

Ethical Sourcing Appendix: The ETI Base Code

1.1 EMPLOYMENT IS FREELY CHOSEN

- 1.1.1 There is no forced, bonded or involuntary prison labour.
- 1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

1.2 Not used

1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR SHALL NOT BE USED

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 LIVING WAGES ARE PAID

- 1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

1.5.2 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.

1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 WORKING HOURS ARE NOT EXCESSIVE

1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.

1.6.2 Not used.

1.7 NO DISCRIMINATION IS PRACTISED

1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.8 REGULAR EMPLOYMENT IS PROVIDED

1.8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

SCHEDULE 3 - SPECIFICATION

Transport for London



Volume 2 The Specification

Speed Awareness Training

OJEU Ref : 2017/S 007-011085

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Transport for London

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DOCUMENT CONTROL

0.1 Document History

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V1.0	12/12/2016	

0.2 Final Version Approval

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ORGANISATIONAL OVERVIEW

0.3 Transport for London (TfL)

TfL was created in 2000 as the integrated body responsible for London's transport system. TfL is a functional body of the Greater London Authority. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services to, from and within London.

TfL manages London's buses, the Tube network, Docklands Light Railway, Overground and Trams. TfL also runs Santander Cycles, London River Services, Victoria Coach Station, the Emirates Air Line and London Transport Museum. As well as controlling a 580km network of main roads and the city's 6,000 traffic lights, TfL also regulates London's taxis and private hire vehicles and the Congestion Charge scheme.

Further background on what TfL does can be found on the TfL website here:

<https://tfl.gov.uk/corporate/about-tfl/what-we-do>

0.4 Business Unit

Enforcement and On Street Operations (EOS) Directorate within Transport for London is responsible for making the transport system safer and more secure, working in partnership with TfL's operational businesses and policing partners – the Metropolitan Police Service (MPS) and City of London Police.

INTRODUCTION

0.5 Background

Transport for London, working in partnership with the MPS, is responsible for Safety Camera Enforcement in London, which includes the management of red light and speed camera operation. The camera network contributes significantly to the Mayor's targets for casualty reduction and the objective to reduce the number of people being killed or seriously injured on London's roads. The camera network also contributes significantly to traffic management, keeping traffic moving in a safe, efficient manner.

It is well documented that speed or inappropriate speed contributes to a significant percentage of all collisions and a higher percentage of more serious collisions.

The National Driver Offender Retraining Scheme (NDORS) has been developed to offer drivers who would benefit from improving their

driving attitudes and skills following a police intervention. Eligible drivers are offered the opportunity to attend a course as a voluntary alternative to their offence being dealt with through the Criminal Justice System.

NDORS has been established by the police service in collaboration with the National Association of Driver Intervention Providers (NADIP). The police service has formed the Road Safety Trust (RST), a charity, to provide the business support to the scheme through UK Road Offender Education (UKROEd).

All NDORS courses and associated material are registered with the Intellectual Property Office and protected in law, in order to ensure the quality is at a sustainable high standard and courses are consistent allowing the offender to attend anywhere in the UK and receive the same education. Course providers and individual instructors and trainers must operate under a licence issued by UKROEd.

0.6 Objectives

The current contract is due to expire on 3rd April 2017 and the requirement is to be re-tendered.

TfL requires a licenced course provider to deliver NDORS speed awareness courses which will contribute towards safer communities by increasing attendee's intention to drive at an appropriate speed within the speed limit, reducing speed related collisions. Bidders will be expected to deliver all of the requirements set out within this document.

The contract will run for three years with an option to extend, in yearly increments, into a fourth and fifth year at TfL's sole discretion.

SCOPE

0.7 General Requirement

The specifications of the National Courses are currently copyrighted by NDORS and the current courses are publicised and referred to as the National Speed Awareness Course (NSAC) and What's Driving Us (WDU).

In addition to the current suite of courses, further new courses to improve road safety will be developed. It is the intention of this tender to secure a course provider that can accommodate any future courses that TfL chose to develop during the life of the Contract. However, should the course provider prove not capable to deliver new proposed courses then this contract will only pertain to the courses identified.

In order to have access to the most current course specifications, course providers must hold a full or provisional licence from UKROEd. The course provider shall comply with these specifications, or any subsequent versions, and be fully competent and skilled in the provision of NSAC and WDU.

UKROEd reserves the right to change course content from time to time during the term of the contract, and it is the responsibility of the course provider to ensure the Scheme content remains up to date.

