

EIR REF: 24/048

25<sup>th</sup> February 2024

Eastbourne District General Hospital  
Kings Drive  
Eastbourne  
East Sussex  
BN21 2UD

Tel: 0300 131 4500  
Website: [www.esht.nhs.uk](http://www.esht.nhs.uk)

## ENVIRONMENTAL INFORMATION REGULATIONS ACT

I am responding to your request for information under the Environmental Information Regulations Acts. The answers to your specific questions are as follows:

**It would be greatly appreciated if you could please provide me with details in respect to the Clinical Waste Contract/s that your trust currently has in place. The details we require are as follows:**

- 1) Suppliers who applied for inclusion on each framework/contract and were successful and not successful at the PQQ & ITT stages.**

[Medisort and SRCL Ltd.](#)

- 2) Actual spend on this contract/framework (and any sub lots), from the start of the contract to the current date.**

This is formal notice that under Regulation 12(5)(e) of the EIR that East Sussex Healthcare NHS Trust is unable to release the contract annual value, as it would adversely affect the commercial interests of the Trust and the confidential waste services companies.

This regulation is subject to the public interest test. This means that not only does the information have to prejudice one of the purposes listed, but before the information can be withheld, the public interest in preventing that prejudice must outweigh the public interest in disclosure.

- 3) Start date and duration of framework/contract.**

[1<sup>st</sup> February 2019 to 31<sup>st</sup> January 2024.](#)

- 4) Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?**

[Please see attached.](#)

**5) Is there an extension clause in the framework(s)/contract(s) and, if so, the duration of the extension?**

Yes. 2 x 12 months.

**6) Has a decision been made yet on whether the framework(s)/contract(s) are being either extended or renewed?**

Yes, a 1-year extension has been agreed.

**7) Who is the Senior Officer (outside of procurement) responsible for this contract + contact information?**

Trust Operational Facilities Manager

According to our Freedom of Information Policy we only release the names of staff on Grade 8a and above. The post of Trust Operational Facilities Manager is below a Grade 8a and therefore the details requested cannot be provided.

I can confirm however that our Facilities Manager – Ancillary Services is John Kirk, and has overall responsibility for the Trust Operational Facilities Manager roles.

We are unable to provide the contact details of staff as we consider this information to be exempt from release in accordance with section 44 of the Freedom of Information Act (Prohibition on disclosure) and would refer to the Privacy and Electronic Communications EC Directive Regulations 2003 which provide specific rules on electronic communication services, including marketing (by phone, fax, email or text) and keeping communications services secure. We will not provide any information that could result in the transmission of unsolicited communications which may place an unacceptable risk to our email network and could also have a detrimental impact on patient care and treatment.

The contact number for the Trust are accessible on the Trust website <http://www.esht.nhs.uk>.

This is an absolute exemption and there is, therefore, no requirement to consider the public interest.

**8) Who is the Infection Control Lead responsible for the Trust + contact information?**

Lisa Redmond  
Head of Infection Prevention & Control

Section 44 applied in respect of contact information, please see above.

**9) Who is the Procurement Lead for Clinical Waste contracts for the Trust + contact information?**

Angela Alletson  
Head of Procurement

Section 44 applied in respect of contact information, please refer to question 7.

**10) Who is the Environmental/Sustainability Lead for the Trust + contact information?**

Chris Hodgson  
Director of Estates and Facilities

Section 44 applied in respect of contact information, please refer to question 7.

**11) Who is the Waste Management Lead for the Trust + contact information?**

Trust Operational Facilities Manager

According to our Freedom of Information Policy we only release the names of staff on Grade 8a and above. The post of Trust Operational Facilities Manager is below a Grade 8a and therefore the details requested cannot be provided.

I can confirm however that our Facilities Manager – Ancillary Services is John Kirk, and has overall responsibility for the Trust Operational Facilities Manager roles.

Section 44 applied in respect of contact information, please refer to question 7.

**12) Who is the Health and Safety Lead for the Trust + contact information?**

Jennifer Newbury  
Trust Lead for Health and Safety

Section 44 applied in respect of contact information, please refer to question 7.

**13) Who is the current Clinical Waste incumbent (service provider)?**

SRCL Ltd

**14) Does the Trust make use of reusable or disposable sharps containers and who is the service provider?**

Yes, reusable Sharps containers are supplied by SRCL Ltd and disposable sharps containers are supplied by NHS Supply Chain

If I can be of any further assistance, please do not hesitate to contact me.

Should you be dissatisfied with the Trust's response to your request, you have the right to request an internal review. Please write to the Freedom of Information Department ([esh-tr.foi@nhs.net](mailto:esh-tr.foi@nhs.net)), quoting the above reference, within 40 working days. The Trust is not obliged to accept an internal review after this date.

Should you still be dissatisfied with your EIR request, you have the right of complaint to the Information Commissioner at the following address:

The Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire SK9 5AF

Telephone: 0303 123 1113

Yours sincerely

Freedom of Information Department  
[esh-tr.foi@nhs.net](mailto:esh-tr.foi@nhs.net)



**Document 2: Specification for  
Clinical Waste Management Services  
for  
East Sussex Healthcare NHS Trust**

**REFERENCE NUMBER**

**NHS Commercial Solutions: 4321-2198**

**NHS Commercial Solutions**  
The Atrium Business Centre  
Curtis Road, Dorking, RH4 1XA  
Tel: 01306 646820 Fax: 01306 646801  
[www.commercialsolutions-sec.nhs.uk/](http://www.commercialsolutions-sec.nhs.uk/)

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ESHT provides acute hospital and community health services for people living in East Sussex and surrounding areas. The Trust's services are mainly provided from two district general hospitals – Conquest Hospital and Eastbourne DGH – both of which have Emergency Departments and provide care 24 hours a day. It offers a comprehensive range of surgical, medical and maternity services supported by a full range of diagnostic and therapy services.

