

Tender for Cleaning Contract 2019

**Tender – Document Two**

**Specification**

Thank you for expressing interest in this procurement for Cleaning Contract 019.

**Please ensure that you register your interest with the procurement contact named in Document One in order to receive updates, question responses, etc.**

We now invite you to submit a tender. Further stages of the process are outlined in this document.

To assist you in this, four documents have been provided:

* Document One – Information and instructions (including the timetable)
* Document Two – Specification (this document)
* Document Three – General Terms and Conditions
* Document Four – Tender Response Document

When completed, please return **two hard copies and a copy electronically saved on a USB drive** ofthe response document (Document Four).

Please mark envelopes/packages with only “**Tender Response: Cleaning Contract 2019 (Private and Confidential)**”and with no company markings or anything else which might identify your organisation e.g. personalised franking, and return to:

Democratic Services Manager

Corby Borough Council

Democratic Services Department

Corby Cube

Parklands Gateway

George Street

Corby, Northamptonshire

NN17 1QG

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| **To be received not later than 12:00 noon on Friday 28th February 2020**  **Late submissions will be disregarded.** |

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16. **Definitions**
    1. The definitions of terms and/or acronyms used within this procurement are set out in Table A, below.

**Table A**

|  |  |
| --- | --- |
| Delay | 1. a delay in the Achievement of a Milestone by its Milestone Date; or 2. a delay in the design, development, testing or implementation of the Service by the relevant date set out in the Implementation Plan. |
| Achieved Performance Measure | In respect of any Service in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question. |
| CDM | Construction (Design and Management) Regulations 2015 |
| Charges | The charges which shall become due and payable by the Authority to the Supplier in respect of the Goods, Services, Supplier and/or Works in accordance with the provisions of the Contract |
| Contract | The legal agreement between the Supplier and the Council, which details the Council’s requirements, terms and conditions |
| Contract Year | A period of 12 months, commencing on the Contract Start Date |
| Critical Service Level Failure | A failure in service, deemed to be so critical to the continued operation of the Service and/or Contract that the Council is unable to continue its minimum level of service, as set out in this document. |
| Default | Failure by the Supplier to fulfil its obligations and/or maintain its minimum agreed service levels under the Contract |
| Failure | A failure by the Supplier to perform one or more of the requirements set out in the Contract |
| GDPR | The General Data Protection Regulation (*(EU) 2016/679*). |
| Government Data | Any data required for collection or use by any branch of Government |
| Performance Measure | The performance measurements and targets in respect of the Supplier’s performance of the Contract |
| Milestone Payment | a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone |
| Mobilisation Period | The term during which any new Supplier makes arrangements to assume responsibility for delivery of the Service from an incumbent Supplier |
| Month | A calendar month |
| Parties | Corby Borough Council and the successful Supplier |
| Performance Monitoring Report | The reports to be prepared and presented by the Supplier to include a comparison of Achieved Performance Measures with the Target Performance Measures in the measurement period in question and measures to be taken to remedy any deficiency in achieved Performance Measures. |
| Progress Meeting | a meeting between the Council’s Representative and the Supplier’s Authorised Representative |
| Progress Meeting Frequency | the frequency at which the Supplier shall conduct a Progress Meeting with the Council |
| Progress Report | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates |
| Progress Report Frequency | the frequency at which the Supplier shall deliver Progress Reports to the Council |
| Prohibited Act | The following constitute Prohibited Acts:   * 1. to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce the person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;   2. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;   3. committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Authority;   4. any activity, practice or conduct which would constitute one of the offences listed under (a) to (c), if such activity, practice or conduct had been carried out in the UK. |
| Reporting Date | A date, agreed by the Supplier and the Council, on which all reporting data will be provided |
| Representative | Means, in relation to a party, its employees, officers, representatives and advisors |
| Service Credit | A sum which the Authority is entitled to deduct or invoice for a Service Failure |
| Service Credit Cap | A payment ceiling, agreed between the Supplier and the Council, after which the Council would consider a Service Level Failure to be a Critical Service Level Failure |
| Service Level | The minimum level of service required of the Supplier by the Council when performing the service detailed in the Contract |
| Service Level Failure | A shortfall or failure by the Supplier to provide the Services in accordance with any Target KPI |
| Service Level Threshold | The minimum level of service the Council expects of the Supplier |
| Service Period | The agreed term, during which, Goods, Services, Supplies, Works, or any part, thereof will be provided by the Supplier or any of their representatives. |
| Site | any premises (including the Council’s Premises, the Supplier’s premises or third party premises) from, to or at which:   * 1. the Service is (or is to be) provided; or  1. the Supplier manages, organises or otherwise directs the provision or the use of the Service. |
| Start Date | The date the Contract start |
| Target KPI | The minimum level of performance for a KPI which is required by the Council |
| The Council | Corby Borough Council |
| The Supplier | The company who wins the contract, following evaluation of all bids received by the Council |
| Working Day | Monday to Friday, excluding any public holidays in England and Wales. |