0.8 Course Eligibility Criteria

Speed awareness courses are offered by the Police as an alternative to punishment for an offender who has committed a speeding offence within the speed bands of 10%+2 mph and 10%+9 mph in excess of the speed limit.

When a driver has successfully attended and completed a course, their details are kept on a national database. This ensures that if a person is caught committing the same type of offence within three years from the date of the original offence they cannot be offered another course.

Any person who has been made a course offer and decides that they don't want to do it or anybody who accepts to go on a course and who fails to attend and complete the course, will have their offence dealt with through the criminal justice process.

0.9 Course Aim

At the end of the course, attendees should be able to:

- Identify the benefits of complying with speed limits.
- Raise awareness of appropriate attitudes towards the misuse of speed.
- Understand the consequences of speeding and to explore the advantages and disadvantages of speeding.
- Increase client's recognition that the way they drive and the risks they take have negative consequences for other road users, and increase the likelihood of crashing.
- Increase clients understanding of the need for traffic rules
- Improve a client's knowledge of speed limits and skills in identifying different speed limit areas.
- Encourage clients to identify and overcome their own barriers to safe and responsible driving.
- Recognise personal responsibility for choice of speed.
- Recognise the impact of each client's driving behaviour on other road users.
- Provide attendees with the opportunity to implement his/her increased knowledge and skills in hazard perception.

0.10 Course Content

It is recognised that the course client base would predominately comprise of individuals who have not necessarily chosen to take re-training had their driving standard not come to the attention of the police.

All the national courses have been developed in order to ensure they operate based on consistency and outcomes. Successful engagement with a course attendee must reflect their specific and individual needs, apprehensions and prejudices within a course offered. The NDORS scheme allows a varied group of drivers to benefit from generic 'improved' driving concepts. The course provider must comply with the delivery methodology and content as produced and researched by NDORS.

The course provider must not divert from the national course content without the written agreement from NDORS and with the support from TfL. Contained in the various NDORS Guidance notes are copies of standard correspondence which the course provider will adopt (subject to any amendments as required).

0.11 Method

Research shows that traffic violators exhibit both deficiencies of basic driving skills and inappropriate attitudes and behaviours.

The scheme consists of classroom based (one module over one day) - driver workshop only. A driving practical is not required. Skilled trainers and instructors are used on the course and client centred group work is an essential part of the training process. Attendees are encouraged to participate fully on the course and complete a customer questionnaire assessing the course. A 'satisfactory completion' of the course implies that attendees have been willing to contribute to all elements.

0.12 Trainers

All course trainers and instructors must hold a full or provisional licence from UKROEd. TfL require that all aspects of any of the courses be subject to stringent and regular monitoring in line with the conditions of operating under any licensing arrangement as agreed by NDORS.

It will be expected that the course provider will review its own trainers on a minimum of an annual basis and records should be maintained for TfL to examine at any time. Any trainer or instructor failing to meet the required standard shall be retrained and subsequently monitored, at no cost to TfL.

0.13 Course Booking Arrangements

The course provider shall ensure that the client is able to book and pay for a course via a range of methods. As a minimum the course provider shall provide a web based booking system which is available at all times, and a sufficiently staffed call centre facility. The course provider should specify in their proposal the opening hours which they propose for their call centre solution. The client should also have the ability to change the date of a course via a range of methods and the cancellation policy should be specified. The course provider should also make sure the terms and conditions for the course are completed.

DELIVERABLES / MILESTONES

0.14 Training Centres / Venues

The training centres should be located subject to final agreement with TfL so that they adequately cover the London area and are within the M25. No course attendees resident in Greater London should be expected to travel more than one hour by public transport to undertake the training course.

The training centre should be accessible by public transport and also have a parking facility either on- site or in the immediate vicinity.

All training centres shall comply with the requirements of the Disability Discrimination Act 2005 and ensure accessibility for those with mobility problems.

All training centres shall include:

- Suitable classroom facilities
- Suitable waiting room for course attendees – these shall include facilities for attendees to purchase hot and cold drinks and provide adequate seating facilities. Dispensers offering snacks and sweets for sale may be provided
- Toilet facilities for attendees; and
- A staff restroom with basic cooking and toilet facilities

0.15 Course Numbers

The maximum number of people per class attending a speed awareness course shall be 24. The number can go to a maximum of 26; however, the additional two places should only be used in exceptional circumstances where a client urgently has to complete a course. Or where a client has been referred by another force and again needs to complete as a matter of urgency. Under no circumstances should 24 attendees be exceeded unless there is an exceptional circumstance.

