



The City of Edinburgh Council

Schedule 2 - Specification

Mini Competition for Receipt and Processing of Dry Mixed Recyclates

Utilising Lot 1 of the Scotland Excel Dynamic Purchasing System for Treatment and Disposal of Recyclable and Residual Waste (ref: 27 / 17)

Contract Ref: CT1574

Version 2

October 2025

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0. INTRODUCTION

- 0.1 The City of Edinburgh Council (the Council) invite tenders for a Contract for Receipt and Processing of Dry Mixed Recyclates. Please note that mixed glass is NOT within the scope of this procurement as it is the subject of a separate contract.
- 0.2 The Contract will facilitate the Council meeting their commitments under the Waste (Scotland) Regulations (2012), as well as to comply with other legislation including the Extended Producer (Packaging) Regulations and the developing requirements of the Circular Economy (Scotland) Act 2024.
- 0.3 The Council wishes to appoint a Contractor to receive and process Dry Mixed Recyclables (DMR) collected from households, Recycling Centres and supermarket banks and Council premises within the City of Edinburgh Council area.
- 0.4 It is anticipated that the Contract will commence on 29th March 2026.
- 0.5 The term of the Contract will be for a period of two years with the option of two further extensions of up to 12 months each.
- 0.6 Any Contract extension will be undertaken at the sole and absolute discretion of the Council.
- 0.7 It is a mandatory requirement of the Contract that the Contractor holds a current Waste Management Licence, Pollution Prevention and Control Permit or a relevant exemption.
- 0.8 It is a mandatory requirement of the Contract that the Contractor and/or any proposed uplift Sub-contractor holds a current Waste Carrier's Licence.
- 0.9 It is a mandatory requirement of the Contract that the Contractor and/or any proposed uplift subcontractor holds an appropriate Operators licence as issued by the Driver and Vehicle Standards Agency (DVSA).
- 0.10 It is a mandatory requirement of the Contract that all treatment, transfer and disposal facilities used in the performance of the Contract are fully licensed by SEPA and hold full Planning Permission for the activities relating to provision of the service granted by the relevant local authority.
- 0.11 It is a mandatory requirement of the Contract that the Contractor has a robust and relevant Environmental Management Policy. Contractors will be required to provide this policy at the outset for inspection and at regular intervals throughout the contract.
- 0.12 The mandatory requirements in Sections 0.7 to 0.11 shall be deemed to be met by organisations and facilities operated under equivalent controls to those described in Sections 0.7 to 0.11 by the relevant regulatory agency in an administration outside Scotland
- 0.13 The Council is seeking a Contractor who can provide a delivery point for the materials which is within a reasonable travelling distance from Edinburgh City Centre (no more than 15 miles by road from Edinburgh City Centre) which will not have an adverse logistical impact on the provision of the Council's waste collection service.

- 0.14 For the purposes of this Specification, Edinburgh City Centre is defined as the Foot of The Mound at Princes Street, Edinburgh (Grid Reference NT325364 673878, Latitude 55.952 Longitude 3 1968, nearest Post Code EH2 2EL).
- 0.15 The activities shall be carried out in a manner compliant with:
- The Waste (Scotland) Regulations 2014;
 - The Waste Electrical and Electronic Equipment Regulations 2013; and
 - The Waste Batteries and Accumulators Regulations 2009.

1. BACKGROUND

- 1.1 The City of Edinburgh Council area comprises around 250,000 households, with this number forecast to grow. This is split almost 50/50 between households who receive a traditional kerbside collection, and those in flats who receive communal bin collections.
- 1.2 All tonnages quoted are approximate and do not constitute either a guaranteed maximum or guaranteed minimum is currently intended that the successful Contractor will carry out receipt, treatment and disposal of Inert Waste and Rubble from the Council's HWRC. The Contractor's reprocessing facility or transfer station must be appropriately licensed by the Scottish Environmental Protection Agency (SEPA). See section 2 (Service Requirements) for further details.
- 1.3 The Council cannot guarantee the compositional percentage of individual materials as this is liable to variation.
- 1.4 There is always an element of contamination, and non-target material included in the total tonnage are stated in Appendix 1. More information on potential contamination is contained in section 2.3.
- 1.5.1 It is the Council's intention that all tonnages and all materials included within this scope shall be subject to this contract from the date of commencement.
- 1.6 It is the Councils' intention to appoint a sole supplier for this Contract

2. SERVICE REQUIREMENTS

2.1. Targeted Materials for Processing:

- 2.1.1 The Materials that must be collected through both the kerbside and communal collection services are defined as targeted materials and their associated packaging types. A list of these can be found in Appendix 1.
- 2.1.2 The successful contractor shall have the capacity to receive and process all target materials and associated packaging types as listed in Appendix 1. This list may be subject to change to reflect current or future UK or Scottish Government legislation. Any such changes will require mutual agreement between both parties.
- 2.1.3 The Contractor must also provide details of the proposed end destinations of each material prior to the start of the contract and update the Council if these change during the contract period.

