

**Tender for the Delivery of a Maintenance Service to Nacro Properties in England and Wales.**

**To include; Emergency, General ‘Day to Day’ Responsive Repairs, Void Property Cleaning & Repairs Service.**

**TENDER PACK**

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**Preface**

This tender is being procured under the EU Directive Public Procurement ‘Accelerated Open Procedure’ being 15days “State of Urgency Duly Substantiated”.

The ‘Urgency’ has arisen due to Nacro being awarded the Contract to Supply Bail Accommodation & Support Services (BASS Contract), by the Ministry of Justice, which has a very short lead-in time and commences from the 18th June 2018, with elements of the contract requiring to be in place before the 1st of June 2018. In addition, there is a high degree of contract sensitivity and potential Service Provider(s) requiring security checks as set out within this tender pack.

**The procurement timeline is as follows:**

* Notice of Tender 10th April 2018
* Period of Document Request and Return 10th to 26th April 2018
* Tender Return Deadline 4pm Friday 27th April 2018
* Tender Award Date 18th May 2018 for a 1st June start

1. **Introduction**

Thank you for your interest in tendering for the provision of an emergency, general day to day and void property repairs service to properties managed by Nacro across England and Wales.

Nacro is a national social justice charity with more than 50 years’ experience of changing lives, building stronger communities and reducing crime. We house, we educate, we support, we advise, and we speak out for and with disadvantaged young people and adults. We are passionate about changing lives. We never give up. In 2016/17, we helped more than 38,000 people.

Nacro has been awarded the Bail Accommodation & Support Service (BASS), contract by the Ministry of Justice, which complements Nacro’s core business, providing homes and support to people in need, by equipping them with skills, advice and support to move on. This is a welcome addition to Nacro’s existing business streams and provides Nacro with an opportunity to implement an innovative procurement solution for maintenance services for all its’ property portfolios across England and Wales.

It is important to note that Nacro’s core business is of a sensitive nature and as such, much of the information held on its customers (residents in the main and clients), and the property portfolio address list goes beyond the requirements of the Data Protection Act and is highly confidential. Therefore, there will be a need for successful Service Provider(s) awarded the contract to enter in a Non-Disclosure Agreement.

Similarly, Nacro’s customers are vulnerable people, thus this tender pack includes Nacro’s Safeguarding Policy and Code of Conduct for Contractors, which will require Service Provider(s) to sign up to. This will be further supported by the requirement to be registered with Construction Line at Gold Level membership, which includes the necessity to have relevant Disclosure & Barring Service checks.

Nacro’s property portfolio is typically leased from private landlords and therefore the obligations for Nacro in respect of repairs are usually routine day to day repair and cleaning nature along with tenant damage. The stock consists of self-contained flats, bedsits, housing of multiple occupation, and family type accommodation 2, 3 and 4-bedroom homes, with a high tenancy turnover, due to the nature of its business and clients.

The BASS property portfolio, generally has a tenancy change, resulting in a void activity every 8-12-weeks, and we are obliged to have a property ready for reletting within 7 calendar days so the void cleaning and repair response is time critical and Service Providers must be able to demonstrate that they can meet this timescale, which will come at short notice. Further details are set out in Section 2 Service Specification.

As the property portfolio is widely dispersed within England and Wales with an opportunity for growth, Nacro is keen to use local contractors generally known as Small & Medium Enterprises (SME’s) where possible. For the purpose of this tender document they will be termed as ‘Service Providers’. Nacro will accept bids from National service providers if they can satisfactorily meet the criteria of using local service providers and expectations within the tender pack service specification. Service provider bidders are at liberty to tender for one or a number of lots, including all lots.

The property portfolio has been split into 12 lots as set out in Section 2.3.1.

This tender pack contains the following documents:

Section 2: Service Specification

Section 3: Company Questionnaire

Section 4: Method Statement

Section 5: Pricing Matrix and/or SOR’s

Section 6: Form of Tender

Section 7: Collusive Tendering Certificate

As a Service Provider bidder, you will need to complete Sections 3 to 7 and return them via email to: Mark Bagshaw, Contracts Manager [mark.bagshaw@nacro.org.uk](mailto:mark.bagshaw@nacro.org.uk).

The deadline for receipt of tenders is **4.00pm** on Friday 27th April 2018. Tenders received after this time may not be considered.

Please state within the email subject field “**Strictly Confidential – Tender for Maintenance Service**”. Please do not include company names and logos. The email address will be redacted by Nacro before collating and assessing.

Service providers tendering for this service will need to demonstrate that they are in a sound financial position; have the capacity and technical capability to deliver the service required; have relevant experience of delivering similar services and are committed to equal opportunities both as an employer and in the delivery of services. These requirements will be assessed with reference to the responses given in the company questionnaire.

Tenders will be evaluated on the basis of price (60%) and quality (40%). Price will be assessed with reference to your proposed costs within the Pricing Matrix, Section 5. Quality will be assessed on the basis of your Method Statement submission. Following receipt of tenders, we may contact your company for clarification on specific responses given in any of the tender documentation should the need arise.