At Bexhill Hospital the Trust provides outpatients, ophthalmology, rehabilitation and intermediate care services. At Rye, Winchelsea and District Memorial Hospital it provides Outpatient and inpatient intermediate care services. At Firwood House it provides inpatient intermediate care services in conjunction with Adult Social Care. The Trust's community staff also provide care in the patient's own home and from a number of clinics and GP surgeries.

There are around 525,000 people who live in East Sussex and the Trust is one of the largest organisations in the county. It employs over 6,000 dedicated staff with an annual turnover of £380 million.

## **1. Scope of Services**

The strategic aims of this service are to:

- manage all waste streams in partnership with the Contracting Authority
- minimise waste levels and improve waste segregation
- work with the Contracting Authority to meet its waste reduction and recycling targets:
  - Zero waste to landfill across all waste streams
  - 75% recycling (as % of total general/ domestic waste by weight)
  - 75% offensive waste (as % of total bagged healthcare waste by weight)
  - Minimum of 90% of all waste produced by the Contracting Authority is managed and treated within the STP geographical footprint.
- work with the Contracting Authority to educate staff in waste management
- identify and invest in best practice waste solutions to improve sustainability and achieve cost savings over the life of the contract
- provide access to high quality data relating to key waste streams to facilitate monthly, quarterly and annual reporting activities and work with the Contracting Authority to promote achievements against the strategic aims of the contract.

The contract will manage the clinical waste stream from cradle to grave and is intended to be a partnership between the Contracting Authority and the successful contractor.

Tenderers' should be aware that this service provision should address carbon reduction opportunities and the wider sustainability agenda by minimising waste, driving best practice solutions and utilising local treatment capacity as far as possible. Tenderers should place particular emphasis on how the service will be provided and how their solution will assist the Contracting Authority in meeting its key waste management targets, outlined above.

The Contracting Authority expects the successful Tenderer to minimise waste levels and maximise recycling opportunities in line with the waste hierarchy – prevention, minimisation, reuse, recycling, energy recovery & disposal. The Tenderer shall provide education and

training to Trust staff and Suppliers staff (where applicable) on an annual basis. This should include for example face to face briefings, waste roadshows, newsletters and waste segregation leaflets etc.

These initiatives should aim to be both sustainable and cost effective in the provision of best environmental practice. It is expected that this will be a dynamic process whereby the successful Tenderer will work closely with the Contracting Authority throughout the life of the contract to ensure all current and future opportunities are considered and acted upon.

## **2. The Service Requirements**

This specification represents the current requirements of the Contracting Authority in respect of the provision of clinical waste collection, treatment and disposal services.

## **3. Lot Overview**

The Contracting Authority requires services under the following Framework Agreement Lot.

### **Infectious Clinical Waste Services for 18-01-03**

Infectious clinical waste contaminated with blood/bodily fluids e.g. dressings, swabs, wipes, gloves, gowns, masks, aprons, and blood bags.

### **Non-infectious Clinical Waste Services for 18-01-03**

Non-infectious clinical waste to include bodily fluids e.g. dressings, swabs, wipes, gloves, gowns, masks, aprons, and blood bags (dressings, feminine hygiene, nappies, linen, disposable clothing) catheters and blood bags.

### **Medicine contaminated infectious Clinical Waste Services for 18-01-03 and 18-01-09**

Infectious or potentially infectious clinical waste contaminated with chemicals or pharmaceutical/medicinal wastes e.g IV giving sets and bags, medicated dressings, iodine dressings, swabs, wipes contrast media.

### **Medicine Waste Clinical Waste Services for 18-01-09**

Sharps, Hypodermic needles, syringe and syringe barrels including those contaminated with medicines (not cytotoxic and cytostatic). Used medicine Vials. Other sharp instruments or items including teeth without amalgam fillings. Part used and out of date tablets, creams, liquids and patches.

### **Cytotoxic and Cytostatic Clinical Waste Services for 18-01-03 and 18-01-08**

Sharps, syringe barrels, medicine vials and ampoules (cytostatic and cytotoxic) Contaminated with cytostatic and cytotoxic medicines only, e.g. Chemotherapy drugs, Depo-Provera, Chloramphenicol.



This list is not exclusive and therefore should be used as guidance.

**NOTE:**

- **A Reusable Sharps Container service will be provided under this Contract (see Appendix E).**

**4. Legislation, Regulations and Guidance**

- 4.1. The Suppliers must provide full details of **any** convictions or prosecutions brought against the company for the failure to comply with waste legislation and regulations during the past three years.
- 4.2. The Suppliers will be required to comply with all current and future legislation, regulations and guidelines during the term of the Contract. The Contracting Authority recognises that legislative and regulative compliance from Suppliers does not absolve the Contracting Authority from their own specific responsibility to comply with legislation and regulations. The Contracting Authority will require the appointed Suppliers to ensure that it notifies and advises the Contracting Authority to all relevant current and future legislation, regulation and guidelines in order to ensure that the Contracting Authority meet their individual Duty of Care as stipulated in the Environmental Protection Act 1990.
- 4.3. Attached for information is **Appendix A** which is a list of legislation and guidelines that are applicable to this Call-off Contract. This list is not exhaustive and will be regularly reviewed and updated in line with new legislation, regulation and guidelines during the term of the contract to ensure the Contracting Authority meet their individual duty of care.
- 4.4. Attached as **Appendix B**, is a list of regulations and best practice guidance that will be introduced and/ or revised during the term of the Call-off Contract. Suppliers must adhere to all new regulations and best practice guidance that is applicable to the relevant Lots.
- 4.5. The Suppliers will be required to prepare and present proposals to the Contracting Authority to encompass new legislation, regulation and best practice as and when enacted.
- 4.6. During the life of the Contract, if any statutory requirements or regulations are found to be contravened by the Suppliers or any sub-contractor working on his behalf, the Contracting Authority will reserve the right to terminate the Framework Agreement in accordance with NHS Conditions of Contract for the Supply of Services for any material breach.
- 4.7. The Suppliers must provide details of any trade bodies/ associations they are accredited to or members of (Sanitary Medical Disposal Services Association, Chartered Institute of Waste Management, Environmental Services Association etc).
- 4.8. The Suppliers will conform with the Key Performance Indicators (**KPIs**) that has been attached in **Appendix C** to this document. These KPIs will be applicable on all lots that are covered in this further competition exercise.