- 2.1.4 In response to legislative changes, the council is exploring the inclusion of plastic film within its co-mingled collections. If implemented, plastic film will be designated as target material, and the Contractor would be expected to be able accept and process it in line with all other targeted materials.
- 2.1.5 The Council acknowledges the potential introduction of a government mandated Deposit Return Scheme (DRS) during the contract term. The Contractor should be aware that, if implemented, such a scheme may reduce the volume of co-mingled waste collected and delivered to the contractor.
- 2.1.6 The Council recognises a market shift towards Twin Stream collections as an alternative to the co-mingled system currently in use and is actively considering this approach. Therefore, if implemented the Contractor would be expected to support the Council to ensure the waste is recycled appropriately throughout the roll out this change in service, including but not limited to; providing an alternative solution, such as a subcontractor to allow targeted materials to be processed as two separate waste streams should the successful Contractor be unable to do so.
- 2.1.7 In the event of any future impacts arising from the potential changes outlined in Section 2.1.4 to 2.1.6, or from any other legislative developments, the Council and the Contractor will meet regularly to assess the implications. Both parties will work together and collaboratively to agree any necessary adjustments to the service provision or contract, and monitor the effectiveness of any changes implemented.
- 2.1.8 During the process outlined in 2.1.7, the opportunity will be given for reasonable price variation discussions based on evidenced changes in costs. All price variations must be mutually agreed prior to a price change, with the Council having final sign-off.
- 2.1.9 Any changes to the list of targeted materials, whether driven by legislation, market developments, or service design changes, shall be managed through a formal change control process agreed between the Council and the Contractor.

2.2. Delivery and Acceptance of Materials:

- 2.2.1 The material will be delivered by either RCV or in bulk by articulated lorries.
- 2.2.2 Due to the method of disposal in Edinburgh in which sometimes DMR is placed in bin bags for disposal, there is a requirement that the reception facility has the ability to accept and separate bagged recycling.
- 2.2.3 Any proposed transfer location can be provided by the Contractor or the Contractors nominated third party and must meet the location specification stated in sections 0.13 and 0.14.
- 2.2.4 The full service must be maintained on Public Holidays with the exception of 25 December and 1 January. There are no other holidays in the Council's service schedules. It is envisaged that the majority of deliveries to the Contractor will take place during the Council's operational hours which are:

Mandatory:

- Monday to Friday: 07:00 – 18:30
- Saturday: 07:00 – 17:00

Desirable

- Sunday: (provide opening times in tender submission)

2.2.5 As a minimum, the Contractor must accept deliveries during these mandatory hours.

2.3. Non-recyclable and Non-reusable Materials (Contamination)

2.3.1. The Council endeavours to minimise contamination by working with residents to inform and educate them as to the types of waste that are and are not acceptable for presentation for different collections and by training collection staff to recognise and reject bins and boxes containing contaminants.

2.3.2. For materials that are not suitable for recovery will be properly disposed of by the Contractor, in accordance with Waste regulations. **This must not involve landfill**, EfW is the preferred end destination for any non-recyclable or reusable material.

2.3.3. For the avoidance of doubt, recyclable or re-usable non-organic non-targeted materials will not be classed as contamination.

2.3.4. Although it is anticipated that contaminants will comprise less than 22% of material delivered, the Council does not make any guarantee as to composition; it is entirely the potential Contractors responsibility to satisfy themselves of the quality and composition of materials. Potential Contractors will have the opportunity to conduct trial samples prior to submitting their tender, details of which was are included in section 4.4

2.3.5. The Contractor shall implement waste reception procedures to justify claims for contamination. These shall include visual inspection of loads, segregation of suspected contamination above 22%, notification of the Council with full details and visual evidence and a disputes procedure.

2.3.6. Contractors will be required to provide the Council a clear description of their waste reception procedure prior to the Contract start date.

2.3.7. Loads containing levels of contamination greater than 22% will be notified to the Council's Authorised Officer immediately by e-mail, including pictures, the registration number of the vehicle involved, date and time of delivery and nature of contaminant. Such loads received after 1700 or at weekends will be notified to the Authorised Officer the morning of the next working day.

2.3.8. The Council may carry out in-house waste compositional analysis of the material at each of its bulking points and use this as a comparator to the supplier's information. In the event that there are significant differences in this data the Council shall seek a review of the Contractors waste compositional analysis process.

2.3.9. The Contractor shall operate a quality control system that ensures that loads are checked on tipping by a trained and qualified operative of the Contractor. Where possible the Contractor shall remove contamination on site.

2.3.10. A load shall not be rejected in its entirety by the Contractor where contaminants can be removed or where the level of contamination can be brought to an acceptable level by minimal and safe hand sorting or picking of the contaminated material.