1. **Introduction**
   1. The Council is seeking a suitably qualified and experienced Supplier to provide a cleaning service to all communal areas of the Corby Enterprise Centre, Corby Innovation Hub and Grosvenor House.
2. **Background**
   1. Corby Enterprise Centre has 38 offices and 15 studios. It currently has 50 businesses on site and over 200 people. The Centre requires a cleaning provider to ensure the building is clean and tidy for our staff, tenants and visitors. Cleaning hours will be out of operational office hours.
   2. Corby Innovation Hub has 48 individual units which are a mix between office space and industrial space. The Hub requires a cleaning provider to ensure reception, meeting rooms and communal areas are kept clean and tidy throughout the day.
   3. Grosvenor House – is a tenanted 9 story building located in Corby Town Centre The cleaning contractor is required to clean common areas as detailed:- 1 ground floor reception area, 1 passenger lift, 2 stairwells and 6 sets of toilets, 8 lift lobbies, 2 kitchens and 2 departments which accommodate the following CBC teams:- CCTV and Warden Control Team (both of which operate 24/7).
3. **Scope**
   1. The Supplier will be expected to clean the reception area, meeting rooms, toilets/showers and all communal areas to a high standard as according to the specification for all three buildings.
   2. This contract is to run for a period of 2 years with no extension.
   3. The supplier will be expected to clean individual offices at The Corby Enterprise Centre and Corby Innovation Hub at the customer’s request; 24 hours’ notice must be given to the supplier. This will be an additional cost and will be recharged back to the tenant.
   4. Cleaning individual offices at Corby Enterprise Centre will take place at weekends.
4. **Service Conditions and Environmental Factors**
   1. Operational Hours for the **Corby Enterprise Centre** are 08:30-17:00 Monday to Thursday and 08:30 -16:30 on Friday. Out of hours access is required for cleaning the Corby Enterprise Centre **06:00-08:00** and **18:00 to 20:00** weekdays and weekends. These hours are guidelines only and can be changed at The Supplier’s request. The Supplier will be expected to ensure all staff are trained and aware of policy and procedures in regard to the alarm system.
   2. Working hours for the **Corby Innovation Hub** will be for two members of staff working the following hours. One member from **09:30 to 14:30** & one member **14:30 to 19:00**.

* 1. **Grosvenor House** is accessible 07:00– 19:00 Monday to Friday .However cleaning will need to take place between **15:00–19:00** **Staff will be expected to sign in and out** **at the Cube**, which is located opposite to Grosvenor House. The number of cleaning hours along with the number of operatives employed to deliver the scope should be identified by the cleaning provider. Times to be agreed before contract commences.
  2. The Supplier must arrange for the window cleaning on all three sites. Prior notice must be given.
  3. The Council is of the opinion that TUPE regulations may apply to this contract, relevant information has therefore been provided. The supplier will need to take their own advice as to whether the TUPE regulations do apply and the Council accepts no responsibility for the information supplied or the supplier’s decision.(See Appendix 3 &4).
  4. The Supplier will be able to come and assess the three sites at a date and time agreed with the site Managers and are encouraged to do so.