**5. Licenses**

- 5.1 When requested, the Suppliers must submit to the Contracting Authority copies of all certificates, licenses, consents and environmental permits if not already supplied in

particular:

- 5.1.1 Waste Carrier Registration Certificate;
  - 5.1.2 Environmental Permits whether issued by a Local Authority or the Environment Agency;
  - 5.1.3 Registered waste management exemptions;
  - 5.1.4 The Suppliers must provide full details of the primary treatment site(s) (including location, capacity, permits etc) that are proposed to provide service for a contract under this Framework Agreement.
  - 5.1.5 The Suppliers must provide details of the local Environment Agency office that issued the permit(s) for all primary treatment sites proposed to provide service for a contract under this Framework Agreement.
  - 5.1.6 Full details of all backup treatment and disposal sites or facilities to be used by the Suppliers in the event of a primary site being unavailable.
  - 5.1.7 Copies of any other consents, licenses and permits the contractor believes are relevant to the contract.
- 5.2 The Suppliers shall ensure that waste must be treated by methodologies that are authorised by the Environment Agency and /or Local Authority. Treatment processes operating without appropriate authorisation must not be used.
- 5.3 The Suppliers shall immediately advise the Contracting Authority of any suspension, withdrawal or refusal to renew any permit, license, certificate or permissions applicable to carrying out the requirements of this contract during the term of the contract.
- 5.4 The Suppliers will be responsible for all costs associated with finding an alternative Suppliers or treatment facility if there is a failure on their part to undertake the services outlined within the specification at any time during the contract period.
- 5.5 The Contracting Authority will require sight of the original licenses and other relevant documents on an annual basis and will reserve the right to inspect any transit station and disposal facilities at any reasonable time, as implied under the Code of Practice 'Waste Management the Duty of Care'.
- 5.6 The Suppliers are advised that the Contracting Authority will not award any part of the contract to a Supplier or Sub-Contractor(s) who are unable to provide formal evidence of any of the required permits necessary to operate this contract within their tender proposal.

## **6. Duty of care**

- 6.1 To ensure that the Contracting Authority's Duty of Care in respect of waste is adequately discharged Suppliers are required to:
- Visit the sites, prior to tendering in order to establish the suitability of their proposed arrangements for the removal of waste.
  - Provide comprehensive written documentation relating to all aspects of the contract.
  - Provide a fully detailed audit trail relating to the collection of all waste streams - including appropriate method statements where significant risk is identified.
  - Provide details of weighbridge facilities and waste tracking processes.
  - Produce a complete procedure, which covers all the requirements of the Environmental Protection Act 1990 and Hazardous Waste Regulations 2005, including Code of Practice on Duty of Care, COSHH and the requirements of

the Health and Safety at Work Act. This must include formal Risk Assessment documentation and details of measures taken to monitor and review.

- 6.2 Suppliers are requested to provide a 'Duty of Care' report for any organization that they propose to use during the execution of this Framework Agreement and any subsequent Call-off Contract either frequently or on a contingency basis. Reports provided must be no older than 12 months old.
- 6.3 Adherence to Duty of Care principles will be a continuing process throughout the duration of the Framework Agreement and any subsequent Call-off Contract. The Contracting Authority reserves the right to monitor the waste through all stages of disposal. This is to ensure that no divergence from specification or instances of unacceptable working practice occurs. This will be in accordance with the Contracting Authority's Duty of Care requirements. Part of the monitoring process will require access to the disposal facilities during the provision of the service. This action shall in no way absolve the Contractor from its responsibilities under statutory legislation as part of this contract.
- 6.4 The Contracting Authority's Representative may carry out audits of the Suppliers' sites and quality system (including all relevant Quality Plans and any quality manuals and procedures) at approximate intervals of six (6) months and may carry out other periodic monitoring, spot checks and auditing of the Suppliers' sites and quality management systems and the other quality systems used to provide this service. The Suppliers shall procure that the Contracting Authority's Representative shall have a like right in respect of any Major Sub-Contractors. The Suppliers shall co-operate and shall procure that any Major Sub-Contractor co-operates with the Contracting Authority's Representative including providing him with all information and documentation which he reasonably requires in connection with his rights under this Clause.

## **7. Waste Containers and Labels**

- 7.1 The Supplier/s will provide prices for internal storage of the waste and plastic bags. The Contracting Authority reserves the right to purchase the storage bins either from the Supplier/s or other sources. The Containers for waste storage can include plastic containers, bins; where possible plastic wheelie bins should be provided, bins with lids, waste consoles, skips, etc. Such storage containers will adhere to the relevant national standards, the Trusts' Waste Management Policies and will be fit for purpose, for example clean and with functioning locks where applicable, of good full working order including wheels and brakes where applicable. The containers must be appropriately colour-coded in accordance with the standard set by Department of Health's "Environment and sustainability Health Technical Memorandum 07-01: Safe management of healthcare waste".
- 7.2 The Suppliers will maintain an industry standard or agree with the Contracting Authorities on a particular standard in the cases where a directive is not available.
- 7.3 External waste storage containers will be provided, cleaned and replaced (where necessary) at no additional cost.

## **8. Service Schedule**

- 8.1 All waste collection services for Lots 1 should be carried out between the hours of 7:00 to 18:00 hours unless specified in Appendix D. The Suppliers are advised that the Service Schedule provided in Appendix D will be subject to change during the contract term and sites may be added or removed as and when required. There should be no penalty for the addition or removal of sites from the Service Schedule

throughout the duration of the contract.

- 8.2 The Contracting Authority encourages the Suppliers to provide any suggestions to improve the service schedules or the use of alternative waste holding/ storage equipment.

## **9. Service Variation**

Variations in service requirements (including additional or reduced collections) will be notified to the Suppliers as and when required and registered through the change control process.

