYS

- 17.1 In order for the MPS to assess the awarded Supplier's performance, the MPS may undertake satisfaction surveys with MPS personnel in respect of the awarded Supplier's provision of the Goods and Services under this contract.
- 17.2 The MPS shall be entitled to notify the awarded Supplier of any aspects of their performance, which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with the contract.
- 17.3 All other suggestions for improvements to the Services shall be dealt with as part of the Continuous Improvement initiatives.

18 BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR)

- 18.1 Please refer to the Business Continuity Schedule within the Terms and Conditions of the Contract.
- 18.2 The awarded Supplier must:
- Develop, maintain and test an appropriate business continuity plan,
 - Produce BCDR plans and obtain approval from the MPS's Contract Manager for their implementation,
 - Ensure all awarded Supplier representatives are aware of the BCDR arrangements and are kept informed of any changes in the plans,
 - Ensure the BCDR arrangements are tested to standards agreed with the MPS's Contract Manager at least annually and within one month of any major process change,
 - Provide the MPS the opportunity to take part in or observe any BCDR tests and to review the results,
 - Implement any changes to BCDR plans required by the MPS as a result of the tests,
 - Review and agree the BCDR plans with the MPS or its authorised delegated representative, at least annually and whenever there are major changes to processes or systems,
 - Provide a copy of the current plans to the MPS's Contract Manager,
 - Accept that resilience and BCDR arrangements will be subject to audit and inspection by the MPS or its authorised agents at any reasonable time and give prompt access to the awarded Supplier's operations, premises and business continuity and BCDR plans, to permit them to carry out their responsibilities, including allowing the MPS or its agents to take copies of any relevant documentation.

19 RESPONSIBLE PROCUREMENT

- 19.1 Please refer to the Responsible Procurement Schedule within the Terms and Conditions of the Contract.
- 19.2 The MPS is committed to driving positive impact for the people within the communities we serve. Our fundamental objectives for making a positive impact in the lives of the residents of London are achieved through the MPS' Social Value and Sustainability (SVS) Aims which align with the missions contained within the [National Policy Procurement Statement \(NPPS\)](#).
- 19.3 Table 4: MPS' Strategic Social Value and Sustainability (SVS) aims

Mission	Outcome
1. Kickstart economic growth	<ul style="list-style-type: none"> Fair work: that offers fair wages and good working conditions. Skills for growth: supporting growth sectors and addressing skills gaps. Resilient, innovative and flexible supply chains: support economic growth through enabling resilient businesses, opportunities for small businesses and voluntary, community and social enterprises.
2. Make Britain a clean energy superpower	<ul style="list-style-type: none"> Sustainable procurement practices: reducing carbon footprint, minimising waste, and promoting the use of clean energy and green technologies.
3. Take back our streets	<ul style="list-style-type: none"> Support the reduction in crime through community cohesion, awareness raising and action
4. Break down barriers to opportunity	<ul style="list-style-type: none"> Employment and training for those who face barriers to employment. Creating a pipeline of opportunities for the contract workforce, reducing barriers to entry for under-represented groups.
5. Build an NHS fit for the future	<ul style="list-style-type: none"> Increasing productivity through physical and mental wellbeing: in the supply chain and communities in the relevant area.

- 19.4 The MPS is a member of the Greater London Authority (GLA) and a signatory to The London Anchors Institute Network (LAIN). The MPS adheres to the GLA [Responsible Procurement Delivery Plan](#) (RPDP), the [New Social Value Model Missions](#) and the five key objectives of the [London Anchors Institutions' Charter](#) (LAIC). Bidders will be assessed on how they deliver SVS outcomes, including how they will support in the delivery of the GLA RPDP, the [New Social Value Model Missions](#) and the five key objectives of [London Anchors Institutions' Charter](#) (LAIC.)

20 ENVIRONMENTAL COMPLIANCE

- 20.1 The MPS recognises that its operations have the potential for significant impact on the environment and is committed to minimising negative impacts and furthering any positive impacts. These are addressed through the MPS Environment and Sustainability Strategy and MPS Environmental Policy. The most significant environmental aspects for the MPS include the:
- Consumption of fuels and energy, and release of greenhouse gas and air quality emissions.
 - Consumption of water.
 - Consumption of products and raw materials.
 - Generation and management of a variety of waste streams.