Our intention is to award the contract for this service by 18th May 2018 with a view to contract commencement 1st June 2018.

Please note that Nacro cannot reimburse any costs incurred by suppliers in the course of the preparation or submission of tenders.

If you have any queries regarding the tender or need clarification on any particular issues, please contact Mark Bagshaw at our Sheffield office 07920 189 222 or by email to [mark.bagshaw@nacro.org.uk](mailto:mark.bagshaw@nacro.org.uk).

We look forward to receiving your tender

1. **Service Specification** 
   1. **Introduction**

The purpose of this document is to provide bidders with relevant information about Nacro’s requirements for this service. The specification should be read in conjunction with all other tender documentation.

* 1. **Required outcome**

Nacro is seeking to procure an efficient and effective cleaning, repairs and maintenance service for its property portfolios. The successful bidder will be required to achieve the performance standards, quality of service levels and other requirements set out in this service specification.

In the main the BASS and Nacro property portfolios will have the same standards and expectations of a quality value for money service. Therefore, the Service Specification aims to standardise where possible all criteria and Key Performance Indicators within this tender pack. However, priority is given to the BASS property portfolio and its delivery, which will be reflected within relevant sections within the tender pack.

As advised in the introduction of this document the BASS contract is a new welcome addition to Nacro’s core business streams and it is critical that Nacro deliver the ‘Supply of Bail Accommodation & Support Services’ on behalf of the Ministry of Justice (MoJ) to their exacting standards and stringent Key Performance Indicators (KPI’s). Not to do so will incur penalties and when applicable these will be passed on to service providers wherever they are appropriate as stated within the tender document. The most critical KPI is a requirement to have a void property available for reletting within **7 calendar days** including the ‘End to End’ void process, cleaning and necessary repair work. Thus, Service Providers will have **5 Calendar days**, further information of void management requirements is set out within Section 2.3.5. Repairs to Voids of this tender pack.

* 1. **Scope of the service**

2.3.1 Geographical coverage

The ‘Contract Maintenance Lots within Table 1 below gives details of the geographical areas that the service must cover. Service Providers can bid for individual, multiple or all lots. There are twelve lots available in total.

For clarity and to aid assessment of priority for the BASS property portfolio Table 1 is set out to provide bidders with the separate numbers of properties and units for the BASS and Nacro property portfolios.

**BASS & NACRO Property Maintenance Contract Lots**

*Table 1.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot** | **Region** | **Nacro Property Portfolio** | **BASS Property Portfolio** |
| 1 | North East | Hartlepool, Middlesbrough, Redcar, South Shields, Stockton 0n Tees, Sunderland, Thornerby  **Total No. Properties 110**  **Total Bed Spaces / Units 130** | Darlington, Middlesboro’, Blyth, Consett, Sunderland, Hartlepool  **Total No. Properties 6**  **Total Bed Spaces / Units 16** |
| 2 | North West | Birkenhead, Bolton, Bootle, Bury, Liverpool, Manchester, Oldham, St Helens.  **Total No. Properties 66**  **Total Bed Spaces / Units 235** | Manchester; Wigan, Bolton, Stockport, Bury. Lancashire; Preston, Lancaster, Burney. Merseyside; St Helens, Liverpool, Birkenhead. Cheshire; Chester, Warrington.  **Total No. Properties 22**  **Total Bed Spaces / Units 71** |
| 3 | Yorkshire | Barnsley, Bridlington, Doncaster, Goole, Grimethorpe, Guisborough, Hornsea, Howden, North Anston, Rotherham, Sheffield, Scunthorpe  **Total No. Properties 132**  **Total Bed Spaces / Units 226** | Hull, Sheffield, Rotherham, Doncaster, Scunthorpe, Leeds, Bradford, Halifax, Huddersfield, Wakefield, Dewsbury.  **Total No. Properties 27**  **Total Bed Spaces / Units 77** |
| Lincolnshire | Boston, Gainsborough, Grantham, Lincoln, Sleaford, Spalding  **Total No. Properties 69**  **Total Bed Spaces 219** |  |
| 4 | East Midlands | Chesterfield, Church Gresley, Cresswell, Derby, Hinckley, Ilkeston, Leicester, Loughborough, Mansfield, Nottingham, Retford, Ripley, Sutton in Ashfield, Swadlingcote, , Worksop  **Total No. Properties 183**  **Total Bed Spaces / Units 336** | Leicester, Nottingham, Northampton, Derby.  **Total No. Properties 12**  **Total Bed Spaces / Units 42** |
| 5 | West Midlands | Birmingham, Burton-on-Trent, Evesham, Kidderminster, Kidsgrove, Leominster, Newcastle under-Lyme, Rugeley, St Johns, Stoke on Trent, Worcestor  **Total No. Properties 75**  **Total Bed Spaces / Units 139** | Birmingham, Black Country, Worcester, Coventry, Stoke on Trent, Telford.  **Total No. Properties 20**  **Total Bed Spaces / Units 66** |
| 6 | East England |  | Norwich, Peterborough, Ipswich, Bedford, Luton, Watford,  **Total No. Properties 10**  **Total Bed Spaces / Units 32** |
| Essex | Basildon, Benfleet, Braintree, Brentwood, Buckhurst Hill,  Canvey Island, Chelmsford, Clacton-on-sea, Colchester, Epping, Harlow, Harwich, Laindon, Loughton, Maldon, Pitsea, Rochford, Roydon, Vange, Waltham Abbey, Winters way, Wivenhoe  **Total No. Properties 183**  **Total Bed Spaces / Units 381** | Colchester, Chelmsford, Southend-on-Sea.  **Total No. Properties 3**  **Total Bed Spaces / Units 9** |
| 7 | South East | None currently | Kent; Ashford, Folkstone, Maidstone, Margate.  **Total No. Properties 5**  **Total Bed Spaces / Units 14** |
| 8 | Southern | None currently | Hampshire; Basingstoke, Portsmouth, Southampton, Southsea. Dorset; Bournemouth, Poole. Thames Valley; Milton Keynes, Reading, Slough. Gloucester, Swindon.  **Total No. Properties 21**  **Total Bed Spaces / Units 72** |
| 9 | South West | None currently | Bristol, Plymouth  **Total No. Properties 7**  **Total Bed Spaces / Units 26** |
| 10 | Greater London | Baltham, Battersea, Lambeth, Putney, Stoke Newington, Westminster  **Total No. Properties 13**  **Total Bed Spaces / Units 87** | Brent, Bromley, Croydon, Dagenham, East Ham, Edmonton, Greenwich, Poplar, Rainham, South Norwood, Southall.  **Total No. Properties 19**  **Total Bed Spaces / Units 63** |
| 11 | North Wales | Bangor, Caernarfon Denbigh, Llandudno, Rhyl, Wrexham  **Total No. Properties 25**  **Total Bed Spaces / Units 34** | Wrexham  **Total No. Properties 2**  **Total Bed Spaces / Units 7** |
| 12 | South Wales | None currently | Cardiff, Newport, Swansea, Merthyr, Bridgend  **Total No. Properties 8**  **Total Bed Spaces / Units 26** |
| **Overall Total Properties** | | **856** | **162** |
| **Overall Total Bed Spaces / Units** | | **1,778** | **521** |