- 2.3.11. Where contamination is above that level where it can be safely hand sorted or picked, the contractor is expected to remove what material is safe to do so for processing before rejecting remainder of the load.
- 2.3.12. Should the level of contamination be such that alternative disposal of a load is considered necessary (a Rejected Load), the Council's prior agreement must be obtained. The load will be segregated to give the Council's Authorised Officer the opportunity to inspect the load, any such inspection to be carried out within 48 hours of notification.
- 2.3.13. At its discretion, the Council may remove a Rejected Load for disposal or may require the Contractor to arrange disposal of the Load at the Cost per Tonne for Rejected Load quoted in the Contractor's submission.
- 2.3.14. The cost of disposal of contaminants and rejected material shall be included in the overall contract price.
- 2.3.15. The cost for disposal of contaminated and rejected material should only be applied to the percentage of waste left in the load, after any recoverable material is removed. With the percentage split being reported to the Council.

2.4. Compliance with SEPA MRF Code of Practice

- 2.4.1. The Contractor must provide a proposal for how Waste Sample Analysis of the material will be undertaken, including their sampling methodology and frequency. This should follow the Materials Recovery Facility (MRF) Code of Practice Sampling.
- 2.4.2. Following their sampling the Contractor must provide the Council with a report showing the tonnage and percentage breakdown of each material type segregated for recycling or recovery and contamination, in a format agreed with council. The Contractor is also required to provide copies of all sampling results, including Council sampling data sent to SEPA, to the Council on a monthly basis as a minimum.
- 2.4.3. The Contractor must provide evidence that their staff are fully trained and appropriately qualified to conduct waste sample analyses.
- 2.4.4. The Council's Authorised Officer or his/her representative(s) will be entitled to be present throughout the sampling and analysis process. Contractors should provide the sampling schedule for the following month (including days and typical times of the sampling routine) to the Council in their monthly report.

2.5. Recycling of Materials

- 2.5.1. The Council is committed to ensuring high quality recycling outputs in accordance with the Waste (Scotland) Regulations and is mindful of SEPA guidance that co-mingling of recyclables is acceptable provided that it does not result in lower quality material than would be achieved from a fully separate collection.
- 2.5.2. All targeted materials described in the table in Appendix 1 above must be sorted by the Contractor into saleable commodities.

- 2.5.3. Loads may also include non-targeted materials, e.g. ferrous and non-ferrous metals other than cans and tins, hard plastics etc. Where these materials are recyclable or re-usable the Contractor will sort them into commodities for recycling and will not class them as contamination.
- 2.5.4. The Contractor must guarantee that for the term of the contract including any extensions, all the saleable and recyclable materials (including non-targeted recyclable materials), will be recycled or re-used as defined in the Waste (Scotland) Regulations. Final outlets for materials are to be notified to the Council prior to commencement of the contract.
- 2.5.5. Information on the change of outlets must be available on request to the Council. All outlets used should be included in the monthly report along with the letsrecycle.com prices and final rebate.
- 2.5.6. Where materials are exported for recycling, this must be done in accordance with all appropriate legislation.
- 2.5.7. Where recyclates produced at present are subject to the regulations referred to in section 2.5.1 Contractors must demonstrate compliance with these regulations, noting which recyclates these apply to.
- 2.5.8. The successful Contractor must provide a written guarantee that any exported materials are recovered for recycling and are managed in both an environmentally friendly and ethical manner, prior to contract commencement. The Council will not tolerate any mismanagement of waste and recyclables potentially bringing the Council into disrepute.

2.6. Contract Liaison and Monitoring

- 2.6.1. The Contractor shall appoint a Contractor's Representative empowered to act and make decisions on behalf of the Contractor for all purposes connected with the contract.
- 2.6.2. Should the Contractor wish to nominate a replacement Representative during the period of the Contract, prior written notification must be given to the Council.
- 2.6.3. The Contractor shall at all times keep the Council aware of any material issues relating to the provision of the services.
- 2.6.4. The Contractor shall provide full contact details for the Representative during and outside normal operational hours including:
- landline telephone number;
 - mobile telephone number;
 - e-mail address;
 - emergency out of hours arrangements.
- 2.6.5. The Council shall provide full contact details for the Council's Authorised Officer or nominated deputy.
- 2.6.6. The Contractor shall attend quarterly management meetings with the Council's Authorised Officer. The meetings' agenda shall be based on the last 3 monthly reports

and include performance against the Key Performance Indicators (KPIs) listed in section 9, Health and Safety and Accident/Incident Reports, Communications and any other subjects relevant to the contract or its performance.

2.6.7. The Councils Authorised Officer shall at any reasonable time be entitled to access to the Contractor's/Subcontractors premises to inspect the facility or facilities which accept, or process materials delivered under the Contract, together with any associated plant, vehicles and equipment used to deliver the requirement.