The Provision of Hazardous Waste Management Services

- Release of various pollutants.
 - Operations of vehicle fleet and employee travel.
 - Indirect impacts associated with the procurement of goods and services from the MPS supply chain.
 - Working with partners to prevent environmental offences.
- 20.2 The MPS is committed to managing its environmental impacts by maintaining an Environmental Management System (EMS) in line with the ISO 14001:2015 standards, delivering continual environmental performance improvement through the implementation of the MPS's sustainability management plan.
- 20.3 The MPS requires the awarded Supplier to manage its impacts in line with MPS environmental policies and standards throughout the supply chain. In addition, the awarded Supplier is required to monitor and report environmental performance to the MPS and our stakeholders by maintaining accurate, auditable records of all hazardous waste streams handled, including: waste type, quantity, (mass or volume) dates of transfer, origin, destination and treatment / disposal / recovery method data should be made available as /when requested by the MPS.
- 20.4 The awarded Supplier will need be prepared for new UK legislation i.e. the mandatory Digital Waste Tracking Service [Digital waste tracking service](#) operating from April 2026 – starting in October 2026. It will require all waste receiving sites to record waste movements digitally inclusion POPs.
- 20.5 The awarded Supplier must report any breaches of applicable environmental legislation by reporting the breach to the relevant regulatory body (e.g. the Environment Agency). The final report should thereafter be shared with the MPS.
- 20.6 The awarded Supplier shall comply with the principles of the [MPS Environmental Policy](#) to ensure that the awarded Supplier meets all sustainability and environmental requirements of the MPS, to carry out all the activities in a sustainable and responsible manner.
- 20.7 The awarded Supplier must meet the relevant environmental and legislative requirements and is expected to demonstrate continuous improvement by proactive adoption of new technologies and best practice. The awarded Supplier shall, where applicable, ensure that operational procedures are documented and used in delivering the contracted service to manage its environmental impacts responsibly. The GLA group responsible procurement implementation plan 2022-24, which the MPS are a signatory of, should be taken into consideration as part of the contract.
- 20.8 The awarded Supplier should ensure that all vehicles used in delivery of the contract meet the requirements of any current emission zones and establish plans to meet any future requirements.
- 20.9 The MPS encourages the awarded Supplier to align to circular procurement policies and to keep up to date with best practices for circular business models within the industry.
- 20.10 As the MPS Fleet adapts to the Mayor's Office initiative for London to be a net zero carbon city by 2030, there may be a future requirement for the collection and delivery of additional waste streams such as 'wet batteries' from electric vehicles etc. If the awarded Supplier is unable to undertake a future requirement, then the MPS will seek another Supplier to fulfil this particular element of service provision.

The Provision of Hazardous Waste Management Services

- 20.11 Mayor's London Environment Strategy (LES) targets environmental sustainability and net zero carbon emissions by 2030. MOPAC is legally required to have regard to the LES.
- 20.11.1 There are mandatory Digital waste tracking regulations that all Suppliers have to compile with. A new digital tracking system has been rolled out that will replace traditional paper notes and hazardous waste consignment notes.
- 20.11.2 This regulation became mandatory from April 2025. It will apply to a broad range of waste streams and Hazardous. Ensuring electronic tracking from point of production through transfer and disposal. Waste receiving sites holding permits or licences will be required to record all waste movements digitally from October 2026.
- 20.11.3 Per- and Polyfluoroalkyl Substances (PFAS) that are manmade chemicals (forever chemicals), under the Environmental Improvement Plan 2025. A PFAS plan will be published by Dafra in 2026.
- 20.11.4 PFAS and (Persistent Organic Pollutants) POPs often appear in hazardous waste streams so future regulations could impose stricter classification, disposal and destruction requirements.