## **10. Recording of Waste Collection and Disposal**

- 10.1 All non-hazardous waste collected will be covered by a Controlled Waste Transfer Note in accordance with the Waste (England and Wales) Regulations 2011.
- 10.2 All hazardous waste collected will be covered by a Hazardous Waste Consignment Note and in accordance with the Environmental Protection Act 1990 and the EU Waste Framework Directive and subsequent amendment.
- 10.3 All Controlled Waste Transfer Notes and Hazardous Waste Consignment Notes must be signed by the Contracting Authority's representative(s) and be in full compliance with the Waste (England and Wales) Regulations 2011 and Hazardous Waste Regulations respectively before waste is removed from the Contracting Authority's premises.
- 10.4 The weight of each consignment must be established by the use of a weighbridge or other approved and calibrated weighing method which is weights and measures endorsed by HM Customs and Excise.
- 10.5 After the delivery of each load the operator of the waste treatment facility shall issue to the Suppliers a receipt recording the time, date and disposal method/ point of the load and/or the weight of the individual containers as applicable. A copy of the previous month's receipts shall be forwarded (preferably electronic) together with the monthly invoices to the Contracting Authority's representative.
- 10.6 All Controlled Waste Transfer Notes and Hazardous Waste Consignment Notes shall be numbered.

## **11. Vehicle and Transportation of Waste**

- 11.1 The Suppliers shall at all times maintain a comprehensive Transportation Plan giving details of routes, collection points, timetables, vehicles and driver details. The Transportation Plan should allow sufficient flexibility to accommodate any reasonable special needs that the Contracting Authority may have. The Suppliers shall consult the Contracting Authority regarding any alterations.
- 11.2 The Suppliers will ensure that:-
- 11.2.1 Vehicles used for providing the services are to be roadworthy in accordance with the Road Traffic Acts and as appropriate be properly licensed by the Local Authority and where appropriate be of a type that conforms to current Motor Vehicle Regulations (i.e. Motor Vehicles (Construction and Use) Regulations, the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2011 etc) and future regulations during the Term.

- 11.2.2 The Suppliers will provide to the Contracting Authority evidence of current registration by the appropriate Trust, as a waste carrier for the transportation and disposal of Clinical, Special/ Hazardous and Domestic and General waste(s)/ Miscellaneous waste(s).
- 11.2.3 Vehicles must be maintained to a high standard of reliability and roadworthiness and will be subject to inspection at any reasonable time and may (but not unreasonably or vexatious) instruct the Contractor not to use the said vehicles in the provision of the services. All vehicles used must conform to the Motor Vehicles (Construction and Use) Regulations.
- 11.2.4 The interior and exterior of all vehicles are kept clean and tidy.
- 11.2.5 It will provide adequate cover for the non-availability of vehicles for any reason.
- 11.2.6 The vehicles shall at **all times**, at the expense of the Contractor, be appropriately licensed and insured.
- 11.3 The Suppliers shall provide evidence of insurance and breakdown cover for all vehicles. Evidence of insurance and breakdown cover provision will be required to be produced to the Contracting Authority's representative(s) upon request.
- 11.4 The Suppliers shall provide evidence of current registration by the appropriate Authority, as a waste carrier for the transportation and disposal of Clinical waste/ Miscellaneous waste.
- 11.5 The Suppliers shall provide details of their company's Dangerous Goods Safety Advisor (DGSA) together with a copy of their most recent Dangerous Goods Safety Advisor Report within their tender submission.
- 11.6 The Suppliers will provide the Contracting Authority's representative(s) with a copy of the Dangerous Goods Safety Advisor report on an annual basis.
- 11.7 The Suppliers shall ensure that the necessary Transport Documentation required to support the carriage of UN3291, Clinical Waste, Unspecified and N.O.S. (as required under the CDG Road Regulations 13(2)) is completed in order to ensure that the Contracting Authority is not in breach of their Duty of Care.
- 11.8 The Contracting Authority will ensure that adequate access and space for the Suppliers for the collection of waste streams in accordance with the agreed service schedule. Locations where adequate access is an issue will be highlighted and solutions discussed with the Suppliers.
- 11.9 Vehicle access times are site specific. Site parking will only be permitted during the period of loading and unloading. Suppliers should note that some site have restricted times of operation and access. As per Appendix D.
- 11.10 The Suppliers will ensure vehicles used to collect waste/ serve this contract will avoid the blocking/ disruption to vehicles or public access to any site.

## **12. Waste Transfer/ Treatment/ Disposal Facilities**

- 12.1 The Suppliers are required to provide full details of the Clinical, waste transfer, treatment and disposal processes they propose to use during the course of the contract.
- 12.2 The waste streams will be processed in accordance with the following processing route.

Waste Categories	Treatment Method	Disposal
Infectious Clinical	Alternative Treatment or Incineration	NOT landfill
Non-Medicine Contaminated Sharps	Incineration	NOT landfill
Medicine Contaminated Sharps	Incineration	NOT landfill
Cytotoxic & Cytostatic	Incineration	NOT landfill
Medicine Waste	Incineration	NOT landfill
Medicine Contaminated Infectious Clinical Waste	Incineration	NOT landfill

### 13. Major Incidents and Contingency Plans

- 13.1 In the event of a major incident, the Suppliers will be responsible for disposing of the waste generated by the Contracting Authority.
- 13.2 Waste generated during a major incident may consist of, but not limited to, Clinical, Hazardous Clinical, Hazardous Non-Clinical, confidential, Domestic and General and Miscellaneous waste.
- 13.3 The Contracting Authority in conjunction with emergency services and the Environmental Agency will advise the Suppliers of the nature of the waste.
- 13.4 The Suppliers should note that subject to the major incident in question, additional bins/ containers will be required in addition to bins/ containers already on site(s).
- 13.5 The Suppliers should provide full details of contingency plans for possible service failures and unavailable services. Full details of backup facilities should be provided and contingencies for transportation issues.
- 13.6 Overall service performance below the target percentage may attract service default credits as agreed between the parties. The Contractor is expected to provide these in the form of a credit note. Should the service performance standards fall below the expected levels, in any one month, as stated in the specification and the Service Deliverables (see Appendix C); the Contractor is expected to remedy the situation within the timescales agreed between the parties. If the Contractor fails to remedy the situation within the rectification timescales agreed, the Contracting Authority reserves the right to escalate the issue through the formal contracting procedure.
- 13.7 The Suppliers are required to have in place robust business continuity plans to ensure that its critical business operations can continue in the event of an unplanned incident.
- 13.8 The Suppliers must analyse its business activities and plan how it would respond to internal system failures and external emergencies including, but not limited to; outbreak of infectious illness, major incident e.g. fire or flood, terrorism, vehicle breakdown/accident, extreme weather, closure of disposal site, IT or communication systems failure.
- 13.9 As a minimum the plan should consider; responsibility, internal and external

communication, staff, premises, resources, response times, use of alternative disposal facilities and staff training with regard to the plan.