2.6.8. The Councils Authorised Officer shall at any reasonable time be entitled to access to the Contractor's/Subcontractors premises to inspect all records and data relating to the material delivered under the Contract, whether held on paper, electronically or in any other form, and to obtain copies of such records from the Contractor/Subcontractors free of charge

2.7. Training and Health and Safety

2.7.1. The Contractor will be responsible for ensuring that all staff engaged in the delivery of the service are appropriately qualified to undertake the duties required of them and that they possess the necessary competencies required to carry out their duties.

2.7.2. The Contractor shall train and shall provide refresher training at no additional cost to the Council for all staff throughout the period of the contract including;

- use and handling of plant and vehicles;
- use of all equipment to be used by the Contractor's employees in performance of the service;
- all legislation affecting operation including the Health and Safety at Work Act 1974 and regulations thereunder;
- procedures to be implemented in emergencies, e.g. fire or accident of any kind;
- the use of First Aid, emergency and safety equipment;
- correct use of appropriate Personal Protective Equipment (PPE); and
- manual handling.

2.7.3. The Contractor must record, maintain and make available to the Council on request all up to date training records for all staff engaged in the delivery of the service.

2.7.4. The Contractor will ensure that services are provided in accordance with the requirements of the Health and Safety at Work Act 1974, Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) and all other legislation regarding the health and safety of the Contractor's and the Council's staff and members of the public.

2.7.5. The Contractor will carry out detailed Health and Safety Risk Assessments for all working practices undertaken in providing this service. The risk assessments will be such that safe working practices are adopted, monitored and controlled by the Contractor. The risk assessments will be reviewed by the Contractor annually. Copies of risk assessments must be provided to the Council on request.

2.7.6. The Contractor will provide and maintain written records of all accidents, incidents or near misses that occur whilst undertaking the services required under the contract. Any such accidents, incidents or near misses will be reported to the Council's Authorised Officer within 24 hours. An incident report and the result of any

investigation undertaken will be presented within 5 working days and to the satisfaction of the Council's Authorised Officer.

2.7.7. The Contractor will be required to ensure that the staff engaged in the provision of these services possess the necessary certification, skill and competence as required by the Management of Health and Safety at Work Regulations 1999.

2.8. Consistent Failure

2.8.1. The Council considers that the following failures, when committed consistently shall constitute a material breach:

- Failure to achieve a minimum recycling rate of 75% across all tonnage delivered in more than four successive months;
- Failure to recycle more than 98% of recyclable material (both target and non-target recyclables);
- Failure to return Monthly Management Information within 5 calendar days of the month end on more than three occasions per annum; or
- Necessity to implement contingency plan more than three times in one month (Section 14); or
- Failure to maintain licenses and policies as required as a mandatory requirement under Sections 0.7 to 0.11.

For the avoidance of doubt, recyclable material in the context of this Section 2.8.1 does not include contaminants.

2.8.2. If the terms in 2.8.2 are breached during the Service Period then the Council may serve a written notice on the Contractor:

- (i) specifying that it is a formal warning notice;
- (ii) giving reasonable details of the breach;
- (iii) giving a fixed period in which to remedy the material breach; and
- (iv) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.

2.8.3. If, following service of a warning notice, the breach specified has continued beyond thirty (30) Business Days or recurred [two (2)] or more times in the [six (6)] Month period after the date of service, then the Authority may serve a second written notice on the Contractor:

- (i) stating that the breach specified has been the subject of a written notice served within the [six (6)] Month period prior to the date of service of the second written notice; and
- (ii) stating that if the breach continues or recurs for more than [fourteen [14]] days or recurs [one (1)] or more times within the [six (6)] month period after the date of service of the second written notice, this Contract may be terminated.

2.8.4. A written notice may not be served in respect of any breach which has previously been counted in the making of a separate warning notice.

2.9. Potential Contractors should note that, prior to any award of contract, the preferred Contractor will be required to provide the Council with a copy of their current approved 'Site Working Plan' document.

3 MANAGEMENT INFORMATION

- 3.1. The Contractor shall weigh all loaded vehicles on entry to the authorised depot/treatment facility.
- 3.2. The same vehicles will be weighed on departure from the site.
- 3.3. The driver of a delivery vehicle shall be required to sign a docket certifying delivery of each load. The docket shall be automatically generated from any weighbridge measurement and include the following minimum information:
 - Serial number of the docket;
 - Date;
 - Time of delivery;
 - Vehicle registration;
 - Operator's name;
 - Route number or Site from which the waste departed
 - Type of waste;
 - Gross, tare and nett weight; and
 - Statement certifying that delivery vehicles contain Waste collected solely on behalf of The City of Edinburgh Council.
- 3.4. The Council will not accept any liability for payment in respect of any deliveries of materials when dockets as described in section 3.3 are not submitted and the Contractor will be required to reimburse the Council for any costs arising where dockets have not been submitted to the Council for audit.
- 3.5. The Council will continue to be responsible for reporting the recycling rate to the Scottish Government. The Contractor will keep the Council informed of tonnages received, recycled and disposed of.
- 3.6. The Contractor will provide weekly Transaction Reports identifying all individual material transactions including:
 - Date and time of delivery or collection
 - Suppliers identification number
 - Waste Transfer Note number
 - Delivery or collection vehicle registration
 - Type of Material delivered, and EC Material Type code
 - Any Authority reference number(s), if provided
 - Net weight of materials delivered (and Gross & Tare weights if available)

The Weekly transaction report should be emailed to the Council's Authorised Officer or their nominated representative on the Monday of the following week.
- 3.7. Each separate transaction will be recorded in a single line.
- 3.8. The Contractor will provide a Transaction Report detailing the information at Section 3.6 above as an appendix in the full monthly report.
- 3.9. The Council will produce an annual Purchase Order number against which monthly invoices will be raised by the Contractor.