21 CHANGE CONTROL/ CONTRACT VARIATIONS

- 21.1 Please refer to the Variation Form Schedule within the Terms and Conditions of the Contract.
- 21.2 Please see below following guidance:
- 21.3 Provided that the change does not amount to a substantial modification in accordance with the Procurement Act 2023, the MPS may from time to time during the course of the contract, require a variation to any part of the provisions of Goods and Services delivered under this contract which will result in a Change Control procedure. This will be active from day 1 of contract commencement.
- 21.4 Any such variation may include (but shall not be restricted to):
- Service delivery
 - Scope of work
 - Performance
 - Costs
 - Product availability / minimal changes to specification / obsolescence / revision of rates
 - Price Adjustments
 - Emergencies
 - Operations
- 21.5 This Contract may only be amended or modified by written agreement duly executed by both Parties (including variation forms executed by both Parties).
- 21.6 A variation executed under this contract (instructed by the MPS) may attract costs incurred by the awarded Supplier not originally submitted as part of the final Tendered price, namely the Pricing Schedule and therefore all variation costs (if any) will be reviewed by the MPS in the first instance.

The Provision of Hazardous Waste Management Services

- 21.7 Where proposed variations are submitted by the awarded Supplier to the MPS, such variations will be reviewed in compliance with this contract.
- 21.8 Any variation proposals made by the awarded Supplier or the MPS during the duration of the contract shall be approved and accepted by the MPS and both parties will put details of the variation in writing for agreement and acceptance.

22 SECURITY

- 22.1 The awarded Supplier should provide Hazardous Waste Management Services that complies with MPS security policies and protects the assets, physical and non-physical, together with any information that is or could be construed as Official-Sensitive, to the satisfaction of the MPS.
- 22.2 The awarded Supplier should:
- Provide a designated security contact (the 'Security Controller') with day-to-day responsibility for security. If the contact is not at Board level there must be, in addition, a member of the Board to whom representation about security can be made.
 - Maintain definitions of individual Supplier representative's security responsibilities.
 - Bring to the attention of the MPS any business development likely to give rise to security risk.
 - Be vigilant in regard to potential security issues.
 - Advise the MPS of any security breach or incident immediately.
 - At all times, ensure appropriate access control measures are enforced to prevent unauthorised persons having access to MPS information assets.
 - Report the loss of any security pass issued to the awarded Supplier's employees as soon as is practicable.
 - Ensure sufficient numbers of the awarded Supplier representatives are adequately trained for their respective roles and security cleared to the required level, to provide an efficient Service at all times.
 - Maintain an ongoing security awareness and education programme.
 - Accept that access to certain information may be limited to nominated individuals, who may require additional levels of security clearance.
 - Maintain procedures to avoid undue dependence on the experience and expertise of individual Supplier representatives.
 - Provide effective security to MPS Staff, booked passengers, assets or information
 - During working hours, utilise access control measures, which prevent unauthorised persons having access to MPS assets and information.
 - Carry out spot checks at regular intervals to ensure the assets recorded as being on the site(s) are present.
- 22.3 If, in the opinion of the MPS, any awarded Supplier representative engaged in providing the service displays misconduct, the awarded Supplier shall remove such person without delay on being required to do so by the Contract Manager. The decision of the MPS shall be final and conclusive.
- 22.4 The awarded Supplier will notify the Contract Manager if any person involved in service implementation or provision is arrested or found guilty of a criminal offence or gives any indication that they may be a threat to security after such authority has been given.

23 VETTING

- 23.1 The MPS may require any staff who have access to personal, sensitive and booking data to be cleared via MPS CTC (Counter Terrorism Check) level / NPPV1. This may be a chargeable process to the awarded Supplier over the life of the contract. This includes, but is not limited to:
- Account/Contract Manager
 - Designated Security Coordinator
 - Training Staff
- 23.2 The MPS requires the awarded Supplier to submit completed MPS Vetting Security Questionnaires for each staff member, who may be engaged at any time in the delivery of the service and for any additional or replacement personnel, employed during the life of the agreement (sub-contractors). New staff must receive security clearance before beginning any MPS work.
- 23.3 The MPS requires the awarded Supplier to supply a list of any proposed Sub-Contractors for use within this contract. The MPS will have the authority to veto any sub-contractors deemed unsuitable for the provision of Hazardous Waste Management Services.
- 23.4 The awarded Supplier will notify the MPS's Contract Manager when staff exit their employment and will return their security clearance pass.
- 23.5 The awarded Supplier's staff and/or sub-contracted staff who fail the security clearance process, will not be able to undertake any work on this contract. Directly following contract award, the MPS will require the awarded Supplier to provide the number of staff required to service the contract. This will enable the MPS to monitor vetting request numbers and ensure the vetting process runs as efficiently as possible.
- 23.1 Vetting of all necessary staff will begin immediately following Contract Award.