2.3.2 Nature of the repairs and maintenance works

The successful bidder(s) will be required to carry out all internal responsive repairs and decoration to BASS and Nacro residential properties, although this will be limited in the majority of the BASS properties and some of the Nacro Properties where Nacro have less maintenance liabilities. Examples of the typical range of works to be carried out are shown in Table 2.

*Table 2*.

|  |  |
| --- | --- |
| **Items** | **Examples** |
| **Doors***1* | Repair/ replace/ redecorate doors and frames.*2* |
| **Windows** | Board-up and re-glaze. |
| **Floors** | Repair/replace damaged flooring (e.g. laminate). |
| **Walls and ceilings** | Repair/redecorate walls and ceilings. |
| **Bathrooms and toilets** | Repair/replace units, fixture and fittings. Clear blockages. |
| **Kitchens** | Repair/ replace units and worktops. Redecoration. |
| **Electrical** | Test/replace distribution boards. |
| **Gas Appliances & Heating** | Inspect, test, repair and replace. |
| **Plumbing** | Repair/replace fittings, wastes, pipework. |

*1 All doors are fitted with either or both a Suited lock and/or Digi-lock. See Section 2.18 Door Specification for further details.*

*2 it will important that service providers maintain readily accessible supply of doors for high priority properties as this is a frequently required replacement. See note in para 2.3*

2.3.3 Out of Hours Repairs

There may be a requirement to provide a degree of ‘Out of Hours’ repairs service via instruction from Nacro’s Helpdesk or a third part call desk. This tender pack therefore, includes an option to price for out of hours repairs.

2.3.4 Repairs to void properties

The successful bidder(s) will need to complete repairs and cleaning required to void properties within **5 calendar days**, to enable re-let within Nacro and the MoJ’s targets.

Therefore, Nacro has developed robust void procedure, with the high-level detail process being; the void ‘End to End’ **7 calendar day** timeline will be as follows: -

* **Day 1** - Nacro staff are responsible for inspecting room/unit/property and raising any necessary cleaning and repair works.
* **Days 2 to 6** - Cleaning and Repair works to be undertaken by Service Providers
* **Day 7** - Nacro staff to inspect and ensure any snagging is either carried out or an appointment made to return post letting, where applicable.

The full void management procedure will be available on request.

Consideration will be required for **a specialist needle sweep and clean before** Service Provider(s) enter the property to carry out repair works, who must be accompanied by a member of Nacro’s staff, with exception to ‘Out of Hours’ emergency boarding up and making safe works. It will be the Service Provider(s) responsibility to confirm an appointment date and time with a Nacro member of staff and advise immediately if there is any change or if the Service Provider is likely to be delayed. A financial penalty will be implemented for voids not completed within the time frames stated within this Service Specification and for non-attendance. The penalty has been calculated on the basis of the financial penalty imposed on Nacro by the MoJ, which equates to £30 per day over the 5-calendar day void target. Similarly, legitimate non-access and non-attendance of a agreed appointment by a Nacro member of staff, will allow the Service Provider to claim a non-access fee.