3.10. Invoices should be sent to the Council as per section 7.1

3.11. A separate monthly report must be supplied with the following information:

- Current Issues;
- total tonnage delivered from each source i.e. direct tip, HWRC, WTS;
- total overall tonnage delivered for each targeted material stream
- total overall tonnage delivered for each recyclable non-targeted material (as per Pricing Schedule);
- total tonnage collected of each material stream;
- total tonnage recycled by output;
- Markets sold to;
- Monthly waste analysis data sent to SEPA;
- processing cost and rebate per tonne (cost shown as positive, rebate as negative);
- total tonnage sent Energy from Waste (EfW);
- Detail of tonnage rejected, rejected loads and grounds for rejection including evidence; and
- The Transaction Report listing deliveries.

3.12. To comply with SEPA Waste Data Flow requirements, the appropriate end destinations of all material streams, including material sent to disposal, must be included in the monthly Report. An annual report may also be requested by the Council for the completion of Waste Data Flow.

3.13. The list of tonnages collected, broken down by material and inclusive of residues, must be submitted to the Council on a monthly basis, by the 5th working day (Monday – Friday inclusive) of the following month. An audit trail of tonnages will be required.

4. PRICING

4.1. The Council is mindful that the materials collected through its recycling collections are a valuable resource and endeavours to achieve a high quality of recyclate by devoting resources to communicating and engaging with the public and by training and educating collection staff regarding acceptability of material presented for collection.

4.2. The Council recognises that sudden major movements in the materials markets can unreasonably distort the risk-sharing balance between parties.

4.3. Therefore, either party to the Contract may approach the other at any time with a view to re-negotiating prices in the event, and only in the event, that:

4.3.1. A reduction in shipping container availability in Europe, confirmed by at least one major shipping/logistics company acceptable to both parties, renders exports to overseas markets commercially unviable; or

4.3.2. The mid-point basket price of targeted materials per tonne according to letsrecycle.com indices, with basket composition defined by the latest Waste

Composition Analysis as described in Section 2.4, rises or falls by 50% or more within a three-month period; or

4.3.3. There is a 50% market/outlet/price reduction in any three-month period, defined as an extraordinary situation such as access to an entire market such as China being denied to UK materials; or

4.3.4. Current or future UK or Scottish Government legislation not applicable at the time of contract award directly affects the terms of the agreement between the Council and the Contractor.

Both parties shall act in good faith in order to agree fair renegotiated prices.

4.4. Potential Contractors will be given the opportunity to obtain sample loads of material for analysis prior to the closing date for tender submission. Sample loads will be made available at the Council's WTS in Sighthill in the presence of Council representatives. Potential Contractors will be able to arrange collection of a sample load between the 25th September and 09th October. **Dates and times for this can be arranged by emailing wastedata@edinburgh.gov.uk**

4.5. Price Submissions

4.5.1. The Gate Fee Price will be deemed to cover the full-service including processing, handling, transportation to markets and any ancillary costs associated with delivering the Service.

4.6. Price Submissions – Quality

4.6.1. Tenderers are invited to submit prices for three Quality Price bands of DMR Targeted Materials for the materials described at Appendix 1.

- 20% contamination or less;
- over 20% and not more than 25% contamination; and
- over 25%.

4.6.2. Prices should be submitted for disposal per tonne of Rejected Loads. The Council may wish to exercise the option to uplift any rejected waste for disposal through the Council's zero waste contract.

4.7. Quality and Volume Banding Application

Quality Band Application

4.7.1. The results of an initial Waste Sample Analysis, described in Section 2.3.4, shall determine the Quality Band of the Gate Fee to be applied for the period from commencement of the contract for a period of 12 months.

4.7.2. Thereafter (from month 13), the average contamination rate from all Waste Sample Analyses, included with the monthly management information report, for the previous 12 months will be used, described at Sections 3.11 shall determine the Quality Band to be applied for the following 12 month. Where discrepancies arise in the contamination levels provided by the Contractor and the council the process stated in sections 2.3.8 & 2.3.9 will be followed.