13.10 The Business Continuity Plan must be tested and updated on an annual basis with a copy supplied to the Contracting Authority.

13.11 The Suppliers are also required to support the Contracting Authority in the development of its own contingency plans in relation to waste management.

#### **14. Sub-Contracting**

14.1 The Suppliers shall list all aspects of the contract they would intend to sub-contract and/ or employ a third party to fulfill the service(s) specified within the contract specification within Schedule 8.

14.2 The Suppliers shall provide name(s), addresses(s) and contact details of proposed sub-contacted suppliers and/ or third parties to be employed within the contract in their tender proposal together with all relevant licenses and requirements as detailed in Section 2.

14.3 The supplier shall seek approval from the Contracting Authority of any changes in sub-contractor prior to the change taking place.

#### **15. Noise Control**

15.1 The Suppliers shall ensure that all measures are taken to control the noise levels produced by their operations on site required under or by virtue of any enactment, regulation or Codes of Practice or by the working rules of any industry.

15.2 The Suppliers attention is drawn in particular to Part III of the Control of Pollution Act 1974, Part III of the Environmental Protection Act 1990 and any Regulation made or Codes of Practice approved there under.

15.3 The Suppliers is to note that due to the working environment. All noise levels are to be kept to a minimum.

#### **16. Contractor's Staff**

16.1 The Suppliers shall ensure that every person employed by the Suppliers and/ or sub-Suppliers employed for the provision of waste management services, is at all times properly and sufficiently trained by having participated in a formal training programme prior to commencing work. This will include information governance awareness training. Details of training records should be available as requested by the Contracting Authority.

16.2 Staff appointed by the Suppliers and/ or sub-Suppliers must be aware of all relevant rules and procedures concerning Health and Safety at Work and the recording of all accidents and untoward occurrences involving waste disposal procedures from the Contracting Authority's site(s).

16.3 Reportable incidences (i.e. RIDDOR) must be reported on the appropriate Accident Incident Form to the HSE and copies forwarded to the Contracting Authority's authorised officer(s).

16.4 The Suppliers' staff shall be required to carry and display a form of identification for any period during which they are working on the Contracting Authority's premises.

16.5 The Suppliers shall provide uniforms for their staff at all times while on the

- Contracting Authority's premises and ensure that staffs are dressed in appropriate protective uniforms/ work wear. High visibility jackets must be worn at all times.
- 16.6 The Contracting Authority expects the highest standards of personal hygiene, courtesy and consideration from all of the Suppliers/ sub-Suppliers staff at all times.
- 16.7 The Suppliers shall prohibit their staff from smoking on any of the Contracting Authority's premises or grounds.
- 16.8 The Suppliers shall ensure that their staff refrains from the use of mobile phones or radio devices whilst on the premises of the Contracting Authority. A mobile phone may be used to contact the Suppliers' premises.
- 16.9 The Contracting Authority reserves the right to request the removal of staff who fails to carry out the service to the standards required by the Contracting Authority as outlined within the contract specification.
- 16.10 The Suppliers shall fulfill the requirements of the contract with a minimum of disruption. Specific attention should be drawn to the following:
- 16.10.1 Not convey any articles to or from a patient and or visitor or have any dealing with any patient and or visitor unless so requested by the Contracting Authority's authorised officer.
- 16.10.2 Not to trespass on the Contracting Authority's property but confine themselves strictly to the locality of their work.
- 16.10.3 The Suppliers attention is drawn to the provisions of the Mental Health Act 1983 which, lays down penalties to which persons employed in Mental Health Hospitals are liable upon conviction for misconduct with patients. A copy of the Act may be seen in the office of the Unit Manager and Suppliers are reminded that ignorance of the law is not regarded as a defence in the Courts.
- 16.10.4 The Suppliers and relevant staff employed on this contract must at all times be mindful of the need to respect patient confidentiality, and should not interact verbally or physically with patients.
- 16.11 The Suppliers shall be liable for both authorised and unauthorised acts of its employees whilst carrying out their duties in line with the contract specification whilst they are on the Contracting Authority's premises.
- 16.12 The Suppliers shall ensure that:
- 16.12.1 Every person newly recruited to be employed by the Suppliers and/ or sub-Suppliers in and about the provision of the services shall, at the Suppliers' expense, at the commencement of the contract period or that person's employment (whichever shall be the latter) be medically screened, a copy of which shall be made available to the participating Contracting Authority's Occupational Health Services.
- 16.12.2 Any employee shall be excluded from the site when suffering from any infectious or communicable disease.
- 16.13 In the event of the Suppliers' staff who have, or who may have, access to the Contracting Authority's sites during the course of the Contract being criminally prosecuted for a serious offence (as defined in the Police and Criminal Evidence Act 1984), the Suppliers must immediately supply the authorised officer with a full report



of the circumstances and, ultimately, of the outcome of any judicial procedures.

## **17. Price, Payment and Supporting Invoice/Management Information**

17.1 The Suppliers will submit invoices to:

East Sussex Healthcare NHS Trust  
Accounts Payable  
St Annes House  
729 The Ridge  
St Leonards on Sea  
TN37 7PT

17.1.1 The Contracting Authority will require the following management information pertaining to their waste collections in support of the monthly invoice for each type of waste stream.