There will be occasions where a front entrance door or room entrance door has experienced forced entry and may require replacement rather than repair. Nacro has developed a standard door and frame specification Section 2.18 and recommend that a Service Supplier arrangement is made to have these in stock.

* 1. **Classification of repairs**

Nacro’s Maintenance Helpdesk based handles all repair requests and issues repair orders to contractors. The Helpdesk will determine the classification of each repair according to the following guidance.

Emergency repairs (24-hour target completion time), are normally repairs needed in situations where there is danger to the health or safety of service users or staff or a danger of serious damage to the property. Examples include: -

* fire or flood
* complete loss of water or electricity supply
* burst water pipes
* internal doors to bedrooms in shared properties
* external doors if the security of occupants could be compromised complete
* central heating failure (October – March)

Urgent repairs (**7-day** target completion time), are normally repairs to prevent further damage or deterioration to the property: -

* partial loss of electricity or water supply
* partially blocked drains or waste pipes
* loose or unsafe handrails, stair treads, bannisters
* complete central heating failure (April – September)

Routine repairs (**28-day** target completion time), are generally defects that can be deferred without causing serious deterioration to the building or discomfort to occupiers:

* repairs to external paths, gates, fencing and walls
* repairs/ cleaning out of rainwater goods
* tiling of kitchens and bathrooms
* repair to kitchen fittings
* minor plumbing repairs/ renewing taps

**2.5 Communication Systems**

The successful bidder(s) will be required to have in place an effective communication system to enable repairs to be reported by Nacro staff 24 hours a day, seven days a week. A central office, or call centre, telephone number will be required to enable Nacro staff to make repair requests during normal office hours (i.e. Monday – Friday, 9am-5pm) together with a telephone number (if different) for out of hours emergencies. The contractor will also be required to have in place the facility for repair requests to be received electronically.

The successful bidder(s) would ideally have a client portal to enable Nacro staff to view relevant information relating to the service including:

* Searchable details of all instructed orders and quotes, current and historic
* Viewable notepads
* Ability to make notepad entries to live orders
* Ability to place new orders and quotes (including the uploading of relevant files/pictures)
* Electronic invoicing to be decided either individual invoicing or batch invoicing
* Secondary ability to allow site only records to be accessed in addition to a “view all” Helpdesk permissions level
* Total number of instructions (searchable and pre-defined)
* Total value of orders by user defined parameter
* Number and percentage of first fix jobs
* KPI statistical data

Other communication systems achieving the above criteria would be considered. Please provide details within Section 4, Method Statement, Question 8.

**2.6 Key performance indicators**

2.6.1 Completion targets

The successful bidder(s) will be required to complete repairs within the following target response times:

***Emergency repairs***

95% completed – within **24** **hours** of request for repair being made by Nacro staff

***Urgent repairs***

90% completed – within **7** **calenda**r days of request for repair being made by Nacro staff

***Routine repairs***

90% completed – within **28 calendar** days of request for repair being made by Nacro staff

***Voids works***

100% completed – within **5 Calendar** days of request for repair being made by Nacro staff, except for works deemed to be a 28-day category as they are major repairs as agreed by Nacro staff with the service provider.

2.6.2 Quality of work

The contractor will be expected to complete all repairs in a workmanlike manner and to a high standard, in accordance with best industry practice, manufacturer’s recommendations and relevant British Standards. Nacro’s staff will carry out inspections of completed repairs to check the quality of the work. Nacro also gives its residents the opportunity to comment on the standard of individual repairs carried out at their accommodation and their satisfaction with the contractor. The contractor will be expected to achieve the following quality measures as assessed through post inspections by the Nacro’s property team and resident satisfaction surveys: -

* + 95% Satisfactory post inspections
  + 95% Level of resident satisfaction with standard of repair
  + 95% Level of resident satisfaction with the conduct and attitude of contractor (including employees and sub-contractors)

Minor repairs should be covered by a 3-month defect period. Renewal of components covered for a minimum of twelve months defect period.

The successful bidder(s) will be expected to rectify any unsatisfactory or defective work at own cost with regard to labour and material costs.

**2.7 Equality and diversity**

The successful bidder(s) appointed to deliver this service will be required to demonstrate a commitment to delivering the service in a manner that is sensitive to the needs of Nacro service users from a diverse range of backgrounds and consistent with the principles and values of Nacro’s Equality and Diversity Policy, a copy of which is attached at **Appendix B**. The contractor will be required to have a written Equal Opportunities Policy or agree to abide by the principles and values of Nacro’s Equality and Diversity Policy.

When delivering the service, the contractor and its workforce will also be required to abide by the Safeguarding and Code of Conduct shown at **Appendix A**.