4.8. Market Rebate

- 4.8.1. The Council, while seeking to realise value from the materials collected, recognise that markets for recyclable materials can be volatile. potential Contractors are therefore requested to offer rebates based on a set percentage variation to mid-market prices.
- 4.8.2. Materials rebates will be adjusted monthly in accordance with the percentage movement of the midpoint in the letsrecycle.com price index or relevant index for the last week of the preceding calendar month. In the event that letsrecycle.com cannot provide up-to-date and/or accurate material prices, any substitute pricing index to be used must be first approved by the Council.
- 4.8.3. The Contractor must provide detailed descriptions of the products and weights sold each month in the Monthly Report and details of the markets sold into e.g. domestic mills, merchants, or the export market.
- 4.9. Tendered prices shall apply for the first twelve months of the Contract subject to any changes set out in 4.8.2. Either party to the Contract may seek re-negotiation of prices to take effect on the first and/or subsequent anniversaries of the Contract Start Date by giving formal written notification to that effect to the other party not less than two calendar months prior to the relevant anniversary.

5. TERMS AND CONDITIONS

- 5.1 The Contract shall be subject to the Scotland Excel Terms and Conditions of Contract in respect of 'Treatment and Disposal of Recyclable and Residual Waste (27-17)', as modified to reflect the Council's specific requirements, where necessary. A draft copy is included within the published Invitation to Tender suite of documents.
- 5.2 Every Contractor shall be deemed to have been made subject to these Terms and Conditions of Contract unless previously agreed in writing to the contrary. Any alternative Terms and Conditions of Contract offered on behalf of a Contractor shall, if inconsistent with these Conditions of Tender, be deemed to have been rejected unless expressly accepted by the Council in writing.

6. INSURANCE REQUIRED

- 6.1 It is a mandatory requirement that the Contractor appointed to this Contract has the following insurance in place prior to commencement of the contract and that such insurance is maintained at all times for the duration of the contract, including any extension periods which may subsequently be agreed:
- Third Party Motor Vehicle Liability Insurance - minimum of £5 million, each and every claim, without limit to the number of claims, unlimited in respect of personal injury;
 - Employer's Liability Insurance - minimum of £5 million, each and every claim, without limit to the number of claims; and
 - Public & Products Liability Insurance - minimum of £5 million, each and every claim, without limit to the number of claims.
- 6.2 Insurance requirements are fully detailed within the Contract Terms and Conditions.

- 6.3 It should be noted that where a Tenderer does not hold and/or cannot commit to obtaining the types and levels of insurance indicated above, the Council will exclude the Tenderer from the competition.
- 6.4 The successful Contractor will also be expected to maintain the required types and levels of insurance indicated in section 6.1, otherwise it will be considered a material breach.

7. INVOICING AND PAYMENTS

- 7.1 Invoices should be sent to invoices@edinburgh.gov.uk, with a copy sent to the Council's contract representative via the wastedata@edinburgh.gov.uk email
- a. Accurate and fully completed invoices, containing the most up to date purchase order number (PO) must be submitted monthly in arrears, at the end of each calendar month All invoices must refer to complete calendar months only. Invoices relating to more than one calendar month will not be paid and will be returned to the Contractor for amendment.
 - b. The Council are not permitted to carry out any alterations to invoices.
 - c. The Council will endeavour to process payments within 30 days of receipt of a fully and accurately completed invoice.
 - d. Invoices should include details such as tonnages and rates for the service for which payment is claimed and, where necessary, should include an appropriately detailed breakdown of all sums involved. All invoices must be produced by the Contractor and must clearly show the tonnages of waste processed for each and every delivery, the time and date of every delivery and receipt of waste.
 - e. Submission of an invoice will be taken as confirmation by the Contractor that the services have been carried out fully in accordance with the requirements of the Specification and the Terms and Conditions of contract.

8. INSURANCES REQUIRED BY THE CONTRACTOR

- 8.1 The Contractor must ensure compliance with all relevant standards, legislative requirements and statutory provisions related with the delivery of the services.

9. KEY PERFORMANCE INDICATORS

The following Key Performance Indicators (KPIs) will form part of the Specification requirements and the Contract Terms and Conditions

Description	Target Requirement	Method of Review	Review Period	Target Delivery Date
100% of non - recyclable Waste diverted from Landfill	All non-recyclable waste processed in line with Legislative requirements	Monthly management review	Ongoing	Ongoing for the duration of the Contract
Queue time	Queue time upon entry to tipping point no more than 20 minutes; priority tipping access given to Council vehicles	Monthly management review	Ongoing	Ongoing for the duration of the Contract