- I. Site Location.
- II. Date of Uplift.
- III. Number and size of each container collected from each site.
- IV. Total weight for each site for bulk collection.
- V. Any bin or other equipment rental where appropriate
- VI. All the above data for all waste uplifts.

17.1.2 All invoices must quote a valid purchaser order number, the current price per tonne/ unit, or unit cost, for the collection and relevant Waste Transfer Notes, Hazardous Waste Consignment Notes and Certificates of Destruction.

17.1.3 Where sub-contracting arrangements exist, the Suppliers shall arrange for all invoices to be co-ordinated with the Contracting Authority receiving one consolidated monthly invoice.

17.1.4 The Suppliers must have in place a fully auditable identification and tracking system from point of collection to disposal of all waste streams.

17.1.5 The Suppliers must have in place a fully auditable identification and tracking system from point of collection to disposal of all waste streams. It is best practice for Contracting Authorities to tag clinical waste bags.

17.1.6 A computerised/web-based tracking system is desirable albeit not essential.

17.1.7 A carbon calculator for movement of the waste is also desirable.

## **18. Quality Assurance/Environmental Policy**

18.1 The Suppliers will provide details of any updates to their quality assurance system and/ or accreditations (including copies of certificated evidence) operated by their company, which are applicable to this contract.

18.2 The Suppliers will provide details of any current and future Environmental policies and/ or accreditations (including copies of certificated evidence) developed/ received by their company, which are applicable to this contract.

## **19. Public Holidays**

The Suppliers must ensure that service schedules and staffing levels are unaffected by Public Holidays.

## **20. Contract Mobilisation**

The Supplier must ensure there is a seamless transition between the incumbent suppliers during the transition period. The Supplier will propose a contract implementation plan in line with the provided tender timeline which will include but not be limited to -

- a. A mobilisation plan which will include the resource requirements, key dates, possible risks and the measurements to minimise such risks;
- b. Awareness sessions/Road-shows on key sites;
- c. Weekly/bi-weekly meeting with the stakeholders to report the implementation progress and review actions/scoping; and
- d. Liaise with the Contracting Authority and the incumbent supplier for a smooth transition.

## **21. Contract Management**

- 21.1 The Contracting Authority will require the Supplier to appoint a dedicated Account Manager to the Contracting Authority. The Account Manager's contact details and any other relevant information shall be provided by the Supplier upon signing of Service Level Agreements.
- 21.2 The Contracting Authority will identify "gatekeepers and/or authorised officers" to instruct any Supplier. Details of these personnel, their contact telephone numbers and any other relevant information, e.g. financial thresholds, will be provided by the Contracting Authority upon signing of Service Level Agreements. In the event that work is requested by an individual other than the Gatekeeper and/or authorised officers then it shall be referred back to the Gatekeeper and/or authorised officer for approval before any expenditure is incurred.
- 21.3 Exceptions to the above protocols are valid for any "emergency out of hours" requests (none for core hours)
- 21.4 Any unauthorised work/work undertaken outside of sections 23.2 and 23.3 (above) will not be accepted by the Contracting Authority(s) and subsequently invoices shall not be paid.

## **22. Advertising and Publicity**

The Supplier shall:

- 22.1 at all times protect the interest of the Contracting Authority;
- 22.2 provide the Contracting Authority with prior warning and information in the event of any matter attracting publicity; and
- 22.3 not publish any articles referring to the Contracting Authority without the Contracting Authority's prior written consent.

## **23. Contract Monitoring**

- 23.1 The Suppliers and the Contracting Authority's authorising officer(s) will be responsible for monitoring the quality and effectiveness of the service. All Suppliers must submit with their tender a statement on how these standards will be achieved and monitored in practice. This will be agreed between the Supplier(s) and the Contracting Authority.

- 23.2 Suppliers must provide a written outline of how they propose to monitor, trace and audit the contract during the life of the agreement within their tender proposal.
- 23.3 The Contracting Authority, in accordance with its Duty of Care principles will agree a formal monitoring system with the Contractor(s), to commence at the start of the contract and be based on a continuous assessment process throughout the life of the contract.
- 23.4 The Contracting Authority, reserves the right to inspect with or without prior notice, all records relating to the performance of the contract.
- 23.5 The Contracting Authority reserves the right to visit any specified holding/waste disposal sites with or without prior notice during the contract period.

#### **24. Service Review Meetings**

- 24.1 The Supplier shall attend Service Review Meetings at the request of the Contracting Authority Representative.
- 24.2 Service Review Meetings will occur at no less than quarterly intervals to coincide with the production of quarterly reports by the Supplier.
- 24.3 The Supplier's representatives at Service Review Meetings shall include as a minimum the dedicated Contract Manager.
- 24.4 The role of the service review group is:-
- i. to support the contracting role of the Contracting Authority in performance management of this Contract;
  - ii. to receive and consider the quarterly reports required by the Contracting Authority;
  - iii. to allow all parties to discuss their respective levels of satisfaction in respect of the Services provided under this Agreement and to agree any action necessary to address areas of dissatisfaction;
  - iv. to discuss any issues of performance relating to this Agreement, including but not limited to:
    1. Streamline the services.
    2. incidents,
    3. finance,
    4. new legislation,
    5. targets,
    6. overall tonnage,
    7. bin cleanliness report,
    8. equipment maintenance report,
    9. continuous improvement initiatives or any other aspect of the contract.
  - v. to report, discuss, investigate and resolve Complaints and any Serious Incidents and advise on good practice to minimise incidents in the future;
  - vi. to agree the Annual Operation Plan (and amend as necessary);
  - vii. to commission any investigation into a Service anomaly occurring within the preceding quarterly reporting period (including for example willful poor performance, breach of the agreement, negligence);
  - viii. to review the outcomes of any investigations and undertake assessment of an appropriate rectification plan by the Contractor;
  - ix. to identify whether in the event of an uncertified Contractor deficiency, sanctions should

be applied to the Contractor;

- x. agreeing when Service/site inspections and audits are to take place, reviewing all rectification completion reports and closing off such reports. Audits may include, though are not restricted to, audits of the quality of the service,
- xi. review of any reports received from relevant statutory or non-statutory bodies received during the preceding quarterly reporting period;
- xii. to review any required, proposed or actioned changes to the service provision brought about by any changes in, for instance (this list is not intended to be exclusive):
  - Technology, local, national or international recommendations/standards/guidance, safety.