**2.8 Health and Safety**

The successful bidder(s) will be required to comply with current legislation and demonstrate that health and safety minimum requirements are being met. They will need to ensure procedures are in place to comply with legislation and regulations that include but is not limited to: -

Control of Asbestos Regulations 2012

Working at Height Regulations 2005

Gas Safety Installation and Use Regulations 1998

Electricity at Work Regulations 1989

Manual Handling Regulations1992

Control of Substances Hazardous to Health 2002

Management of Health & Safety at Work Act 1999

Health & Safety at Work Act 1974

Construction Design and Management Regulations 2015

Personal Protective Equipment at Work Regulations 1992

Reporting of Injuries Diseases and Dangerous Occurrences Regulations

Control of Vibration at Work Regulations 2005

Health & Safety Display Screen Equipment Regulations 1992 (amended 2002)

Workplace Health Safety and Welfare Facilities 1992

Use of Work Equipment Regulations

Control of Vibration at Work Regulations 2005

Provision and use of Work Equipment Regulations 1998

Lifting Operation and Lifting Equipment Regulations 1998

The successful bidder(s) will need to evidence a commitment to Health & Safety and methods of keeping up to date with changes in legislation.

**2.9 Risk assessments and method statements (RAMS)**

The successful bidder(s) will need to have comprehensive RAMS in place for each area of activity.

**2.10 Employees and Sub-Contractors**

A significant proportion of Nacro service users are young people and vulnerable adults. The successful bidder(s) must have in place relevant policies and procedures to check the background of its employees and any sub-contractors to ensure that they do not present a risk of harm to Nacro residents. All employees and sub-contractors carrying out repairs and maintenance works to Nacro properties will have to have undertaken a DBS (criminal record) check, which does not identify any past convictions or issues that may present a risk to vulnerable people. This will be a requirement for service providers when attaining Gold Level Membership on Constructionline, who will check service providers evidence.

The successful bidder(s) will have to demonstrate their commitment to paying sub-contractors on time by, for example, adherence to the Prompt Payment Code.

**2.11 Added Value**

Nacro encourages bidders to demonstrate what added value they can bring to the delivery of this service. The provision of employment and/or training opportunities for Nacro service users, for example, would be considered very favourably in this respect.

Added value may also involve grouping jobs together and undertaking them in one attendance thereby saving on call out fees, travel time and cost.

**2.12 Tax and Insurance**

The successful bidder(s) will be required to provide evidence of appropriate Tax Certification with HM Revenue and Customs. They will also be required to have in place and provide evidence of insurance to adequately cover the work that they will be expected to undertake. As a minimum, this will be:

* Employers liability £10 million
* Public Liability £5 million

**2.13 Data Protection**

The successful bidder(s) will be required to adhere to the requirements of the Data Protection Act at all times in the delivery of this service and to have been registered with the Data Protection Agency for a minimum of five years.

**2.14 Constructionline**

It is a requirement that bidders are registered with Construction Line and meet the criteria of their gold standard.

**2.15 Contract**

The successful contractor will be issued with the 2016 JCT measured term contract.

**2.16 Price**

The contract will operate on the basis of Nacro’s pricing matrix, being an open book contract based on Callout, Attendance costs and contract support costs, with a percentage mark-up for materials. Tenderers are required to complete Section 5 Pricing Matrix within this Tender Pack. The price will be fixed for the first year of the contract.

**2.17 Contract commencement and duration**

It is anticipated that the contract(s) will commence 1st June 2018. The contract will initially be for three years, extendable for a further one-year subject to satisfactory performance and agreed CPI uplift for the third and fourth years.

**2.18 Nacro Door Specification**

It is Nacro’s intention where ever possible to standardise doors, although restrictions will apply where properties are in conservation areas and where Local Authorities have their own specifications, mainly with regards to aesthetics. Nacro will also need agreement from the Landlord to change a door to a different style and type to what was currently fitted. Therefore, the first rule will be to fit a like for like replacement, whilst meeting the requirements of the Nacro door and frame specification and British Standards. A copy of the full Nacro Door Specification can be provided on request.

**2.19 Nacro Lettable Standard**

This is the standard of the property when it is ready to let, which includes the Government’s criteria of a Decent Home Standard. Nacro’s lettable standard also includes the condition of repair, decorations and furniture and equipment provided. Nacro seek to maintain this standard both before and during occupation by residents, thus minimum standards are as follows:

* All rooms will be clean with cupboards and furniture, emptied and wiped, floor coverings swept, mopped and carpets vacuumed. Sinks, worktops, fridges, cookers and bathroom appliances cleaned prior to a new letting.
* Windows will be cleaned on a regular basis externally and internally. In self contained properties the onus is on residents to keep their windows clean where accessible.
* Cobwebs and temporary fixings and drawing pins removed from walls.
* Painted walls and ceiling will be free of stains, marks and discolouration. Walls can be wiped down or marks painted over as appropriate.
* Wallpaper will not be torn, stained or discoloured.
* All rooms will be well lit, heated and ventilated.
* The property will be centrally heated and have means to provide hot water to the kitchen and bathroom. Electric wall heaters may be acceptable as long as they are efficient, the running costs affordable and provide heat throughout the main areas of the property.
* Walls and ceilings will be free from signs of damp or condensation.
* All doors will open and close, correctly, have door furniture. Holes smaller than 10cm will be filled, larger holes will require replacement of the door.
* Kitchen units will be in a good condition.
* Worktops in a very poor condition will be replaced.
* There will be an upstand or a minimum of two rows of splash back tiles running the whole length of the worktop and at the back of the sinks. There will be a mastic joint between the tiles and worktop.
* All kitchen and bathroom taps will work correctly and not be dripping.
* Fluorescent light will have a diffuser cover fitted.
* Sinks and baths will have plugs.
* All bathrooms will have a shower and be in good condition with tiled walls and a screen/shower curtain.
* Baths will be in a good condition and not be cracked or broken. There will be at least two rows of splash-back tiles.
* Shower trays will be clean and not cracked or broken.
* Toilets will be a good condition, checked that they flush, are not cracked, stained or broken and firmly fixed to the floor.
* Light shades will be fitted to all lights.
* Door bells will be fitted and working in shared properties.

A full copy of Nacro’s ‘Lettable Standard can be made available on request.

**2.20 Void Cleaning Specification**



**Note:** BASS voids in most situations will be a single/bed room

VOID CLEANING SPECIFICATION:

* All properties will be offered in a clean standard when void work has been completed. The basic standard for voids will be:-

- Carry out needle sweep

- All items of rubbish to be removed from the property, including loft areas, (and where applicable, recharged to the former tenant?)

* Areas to be disinfected shall be treated with a 1% (ten thousand parts per million) Hypochlorite solution (Milton or equivalent).
* All floors shall be swept clean of all visible dust and debris. Where carpet or similar coverings are to be retained they shall be thoroughly vacuum cleaned.
* Where staining of floors is evident the area shall be cleaned with detergent solution and subsequently disinfected.
* Where staining to carpet or similar coverings are evident, localised cleaning with a detergent solution should be carried out, applied with a damp cloth or sponge and the area subsequently disinfected.
* Washable floor coverings shall be washed with a detergent solution. Visible stains and dirt shall be removed as far as possible prior to being disinfected.
* Painted or varnished woodwork: Where necessary, remove all visible dirt and stains as far as possible using a detergent solution. Any visible stains remaining shall be treated with disinfectant.
* Ceiling surfaces should not require cleaning unless extensive visible staining and dirt is evident. Cleaning shall be limited to localised cleaning with detergent solution.
* Where necessary, remove all dirt and stains as far as possible with a detergent solution. All surfaces should be disinfected as before described.
* When dry, all surfaces shall be rubbed down with a soft dry cloth to remove bloom left by the disinfectant solution.
* Kitchen fittings, worktops, sinks, taps and ceramic tiling: Where necessary, remove all dirt and stains as far as possible with a detergent solution. All surfaces should be disinfected as before described (contact time to be a minimum of five minutes).
* When dry, wipe down all surfaces with clean warm water and dry off with paper towels or similar disposable cloths to remove any bloom.
* The Contractor shall leave notices relating to all cleaned surfaces to confirm to the incoming tenant and NHA that cleaning has been completed.
* Clean dirty windows and window frames inside of property only, covering all levels.

1. **Contractor Questionnaire**

|  |  |
| --- | --- |
| Contractor name |  |
| Trading as (if different) |  |
| Registered address |  |
| Legal status (please delete as appropriate) | Limited company  Public limited company  Sole trader  Partnership  Other (please specify) |
| Date trading commenced |  |
| Company registration number (if applicable) |  |
| Number of employees |  |
| Are you or any directors of your company related to a member of Nacro staff or one of its trustees? |  |
| VAT registration number (if applicable) |  |
| Tax registration number |  |
| Name of insurer |  |
| Do you have employer’s liability insurance?  Do you have public liability insurance policy number? | Yes/ No  If yes, please give policy number  Yes/ No  If yes, please give policy number and financial limit on any single claim. Please also enclose a copy of the certificate. |
| Trades that you cover (please delete as appropriate) | Building Works  Carpentry & Joinery  Cleaning Services  Drainage  Electrical Repairs  Gas Appliances  Glazing  Handyperson  Painting and Decorating  Plasterwork  Plumbing  Roof repairs  Specialist Door Repairs  Other (please specify) |
| Please specify which geographical areas you cover. If all areas of England and Wales, please state “National”. |  |
| Do you have any trade body accreditations? | Yes/ No  If yes, please give details of trade body and your accreditation number. |
| Do you hold any health and safety accreditation (e.g. CHAS or Safe Contractor accreditation)? | Yes/ No  If yes, please give details of accreditation body and your accreditation number. |
| Please give your hourly rates by completing the attached price schedule within Section 5 Pricing Matrix. |  |
| Please give the names and contact details of three companies or individuals that you have carried out work for who we may approach for reference purposes. Please give their name, address, email address and telephone number and a brief description of the nature of the work that you carried out. |  |
| Please see our Conditions of Engagement and Code of Conduct for Contractors Appendix A  Are you willing to abide by the Conditions of Engagement and Code of Conduct? | Yes/ no |

Name of person completing this form: ……………………………………………………..