1. **Statement of Requirements**
   1. The Centre’s are seeking a Supplier to assume the responsibility of the existing services and propose suitable changes if deemed necessary.
   2. The Supplier must be able to assume control of the service with minimal disruption to the Centres.
   3. All hardware including but not limited to vacuum cleaner and buffering machines are to be provided by the Supplier. All hardware is and will remain the property of the Supplier and Corby Borough Council accepts no responsibility for any loss or damage.
   4. The Supplier will provide all chemicals and materials necessary to fulfil a cleaning service.
   5. The Supplier must ensure the agreed cleaning specification is met to a high standard.
   6. All hours are to be delivered – no priority clean and no missed cleaning shifts.
   7. The Supplier will provide staff with the necessary PPE and Uniform.
   8. The Supplier is responsible for completing and maintaining all risk assessments and method statements which should be reviewed annually as a minimum.
   9. All electrical equipment to be PAT tested annually as a minimum or more frequently based on risk. PAT information to be provided.
   10. The Supplier is expected to store all cleaning products in the locked cleaning cupboards available and COSHH records should be regularly updated and maintained.
   11. The Supplier is to ensure that all cleaners are trained in COSHH and manual handling and The Supplier is to maintain all training records for employees.
   12. The Supplier must ensure recycling of all waste is managed appropriately.
   13. Cleaners to report (on a prepared form) any maintenance issues they observe whilst undertaking their duties i.e. loose/cracked toilet seats –faulty soap dispenser
   14. The Council understands throughout the duration of this contract costs might increase due to the living wage. The council is open to review this on the anniversary of the contract start date. Any review of the cost of the living wage increase must be presented formally in writing for the consideration of the Council no later than three months prior to the contract start date.

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1. **Continuous Improvement**
   1. If the Supplier, throughout the Contract Term, identifies new or potential improvements to the provision of the Service with a view to reducing the Council’s costs (including the Charges) and/or improving the quality and efficiency of the Service and their supply to the Council must inform the Council for consideration of review.
2. **Quality Requirements**
   1. All staff should be trained in the policies and procedures for the Corby Enterprise Centre, Corby Innovation Hub and Grosvenor House for working after hours, setting alarms and access. Any alarm activation will result in the security cost being forwarded to the Supplier
   2. All works undertaken on-site should be made with due care and diligence to provide a clear and clean environment for the staff and visitors to operate around.
   3. All relevant Health & Safety, COSHH and risk assessment documents including method statements and H&S data sheets must be up to date and provided to the Centre Managers for consideration, no later than 10 working days prior to contract commencement.
   4. Access cards must be worn at Grosvenor House at all times lost cards will be charged at £5.
   5. Prior to each cleaning operation it will be necessary to prepare the equipment and materials appropriate to that task. All aspects of health and safety must be considered.
   6. Please note that weekly check sheets should be displayed in the washrooms/WC and they must be completed daily by the relevant cleaning team for each site.
3. **Monitoring Arrangements** **and Contract management**
   1. The Supplier shall at all times provide the Service to meet or exceed any Performance Measure for the Service.
   2. The Supplier shall cooperate in good faith with the Council to develop relevant performance measures for this Contract.
   3. The metrics that are to be implemented to measure performance shall be developed and agreed between the Council and the Supplier. Such metrics shall be incorporated into the list of Performance Measures set out in the Contract.
   4. The ongoing progress and development of performance measures shall be reported through regular meetings, which will take place at least six monthly.
   5. Management Information Reports must be completed (even where there are no transactions to report) and returned to the Council by the Reporting Date every month during the contract term and thereafter, until all transactions relating to the Service have permanently ceased.
   6. If the Supplier discovers any errors in any reported Management Information, it will inform the Council and provide corrections in the next Management Information Report.
   7. The Supplier agrees to attend meetings with the Council in person to discuss the circumstances of any Service Level Failure(s) at the request of the Council. If the Council requests such a meeting, the Supplier shall propose and document measures to ensure that any Service Level Failures are rectified and do not occur in the future.
   8. The Supplier acknowledges that any Service Level Failure shall entitle the Council to the rights set out in this Section including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Council as a result of the Supplier’s Service Level Failure.
   9. The Supplier shall send Performance Monitoring Reports to the Council detailing the level of service which was achieved in accordance with the requirements of this Specification.
   10. A Service Credit shall be the Council’s exclusive financial remedy for a Service Level Failure except where:
       1. the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
       2. the Service Level Failure:
4. exceeds the relevant Service Level Threshold;
5. has arisen due to a Prohibited Act or wilful Default by the Supplier;
6. results in the corruption or loss of any Government Data; and/or
7. results in the Council being required to make a compensation payment to one or more third parties; and/or
   * 1. The Council is otherwise entitled to or does terminate its Contract with the Supplier.
   1. Not more than once in each Contract Year, the Council may, on giving the Supplier at least three (3) Months’ notice, change the weighting of a Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
      1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
      2. the principal purpose of the change is to reflect changes in the Council's business requirements and/or priorities or to reflect changing industry standards; and
      3. there is no change to the Service Credit Cap.(Please see11.3)
8. **Critical Service Level Failure**
   1. On the occurrence of a Critical Service Level Failure:
      1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
      2. the Council shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period, provided that the operation of this paragraph shall be without prejudice to the right of the Council to terminate this Contract and/or to claim damages from the Supplier for material Default.
   2. Service Levels
      1. If the level of performance of the Supplier:
9. is likely to or fails to meet any Performance Measure; or
10. is likely to cause or causes a Critical Service Failure to occur, the Supplier shall immediately notify the Council in writing and the Council, in its absolute discretion and without limiting any other of its rights, may:
    1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Council and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
    2. instruct the Supplier to comply with the Rectification Plan Process;
    3. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Council; and/or
    4. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).
    5. Service Credits (Please see Appendix 2)
       1. The Council shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
       2. Service Credits are a reduction of the amounts payable in respect of the Service and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in 14.3.4.
       3. Table B, below details the Services Levels and Service Credits, which apply to this requirement.