24.5 The Supplier shall provide a quarterly review report in advance of each Service Review Meeting which will contain the following monthly information in respect of the quarter just ended including, but not limited to:-

- 1. review of Supplier's reports including the Service Review Meeting reports as set out at in this Schedule (Specification) with a summary of the findings
- 2. review of KPI reports, including any Service anomalies with appropriate rectification plans;
- 3. review of ordering practice
- 4. review of deliveries, both completeness of orders and timeliness of deliveries
- 5. a summary of all issues reported to the Helpdesk, during the Contract Month;
- 6. the Deductions arising in respect of failure to meet the KPIs;
- 7. the number of breaches in respect of any failure to meet the KPIs;
- 8. the identification of any trends in performance activity;
- 9. any specific areas of concern or interest and any other information reasonably requested by the Contracting Authority.
- 10. Contractor's presentation of any information requested by the Contracting Authority Representative, for example: billing, complaints, feedback and Serious Incidents information;
- 11. review of Annual Operational Plans and progress against such plans
- 12. updates on specific projects
- 13. review of innovations

24.6 Reports for the Service Review Meetings shall be provided to the Contracting Authority Representative at least 5 Working Days prior to each scheduled Service Review Meeting, by the Suppliers.

24.7 Meetings will be held within the Region, at locations to be agreed between the attendees.

24.8 For a Service Review Meeting to be quorate the Contracting Authority Representative and the Supplier's Representative must be present.

## **25. Annual Review and Operational Plan**

25.1 No less than two (2) months before the Planned Service Commencement Date, and by 31<sup>st</sup> March in each Year thereafter, the CONTRACTOR shall deliver to the

Contracting Authority and the Contracting Authority Representative for their comments:-

- a. a draft Annual Operation Plan which relates to the operation of the Waste Management Services in the following Year (including any proposed changes to business development opportunities , the business continuity/disaster recovery arrangements and/or the IM&T, KPIs, Mobilisation and Transition Documentation)
- b. copies of the Contractor's standard operating procedures in relation to the Waste Management Service; and
- c. a summary of proposals for the operation of the Waste Management Services over each remaining Year of the term of this Agreement.

25.2 The Contracting Authority and the Suppliers will discuss the documents provided under this Clause at the next Service Review Meeting and where the Contracting Authority and/or the Contracting Authority Representative make any comments, suggestions and amendments, the Suppliers shall take these into account and amend and resubmit the Annual Operation Plan for approval by the Contracting Authority Representative and adoption prior to the commencement of any Contract Year.

25.3 The Suppliers shall make members of its senior management available for formal Service Review Meetings with the Contracting Authority Representative at the monthly meetings to:-

review progress against the Annual Operation Plan;

agree any amendments to the current Annual Operation Plan; and

consider all matters listed in the Specification

25.4 The Annual Operational Plan shall cover in detail the next 12-month period, with the remainder of the contract term being covered at a summary level (to be agreed with the Contracting Authority).

25.5 The Annual Operational Plan shall set out the Suppliers' proposed overarching plan for the operation and day to day management of the Clinical Waste Management Services and the following non-exhaustive list of elements shall be included within the plan:-

#	Section	Sub-section	Description
1	Executive summary	-	Provides key messages of the operation plan and outlines key events and activities over the forthcoming year.
2	Strategic plan summary	-	Includes the Suppliers' mission, strategic goals– both Suppliers (Impacts on customer) and customer (Suppliers deliverability) market analysis (key trends, opportunities), Horizon scanning including specific areas for future development. Political analysis
3	Operational objectives and performance targets	-	Closely linked to the strategic goals and the NHS requirements, these should be both for the duration of the programme (high-level) and for the next year (detailed, specific and

#	Section	Sub-section	Description
			measurable). The targets should provide a realistic but ambitious stretch for the Service. Short term objectives (Next year) Medium term objectives (Contract duration)
4	Organisation chart and governance structure		Includes the key contacts with contact details (e.g. emergency contacts), the escalation process and planned stakeholder meetings.
5	Operational structure		Includes infrastructure, contingency options etc.
6	Demand forecast	Demand by type of service	
		Customer Service demand	Call volumes, call resolution times etc.
7	Capacity plans (matched to demand forecast and outlined on a monthly basis)	Suppliers' Human Resources	Project management, administration and planning, customer service and management. Clearly state any assumptions (e.g. regarding productivity, level of absence etc.) and contingencies.  Clarify resourcing for "Normal" service, "enhanced" service (e.g. over Christmas) and Out-of-Hours, and the specific periods in which the different resourcing levels are deployed (dates)
	Capacity plans (continued)	Assets and planned purchases	Clearly translate the demand forecast into assets requirements, outlining the assumptions made. The capacity plans should then match against these asset requirements.  This section should include any service innovations planned for release in the forthcoming operational Year  The CONTRACTOR shall provide as a minimum in the annual review the asset list from the auditable asset management system for all Equipment and Systems. As a minimum the asset management system shall record the following information for each item of Equipment and Systems:

#	Section	Sub-section	Description
			<p>l) current condition;</p> <p>m) repair and maintenance history;</p> <p>n) staff training records;</p> <p>p) details on any modifications made to the Equipment; and</p> <p>q) any other information as instructed by the Contracting Authority's Representative.</p>
		Information Systems	Customer Contact Centre capacity and structure; failover options; contingencies
		Arrangements in place to "flex" supply	Outline the measures in place to ensure resource flexibility to meet surges in demand including assets.
8	Key programmes, projects and major activities planned		Includes all major activities planned in relation to the Waste Management Services. Programmes shall include: information on later phases, data and billing improvements; and planned service innovations including impact on estates, improved data management and reporting to support the Contracting Authority.
9	Key event arrangements		<p>Outlining key periods/events in the Year and the specific plans associated with them. This should include Christmas, Easter and public holidays, as well as any other events thought to impact on the demands placed on the Waste Management Services all the way through the supply chain.</p> <p>This section should include a calendar for the Year, indicating any days which are not operating at "normal" levels (e.g. "enhanced service" over the Christmas period to ensure service-levels are met).</p>
10	Complaints procedures		Clear process description of how Complaints are managed by the Suppliers, how stakeholders are informed, the performance targets for resolution, escalation process etc.
11	Incidents		Clear process description of how incidents are managed and reported by the Suppliers, and how lessons learnt will be used to improve future performance.
12	Communications plan		<p>Includes a communications strategy, indicating all types of planned communications etc.</p> <ol style="list-style-type: none"> <li>1. Primary Suppliers/ Third party</li> <li>2. Customer/ Primary Suppliers</li> <li>3. Customer/ Third party Suppliers</li> </ol>

#	Section	Sub-section	Description
			4. Emergency communications
13	Business continuity plans		<p>Within the Waste Management Services, business continuity can broadly be divided into two categories: first, ensuring continuity within the Suppliers' own realm (e.g. continuity of supply); second, contributing to continuity issues (e.g. seasonal flu).</p> <ol style="list-style-type: none"> <li>1. For the purpose of the operation plans, the Suppliers shall submit details of its provisions for the former category. The contribution to wider NHS continuity issues will be addressed via engagement with the relevant local contacts. Scenarios to be considered should include:</li> <li>2. escalated demand (overall, emergency); Access: e.g. Adverse weather, snow, floods</li> <li>3. Illness: e.g. Customer service centre downtime, Pandemic flu</li> <li>4. Loss of Suppliers: e.g. Fire, floor, earthquake etc.</li> <li>5. Loss of Suppliers: e.g. Bankruptcy</li> <li>6. Production facility loss e.g. QC failures</li> </ol> <p><b>Business Continuity Activation</b></p> <p>Suppliers shall notify the Contracting Authority immediately upon activation of the Business Continuity plan, and provide notification in writing to the Contracting Authority of activation of the Business Continuity plan within five (5) Business Days from the date of activation.</p> <p>It will be a requirement that the Suppliers will from time to time be requested by the Contracting Authority to have the Business Continuity plan (either in part or in totality) validated and assessed as to its fitness for purpose in conjunction with the Contracting Authority. Advance notification to Suppliers that there will be a requirement to validate the Suppliers' Business Continuity plan will be subject to agreement between the Contracting Authority and the Suppliers.</p>
14	Quality Management		The Suppliers will also address potential loss of third party Suppliers or degradation in their service.



#	Section	Sub-section	Description
			<p>Details of quality assurance programmes and current quality management provisions. Areas may include, but will not be limited to,</p> <ol style="list-style-type: none"> <li>1. Data and billing quality</li> <li>1. ERIC reports</li> <li>2. KPI</li> <li>3. CONTRACTOR/ customer complaints/ plaudits</li> <li>4. Service failures</li> <li>5. System wastage</li> <li>6. Staff training</li> <li>7. Equipment/consumables</li> <li>8. Service Users feedback</li> <li>9. Audit plan</li> <li>10. Planned preventative maintenance schedules for the next fiscal year which have been agreed and signed off by the Contracting Authority.</li> </ol>
15	Risk analysis and risk management approach		<p>Details of risk analysis and risk management approach. Areas may include, but will not be limited to, identification of risks - - KPIs, equipment, patient safety, business continuity, peak demand management, equipment maintenance and system failures.</p>
16	Continuous Improvement		<p>Identification of:</p> <ol style="list-style-type: none"> <li>1. Service administration improvements</li> <li>2. Staff development opportunities</li> <li>3. Quality improvement and value added services</li> <li>4. Associated risk analysis, detailing of qualitative and quantitative benefits and intended roll out, process and operational improvements including lessons-learnt from feedback from stakeholders, to Patients, NHS, Suppliers and other stakeholders.</li> </ol>
17	Budget and investment plan		<p>Details of investment plans including projected annual spend, cost budgets for the full Year with cost pressure and high-level results against previous Year plan/budget. Identify areas of cost savings and investments made. Service development potential and projected costs/ savings</p>

- 25.6 The final output will be presented in two formats:-
- (a) a short, overview slide presentation for use at Service Review Group Meetings, enabling feedback and questioning to ensure the plans are understood; and
  - (b) a full plan, offering details on all the areas outlined above.

## **26. Innovations/ Additional Services**

- 26.1 Suppliers are encouraged to provide written proposals for any additional Services they believe should/ can be added to the contract. The Contracting Authority welcomes any initiatives/ innovations from Suppliers to help minimise waste levels. These initiatives should be sustainable and cost effective and include environmental best practice. Suppliers should include all proposals in writing.
- 26.2 As part of the contract price the Contracting Authority also requires an annual site “Upstream or Producer” audit to be carried out by a qualified and competent auditor. Please detail how this requirement will be made and by whom. There will be no charge for this as it is expected that it will be shown in the tender price.
- 26.3 A long term partnership approach is sought between the appointed Supplier and the Contracting Authority with the aim of maximising the transparency of the relationship.

It is anticipated that this partnership approach will be shown by:

- a. The co-operation and future development of an “open book accounting process”;
  - b. Ability to provide access for the sharing of the long termed strategic objectives, future plans and new business development; and
  - c. Making feasible proposals for implementing new business ideas by clearly demonstrating how the new solution will benefit the Contracting Authorities.
- 26.4 Suppliers are required to provide annual training and education to all staff and Suppliers staff (where applicable). The training and education should be delivered across all Trust sites and should include (but not limited to):-
- 26.4.1 Face to face briefings/training
  - 26.4.2 Roadshows
  - 26.4.3 Newsletters
  - 26.4.4 Waste segregation advice
  - 26.4.5 Attendance at Infection Prevention and Control meetings (Clinical & offensive waste)