Management Information	The Contractor must submit Management Information to the Council Waste Data team within 5 working days of the new month	Monthly basis	Ongoing	Ongoing for the duration of the Contract
Recording of Contamination/rejected loads	The Contractor must assess and process contaminated waste in line with section 3.3, and provide accurate details to the Council with noted time limits	Each Occurrence	Ongoing	Ongoing for the duration of the Contract
Accurate Invoices	All invoices are accurate and fully completed invoices, containing the most up to date purchase order number (PO)	Monthly basis	Ongoing	Ongoing for the duration of the Contract
Receipt of the deliveries	The Contractor should accept all deliveries of Bulky waste made by the Council, when a minimum of 24 hours' pre-notice was given to the Contract.	Monthly basis	Ongoing	Ongoing for the duration of the Contract
Health & Safety reporting	All Health & Safety issue including all accidents, near misses and other H&S issues to the Contract administrator within 24hrs of the event.	Each Occurrence	Ongoing	Ongoing for the duration of the Contract

10 PERFORMANCE MANAGEMENT

10.1 The Contractor will work closely with the Council in order to ensure the full and effective delivery of the service. Details of performance management processes and procedures, such as frequency and format of any meetings, management information etc., will be agreed with the successful Contractor following award of contract.

10.2 The purpose of performance management is to:

- ensure the contract is successfully executed;
- provide a formalised system of monitoring supplier performance against the contract requirements;
- ensure there is clarity of the roles and responsibilities by all parties relating to performance management;
- monitor overall compliance by all parties to the terms of the agreement and contract Key Performance Indicators;
- provide a focus for development of initiatives/innovation; and
- drive continual improvement.

- 10.3 In order to successfully address the issue of performance management, the Contractor will be required to appoint a named Contract Manager / Representative within 10 days of award of contract.
- 10.4 The named Contract Manager / Representative should be available to manage any queries, questions or issues that arise with regards to delivery of the contract requirements and be empowered to act and make decisions on behalf of the Contractor for all purposes connected with the contract.
- 10.5 The Contractor shall ensure that their Contract Manager / Representative is contactable by telephone and e-mail during the Council's normal operating hours for the duration of the contract period. Where the Contract Manager / Representative is unavailable (e.g. on leave, sick, etc.) an alternative contact must be provided.
- 10.6 The Contractor Contract Manager / Representative shall be responsible for monitoring contract performance and compliance with the service requirements on an ongoing basis.

11 THE ENVIRONMENT

11.1 The operation of the Works and Services delivered to The City of Edinburgh Council (CEC) shall contribute to the successful delivery of [the Council's Business Plan 2023-2027](#) (and any replacement or equivalent document) which includes objectives set around three key priorities of:

- Create good places to live and work
- End poverty in Edinburgh; and
- Become a net zero city by 2030.

11.2 The operation of the Services shall also support the Council's other policies and commitments including, but not limited to, (and any replacement or equivalent document):

[2030 Climate Strategy](#);
[Sustainable Procurement Strategy](#);
[The Climate Ready Edinburgh plan](#).

11.3 The Council has declared a Climate and Nature Emergency and is committed to reducing greenhouse gases in Edinburgh and becoming a net zero, nature positive and climate ready city by 2030. To achieve this target, the Contractor shall strive to minimise or eliminate, where feasible, carbon and environmental impact from the delivery of services.

12 COMMUNITY BENEFITS

12.1 The Council is committed to achieving and maximising Community Benefits through its procurement activities. Community Benefits are Contractual requirements included in Contracts awarded by public bodies which focus on maximising the social value for local communities from public spending.

12.2 Community Benefits are a statutory requirement intended to improve the economic, social or environmental wellbeing of a local authority's geographical area in a way that is additional to the main purpose of the Contract. Community Benefits are deliverable as a direct result of being awarded a Council Contract or under a Framework and not something the Supplier is already engaged in delivering. They should be of relevant and of economic, social or environmental benefit to the City of Edinburgh, its residents, businesses and the third sector.

12.3 The Council's Community Benefits fit into 4 broad priorities:

- Employability & Skills
- Education & Outreach
- Community Engagement, Environment and Nature
- Supply Chain & Business Collaboration

12.4 In the case of this contract, the successful Contractor will be required to provide a contribution which benefits the community. This should include at least [two] of the following engagement activities;

- a residents engagement campaign focused on reducing levels of contamination based on the intelligence insights from the supplier via communication channels agreed with the Council
- a 'teaser' for upcoming changes in services followed by production of an updated household handbook
- support events and projects at schools/ EYCs/ libraries/ colleges/ universities with their Sustainability Ambassadors
- design and deliver a recording/ materials for a recycling information session on Vocational Training Framework in partnership with CCP
- build in a general refresher campaign about recycling (i.e. quarterly refresh of vehicle panels; Regular audit, cleaning and refresh of signage at the recycling centre)
- provide work shadowing opportunities/ mentoring sessions/ site visits for school or further education institution.
- support skills development sessions for schools/ colleges/ universities/ job seekers (would be good to understand what level of commitment and capacity they have in terms of qualification level, accreditation etc)
- a work taster/ experience for a school pupil, college learner or priority group in the Council boundary for 5 days.

12.5 This Community Benefit should relate to a specific project which will target improvements within local community environments with a view to generally improving the lives of local citizens and lessen negative impact on the environment. The value of the proposed sponsorship should be a minimum of 3% of the anticipated contract value over the initial 2 years period of the proposed contract.