**Table B**

|  | **Performance Measure** | **Polarity** | **Target** | **Example Performance** | **Difference** |
| --- | --- | --- | --- | --- | --- |
| 1. | Hours delivered vs hours undelivered | Higher is better | 100% | 94% | 6% |
| 2. | Compliance with contract service standards | Higher is better | 100% | 7% | 0% |
| 3. | Service delivered as timescales set out in specification | Higher is better | 100% | 96% | 0% |
| 4. | Regular review and monitoring of health and safety procedures and standards | Higher is better | 100% | 100% | 0% |
| 5. | Staff wearing uniform and visible ID at all times | Higher is better | 100% | 98% | 2% |
|  | **Service Credits** |  |  |  | **8%** |

* + 1. The Service Credits shall be calculated on the basis of the following Worked Example:

0.5% Service Credit will be gained for each percent below the Target.

Based on the example performance provided in the table above, 2 Performance Measures have underperformed, to the total value of 8% (Performance Measure 1 by 6% & Performance Measure 5 by 2%).

Therefore, if the monthly service payment is £2,500, the Service Credit will be £100.

1. **Performance Monitoring and Review**
   1. Within twenty (20) Working Days of the Contract Start Date, the Supplier shall provide the Council with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Supplier and the Council which the Supplier and the Council will agree as soon as reasonably possible.
   2. The Supplier shall provide the Council with Performance Monitoring Reports in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
      1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
      2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
      3. details of any Critical Service Level Failures;
      4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
      5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
      6. such other details as the Council may reasonably require from time to time.
   3. The Supplier and the Council shall attend meetings to discuss Performance Monitoring Reports on a quarterly basis. These meetings will be the forum for the review by the Supplier and the Council of the Performance Monitoring Reports. These meetings shall:
      1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Council shall reasonably require;
      2. be attended by the Supplier's Representative and the Council’s Representative; and
      3. be fully minute by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Council’s Representative and any other recipients agreed at the relevant meeting.
   4. The minutes of the preceding quarter’s meeting will be agreed by both the Supplier's Representative and the Council’s Representative at each meeting.
   5. The Supplier shall provide to the Council such documentation as the Council may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
   6. The Council may undertake satisfaction surveys in respect of the Supplier's provision of the Service. The Council shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Service which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Specification.
2. **Risk Management**
   1. The Supplier and the Council shall pro-actively manage risks attributed to them under the terms of this Contract.
   2. The Supplier shall develop, operate, maintain and amend, as agreed with the Council, processes for:
      1. the identification and management of risks;
      2. the identification and management of issues; and
      3. Monitoring and controlling project plans.
   3. The Supplier will allow the Council to inspect, at any time within working hours, the accounts and records which the Supplier is required to keep.
   4. The Supplier will maintain a risk register of the risks relating to the Service, which the Council and the Supplier have identified.
3. **Other Relevant Details**
   1. A decision was made by the Secretary of State, regarding the proposed reorganisation of local government in Northamptonshire on Tuesday, 14th May 2019, to abolish the 8 existing councils in Northamptonshire and replace them with 2 new councils of North Northamptonshire and West Northamptonshire. Corby Borough Council will be one of 4 Councils, which also includes elements of Northamptonshire County Council, making up the North Northamptonshire authority, alongside East Northamptonshire District Council, Kettering Borough Council and the Borough Council of Wellingborough.
   2. Work is currently taking place across Northamptonshire, to ensure these new arrangements are operational from Thursday, 1st April 2021 (Vesting Day), at which time Corby Borough Council will cease to exist.
   3. The Council are currently uncertain how this will affect current contracts, which run beyond Vesting Day, but will keep all relevant parties updated as more information is made available.