0.16 Course Availability / Frequency

The course provider must guarantee to accommodate any referral made by the police. Many offenders will be working or unavailable on weekdays, therefore speed awareness and WDU courses shall be made available on days and times that allow all offenders a reasonable choice of course and venue. Speed Awareness courses and WDU shall be offered seven days per week excluding national holidays. If there is no demand for courses on certain days / times, TfL will be prepared to consider relaxing this requirement.

Courses shall be offered at times to be agreed:

- In the morning
- In the afternoon; and
- In the evening

If courses are run in parallel at the same venue, start times may, by agreement with TfL, be staggered.

0.17 Course Materials

All materials required in the delivery of the course will be supplied by the provider. Bidders are required to detail what course material or information will be provided to the attendees. Where appropriate copies of the information should be supplied as part of the Bidders proposal.

0.18 Course Duration

The course will last no less than 240 minutes. In addition, a short break shall be included when hot or cold soft drinks shall be provided free of charge.

0.19 Updating of National Database

The National Policing Improvements Agency has developed the Driver Offender Retraining System (PentiP DORS). On completion of the course PentiP DORS must be updated by the course provider with the results of the course for the referring police force.

CONTRACT MANAGEMENT

Bidders must identify a named individual (Course provider Contract Manager) in their bids who will co-ordinate all services to be provided to TfL by the bidder, monitor and assure the quality of service provision, and liaise with TfL's Contract Manager on all matters related to performance and contract management.

TfL will appoint a TfL Contract Manager who will be the main point of contact in TfL for all matters related to contract management. The TfL Contract Manager will be supported by other nominated TfL staff in the day-to-day operation and management of the contract.

The TfL Contract Manager and the Course provider Contract Manager will meet at least quarterly (monthly during the first quarter of the Contract) at times to be specified by TfL to review contract performance against the KPI's. Other TfL or course provider personnel may attend these meetings, at TfL's discretion, as deemed appropriate. All such contract review meetings will be hosted by TfL unless agreed otherwise.

Any reports are required from the Course provider to support any such meeting, for example performance statistics or customer feedback, must be sent to the relevant recipients at least five (5) working days before the scheduled date of the relevant meeting.

SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIs)

The Course Provider shall meet the following Service Levels in the delivery of the Service:

0.20 Handling of referrals and bookings

- Referrals processed with appropriate letter sent within one business day
- Reminder letters sent after 14 days
- Call Centre will aim to answer monthly on average 80% of calls within 20 seconds
- All telephone bookings and enquiries will be recorded for training and monitoring purposes
- Web based booking system available at all times
- Customer care and booking experience rated at 70% excellent or good

0.21 Course Delivery KPI's and procedures

- 92% minimum course utilisation
- Client rating of trainer delivery rated at 85% excellent or good

- Client rating of training content rated at 85% excellent or good
- Quality monitoring (including mystery shoppers following any complaint or service issue)
- Annual staff audits
- Training facilities rated at 70% excellent or good

0.22 Adherence to NDORS Procedures

- Ensure the Scheme content remains up to date
- Course completions updated on NDORS system within two business days
- Show course availability at least 3 months in advance

0.23 Management and monitoring course provision

- Use reasonable endeavours to ensure that all trainers will be supported, monitored, coached and supervised and hold a full or provisional licence with UKROEd.
- Review all trainers on a minimum of an annual basis and records should be maintained for TfL to examine at any time.

Any specific SLA's / KPI's will be discussed between the contracting authority and the winning bidder.

The Course Provider shall supply accurate monthly management information detailing Client numbers per month for each of the courses and performance against the above targets.

PROJECT PLAN/TIMESCALES

<i>Requirement 1</i>	Courses will commence in April 2017
<i>Requirement 2</i>	Service Reviews to be held on (or close to): 01 July 2017 01 January 2018 01 July 2018 Then at a frequency to be agreed between TfL and the service provider.

SCHEDULE 5 - PROJECT PLAN

Project plan as outlined in the specification

SCHEDULE 6 - FORM FOR VARIATION

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

• DETAILS OF VARIATION	• AMOUNT (£)
•	•
•	•
• ALLOWANCE TO THE AUTHORITY	•
• EXTRA COST TO THE AUTHORITY	•
• TOTAL	•

.....
For the Authority (signed)

.....
(print name)

<div>•</div> <div>ACCEPTANCE BY THE SERVICE PROVIDER</div>	<div>•</div>
<div>•</div> <div>•</div> <div>•</div> <div>•</div> <div>Date</div>	<div>•</div> <div>•</div> <div>•</div> <div>•</div> <div>Signed</div> <div>•</div>