12.6 The delivery of Community Benefits due must be made in collaboration with the Council. Community Benefits which are delivered by the Contractor without collaboration or approval by the Council will not count towards the redemption of points.

12.7 The Council is required to report annually on the Community Benefits committed in Contracts and on the outcomes achieved from the delivery of those Contracts. This is provided to the Scottish Government as well as being published on the Council website. As such the Contractor has a responsibility to provide evidence against each benefit agreed and by the timeframe agreed. Community Benefits delivery and performance will be monitored throughout the life of the Contract through Contract management arrangements.

12.2 As part of the community benefits for this contract, the Council may request the successful Contractor work in partnership with a third-party such as one of employability partners. This partnership may involve work collaborations to help employers identify candidates quickly, access a wide candidate pool through supply chains throughout the city and find advice and support on employability and delivery of Community Benefits.

13 FAIR WORK PRACTICES

13.1 The Council is committed to the delivery of high quality public services, and recognises that this is critically dependent on a workforce that is well rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development, are diverse and is engaged in decision making.

13.2 These factors are also important for workforce recruitment and retention, and thus continuity of service. The Council has adopted fair work practices, which include:

- a fair and equal pay policy that includes a commitment to supporting the Living Wage, including, for example being a Living Wage Accredited Employer;
- clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to Modern Apprenticeships and the development of Scotland's young workforce
- promoting equality of opportunity and developing a workforce in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;
- support for learning and development;
- stability of employment and hours of work, and avoiding exploitative;
- employment practices, including for example no inappropriate use of zero hours contracts;
- flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance; and
- support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give staff an effective voice.

13.3 The Contractor must ensure that they provide the highest standards of service quality throughout this contract and on request provide evidence that they take a similarly positive approach to fair work practices a part of a fair and equitable employment and reward package.

14 BUSINESS CONTINUITY

- 14.1. The Contractor shall have in place appropriate and tested contingency arrangements to ensure delivery of the services.
- 14.2. The Contractor shall ensure that the service is maintained at all times subject to the Council operating hours and holidays specified in 2.2.
- 14.3. The Contractor shall alert the Council's Authorised Officer to any potential disruption as soon as the Contractor becomes aware of the possibility. A plan should be provided in the submission for alternative arrangements during planned shutdowns and planned maintenance to ensure the Council's deliveries run on schedule. Contractors are required to advise annually of all planned activity which will stop the service.
- 14.4. The Contractor will put in place contingency arrangements for receipt of the Council's materials if, for whatever reason, access to the Contractor's premises becomes unavailable to Council vehicles within 24 hours of becoming aware of the denial of access.
- 14.5. The Contractor will put in place contingency arrangements for continuing to treat the Council's materials in accordance with the terms of the contract if, for whatever reason, the Contractor's treatment facility is not able to perform its processing functions.
- 14.6. In the event of any transfer station, waste management facility or treatment facility used by the Contractor to provide the service:
- receiving a warning letter or statutory notice from SEPA, Scottish Water, the Health and Safety Executive or any other regulatory body; or
 - failing to comply with the requirements of an environmental licence, permit, consent or any other legal requirement, the Council's Authorised Officer must be notified immediately.
- 14.7. The Council must be kept informed of any correspondence regarding the matters described in Section 14.6 between the Contractor and any regulatory body and of any action taken by either the Contractor or any regulatory body in relation to such correspondence.
- 14.8. Should any enforcement action that affects the operation of the Contract be taken against the Contractor, the Council will review use of the site and may require the Contractor to implement the contingency arrangements.

Any additional costs incurred by the Contractor or by the Council as a result of the implementation of contingency plans will be borne by the Contractor.

15 Exit Strategy

15.1 The Contractor shall at the end of the contract make available, freely, any and all information in relation to the delivery of these services to the Council and/or any new incoming Contractor who may be appointed by the Council.

APPENDIX I

Historic tonnages for the year April 2024 to March 2025:

Target Material	%	Recycling 24/25 indicative tonnage
Cardboard:	8%	1918
Mixed Paper:	46%	10 730
News and Pams:	9%	2136
Mixed Plastic:	12.74%	2940
Steel Cans:	1.45%	336
Aluminium Cans:	0.81%	189
Rejected material	21.19%	4904
Total tonnage	100%	23 153

Breakdown of the materials targeted for collection through the kerbside DMR bin and communal packaging and paper banks (targeted materials) are:

- paper (news & pams, directories, other white paper, mixed paper, shredded paper)
- envelopes
- cardboard (both OCC and mixed boards such as cereal boxes, kitchen and toilet roll tubes, washing powder boxes etc.)
- steel and aluminium cans and tins (including empty aerosols)
- foil
- drinks and food cartons (including tetrapak and similar)
- mixed plastic bottles and lids
- plastic tubs, pots and food trays inclusive of all colours

End of Specification