   4. Initially, suppliers should be aware that contracts which run beyond Vesting Day may be concluded earlier than the advertised contract term. Alternatively, suppliers awarded contracts which run beyond Vesting Day may be required to undertake and/or provide the same and/or comparable goods, service(s), supplies and/or work(s) (as detailed in this Specification) to and/or on behalf of the newly established North Northamptonshire authority, for either a defined period or until conclusion of the advertised contract term.
   5. The Council wishes to make suppliers aware that this may affect the contract value.
4. **Corporate Social Responsibility**
   1. Requirements
      1. In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government. ([https://www.gov.uk/government/uploads/system/uploads/attachment\_data/fi le/646497/2017-09- 13\_Official\_Sensitive\_Supplier\_Code\_of\_Conduct\_September\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/fi%20le/646497/2017-09-%2013_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
      2. The Council expects its Suppliers and Sub-Contractors to meet the standards set out in that Code. In addition, the Council expects its Suppliers and Sub-Contractors to comply with the standards set out in this Section.
      3. The Supplier acknowledges that the Council may have additional requirements in relation to corporate social responsibility. The Council expects that the Supplier and its Sub-Contractors will comply with such corporate social responsibility requirements as the Council may notify to the Supplier from time to time.
   2. Equality and Accessibility
      1. In addition to legal obligations, the Supplier shall support the Council in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
5. eliminate discrimination, harassment or victimisation of any kind; and
6. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
   1. Modern Slavery, Child Labour and Inhumane Treatment
      1. Modern Slavery Helpline - means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.
      2. The Supplier:
7. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
8. shall not require any Supplier Staff or Sub-Contractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
9. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;
10. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world;
11. shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human tracking offenses anywhere around the world;
12. shall have and maintain throughout the term of any of its Contracts, its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;
13. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under any of its Contract;
14. shall prepare and deliver to the Council, upon request, a slavery and human trafficking report, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with an annual certification of compliance;
15. shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;
16. shall not use or allow child or slave labour to be used by its Sub-Contractors;
17. shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Council and Modern Slavery Helpline.
    1. Income Security
       1. The Supplier shall:
18. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
19. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
20. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
21. not make deductions from wages:
    1. as a disciplinary measure;
    2. except where permitted by law; or
    3. without expressed permission of the worker concerned.
22. record all disciplinary measures taken against Supplier Staff; and
23. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.
    1. Working Hours
       1. The Supplier shall:
24. ensure that the working hours of Staff comply with national laws, and any collective agreements;
25. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
26. ensure that use of overtime used responsibly, taking into account:
27. the extent;
28. frequency; and
29. hours worked; by individuals and by the Supplier Staff as a whole.
    * 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
      2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
30. this is allowed by national law;
31. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers’ health and safety; and
32. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
    * 1. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.
    1. Sustainability
       1. The Supplier shall meet the applicable Government Buying Standards, which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>
33. **Appendices**
    * 1. Appendix 1

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* + 1. Appendix 2



* + 1. Appendix 3



* + 1. Appendix 4



* + 1. Floor plans for each site