24 INSURANCE

- 24.1 The MPS requires the Supplier to procure insurance policies with a reputable insurance company, these policies of insurance shall include, but are not limited to:
- 24.2 Public Liability insurance with a minimum limit of indemnity of £10,000,000. Cover should be on an occurrence basis and include an Indemnity to Principals Clause.
- 24.3 Product liability insurance at an amount not less than ten million pounds (£10,000,000).
- 24.4 Employers Liability insurance to cover the requirements of the Employers Liability (Compulsory Insurance) Act 1969 and any subsequent regulation for a minimum of £5,000,000.
- 24.5 Pollution liability insurance at an amount not less than ten million pounds (£10,000,000),
- 24.6 Environmental liability insurance at an amount not less than five million pounds (£5,000,000).

25 DISPUTE RESOLUTION

- 25.1 The parties (MPS & awarded Supplier) shall attempt in good faith to negotiate a settlement to any dispute between them, arising out of, or in connection with, the contract.

The Provision of Hazardous Waste Management Services

25.2 Any dispute resolution will be conducted in accordance with the Dispute Resolution Procedure Schedule stated within the Terms and Conditions.

25.3 Please refer to the Dispute Resolution Procedure Schedule within the Terms and Conditions of the contract.

26 STORAGE / RETENTION

26.1 The Supplier shall (in compliance with current UK/European GDPR regulation) under this contract, maintain a complete and correct set of records relating to:

- All activities to the performance of this Contract,
- All transactional activity including but not limited to MPS Purchase Orders, invoices, payments, refunds and KPI Service Credits,
- All applicable vetting requirements of Supplier's personnel in connection with this contract,
- All sub-Supplier records where applicable or where information would be required by the MPS.

26.2 The Supplier shall retain all records during this Contract and for a period of not less than 6 years (or longer period as may be required by Law) following termination or expiry of this Contract.

26.3 The MPS may instruct an audit review under this section to be undertaken within the contract validity period. Prior joint agreement (between the MPS and Supplier) will be in place before any audits are carried out.

27 PROCESSING OF PERSONAL DATA

27.1 Concerning the processing of personal data, both parties to this contract shall work in accordance with the terms and conditions of the MPS contract.

28 HR POLICY

28.1 The incumbent Supplier has indicated Transfer of Undertaking (Protection of Employment) Regulations (TUPE) would not apply during the transition period, as they do not have a team or staff solely dedicated to the MPS contract.

29 CONTRACT EXIT MANAGEMENT

29.1 Please refer to the Exit Management Schedule within the Terms and Conditions of the Contract.

29.2 In such cases, the decision to exit a contract could be based on a variety of reasons such as (but not limited to):

- Breach of Contract (performance failure).
- Change to strategy impacting business requirements (new solution, contract no longer required).
- Natural expiry of contract.
- Supplier liquidation.
- Termination for convenience.

The Provision of Hazardous Waste Management Services

- 29.3 The exit management process will be led by the MPS in discussion with end users of this contract and the awarded Supplier involved. The phases in this process will include but not be limited to:
- Analysing the exit decision,
 - Analysis of impact to process, people and costs,
 - Assessment of actions required by either party,
 - Exit Report and sign off.
- 29.4 The MPS and the awarded Supplier will have joint responsibility for ensuring that both parties are working towards the planned exit of the contract, and the procurement process for securing subsequent supply arrangements if required.

END OF DOCUMENT