Position in the company: …………………………………………………………………….

Signature: ……………………………………………………………………………………..

Date: ……./…………………./…2018

1. **Method Statement**

Nacro are inviting tenders from suitably qualified companies to enter into a measured term contract to provide a high-quality emergency, general day-to-day and void repairs, and cleaning services to its residential properties.

In the Method Statement, you are asked to describe your proposals for the delivery of this service by answering a number of questions. In evaluating your tender, 40% of the score will be based upon your responses to the questions in the Method Statement.

Please answer each question in the Method Statement. Failure to do so may result in your tender not being considered.

Name of person completing this form: ……………………………………………………….

Position in the company: ………………………………………………………………………

Signature: ………………………………………. Date: ……./…………………./…2018

Telephone number: ………………………… Email address: ………………………………

Do you propose to use sub-contractors? YES / NO. If yes please Provide further details, and;

If YES, how would you ensure that the repairs they carry out are completed on time and to a high standard?

1. Please describe the procedure that you would have for handling repair requests from our staff or residents.
2. Please describe the procedure that you would have for organising the delivery of day-to-day repairs to our properties and how you would ensure that repairs are completed within target response times.
3. Please describe the arrangements you would have to deal with emergency repairs including those that may occur outside normal office hours.
4. Please describe what procedures or systems you would have in place to ensure that repairs are carried out to a consistently high standard.
5. Please describe the procedure that you would have for ensuring you meet the strict **5 calendar day** void cleaning and repairs target to the standards set out in the Service Specification.
6. Nacro provides housing for some very vulnerable people (e.g. people with mental health needs, young people etc.). Please describe your procedure for recruiting staff and sub-contractors and how you would ensure that the people you would employ to deliver this service would be suitable to carry out repairs in the homes of vulnerable people.
7. Please describe any added value that your company could offer to the delivery of this service (e.g. offering employment or training opportunities to some of our residents).
8. Please explain how you will meet the criteria set out within Section 2.5 Communications Systems as specified and/or alternative communication system/process that can be considered to meet these requirements.
9. Additional information. Please provide any additional information that you consider relevant to your proposals for delivering this service.
10. **Pricing Schedule**

Nacro a social justice charity, is a registered social landlord and is inviting tenders from suitably qualified Service Provider(s) to enter into a measured term contract to provide a high quality responsive repairs and maintenance service to the properties that it manages in England and Wales.

The contract for this service will be based upon the Nacro’s Pricing Matrix details set out in this document. If the Service Provider finds any inconsistency in the information within this document, then they are to notify Nacro via the Construction Line web portal.

In order that the Nacro can consistently calculate costs the Service Provider shall price the works based on the Pricing Matrix. The Service Provider will not make their own interpretation and will always seek guidance from the Nacro if they are in any way unsure.

The contract is to be carried out on the basis of a fixed price tender for the initial term of the contract and if extended, all subsequent years, will be subject to CPI uplift negotiated and agreed between Nacro and Service Provider(s).

In evaluating tenders, 60% of the score will be based upon the proposed price and 40% on assessment and quality of the Service Providers completed Method Statement.

The Service Provider shall complete the pricing document in the following manner:

* The Service Provider shall price each element against the operational requirements given in Section 2 Service Specification, which sets out the service requirements, including cleaning services.
* The Service Provider will calculate the price per element and/or table for delivery of the required services.
* The price for each element shall be transposed to the relevant part of the pricing schedules below.

No claim made by the Service Provider will be allowed on the grounds of deficiency of knowledge.

No price variations will be permitted as a result of a Service Provider not undertaking the amount of works that they had expected.

All prices will be exclusive of VAT with VAT being added at the appropriate rate when required.

Missing prices or those that have been omitted in error cannot be provided following the closing date and time as this would be unfair to all other Service Providers participating in the process. In these circumstances the Service Provider would be asked to confirm if their submitted price was sustainable or they would be excluded from participating further in the process due to not providing a completed submission.

Please note that the notional volumes of work (average jobs by workstream) from the past 12 months are:

*Table 3*.

|  |  |  |
| --- | --- | --- |
| **Workstream** | **BASS Property** | **Nacro Property** |
|  | | |
| Carpentry General | Detailed Breakdown Data Not Available | 929 |
| Doors & Windows | 732 |
| Glazing | 149 |
| Electrical | 699 |
| Gas – Heating & Plumbing | 236 |
| General Plumbing | 409 |
| Drainage | 13 |
| Masonry & Plastering | 26 |
| External Works | 34 |
| Roofing Flat & Pitched | 12 |
| Pre-Painting & Decorating | 305 |
| Other & Multiple Repairs | 1599 |
| **Total** | **2197** | **5143** |

Please note that the notional volumes of work (average jobs per month by urgency) from the past 12 months are:

*Table 4.*

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **BASS Property Maintenance** | | | | | **Nacro Property Maintenance** | | | | |
| *Month* | *Emergency* | *Urgent* | *Routine* | *Out of Hours* | *Total* | *Emergency* | *Urgent* | *Routine* | *Out of Hours* | *Total* |
| Jan 18 | 29 | 0 | 215 | 11 | **255** | 82 | 186 | 135 | 93 | **469** |
| Dec 17 | 25 | 0 | 161 | 6 | **192** | 85 | 181 | 222 | 56 | **544** |
| Nov 17 | 22 | 0 | 203 | 4 | **229** | 91 | 148 | 246 | 58 | **543** |
| Oct 17 | 20 | 0 | 123 | 10 | **153** | 85 | 142 | 289 | 63 | **579** |
| Sep 17 | 10 | 0 | 150 | 15 | **175** | 54 | 162 | 258 | 78 | **552** |
| Aug 17 | 19 | 1 | 138 | 8 | **166** | 75 | 147 | 233 | 87 | **542** |
| Jul 17 | 9 | 1 | 109 | 5 | **124** | 70 | 113 | 164 | 113 | **460** |
| Jun 17 | 10 | 6 | 156 | 9 | **181** | 113 | 155 | 174 | 96 | **538** |
| May 17 | 16 | 12 | 130 | 9 | **157** | 87 | 131 | 17 | 72 | **407** |
| Apr 17 | 16 | 12 | 130 | 9 | **167** | 113 | 150 | 168 | 31 | **462** |
| Mar 17 | 10 | 2 | 135 | 4 | **11** | 115 | 145 | 125 | 52 | **437** |
| Feb 17 | 10 | 2 | 135 | 4 | **151** | 122 | 159 | 101 | 28 | **407** |
| **Total** | **196** | **36** | **1785** | **94** | **1961** | **1092** | **1819** | **2232** | **827** | **5970** |

This is NOT a guaranteed volume of work for the contract but will be used for evaluation purposes.

Out of Hours numbers have been shown to give an indication if required and requested by Nacro staff or a third-party call out of hours call center.

Anticipated void numbers based on last 12months by ‘Lot’ areas are as follows:

*Table 5.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot** | **Region** | **BASS** *\*1* | **Nacro** |
| 1 | North East | *96* | 150 |
| 2 | North West | *426* | 200 |
| 3 | Yorkshire | *462* | 221 |
| 4 | East Midlands | *252* | 231 |
| 5 | West Midlands | *396* | 129 |
| 6 | East England | *246* | 758 |
| 7 | South East | *84* | 0 |
| 8 | Southern | *432* | 0 |
| 9 | South West | *156* | 0 |
| 10 | Greater London | *378* | 69 |
| 11 | North Wales | *42* | 25 |
| 12 | South Wales | *156* | 0 |
|  | **Total Bedspace/Unit Void Activity** | ***3,129*** | **1,783** |

*Note \*1*; The void activity numbers within the BASS column are assumed as previous historic void information is not fully available. Therefore, due to the nature of the BASS contract being of a high turnover of void activity, as the properties are rented to service users on an 8-12-week basis, Nacro have based the numbers on an average of 6 voids per year per Bedspace. On occasions some of the shared areas; kitchens and bathrooms will be included, but numbers are not known. Therefore, the number of total void activities is indicative and not guaranteed. **It is likely that a majority of the void activity works will be cleaning and minor repairs.** Any major and long-term maintenance works will require joint approval from Nacro and the Landlord.

Voids will be on a ‘Call Off’ basis; as either individual workstreams (jobs) or by multiple workstreams/jobs, with the cleaning and clearance element to be priced to satisfactorily meet the ‘Void Cleaning Specification’ within Section 2.18 of this tender pack.

**All void works will be required to be turned around within 7 calendar days.**

**Where applicable all voids to include a visual compliance safety check, in particular; Electrics and Gas supplies and appliances.**

**Pricing Matrixes**

All calls are subject to a call out fee plus a first hour minimum time charge. It is assumed that this will cover all travel costs.

Time on site after the first hour will be charged at 30-minute intervals of time.

Materials will be charged at cost plus % mark up. The Contract(s) will be on an ‘Open Book’ basis and as such, the criteria within Section 2.5 needs to be met.

**Pricing Matrix Tables: -**

*Table 6.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Day to Day**  **Service Requirements**  **7:30am to 5:30pm** | **Attend Site Fee**  **(if applicable)** | **1st Hour on Site** | **Subsequent 30 mins on Site** |
|  | | | |
| Carpenter / Joiner |  |  |  |
| Specialist Carpenter Doors/Windows |  |  |  |
| Locksmith |  |  |  |
| Glazier |  |  |  |
| Electrical Engineer |  |  |  |
| Gas Engineer Heating |  |  |  |
| Plumber |  |  |  |
| Drainage |  |  |  |
| Mason / Plasterer |  |  |  |
| Roofer |  |  |  |
| Painter Decorator |  |  |  |
| Cleaner, Remover / Porter |  |  |  |
| % Mark up for Materials | **%** | | |
| Legitimate Agreed; Non-Access / Abortive Call, Fee (If Applicable) | | |  |

*Table 7.*

|  |  |  |  |
| --- | --- | --- | --- |
| **Out of Hours**  **Service Requirements**  **5:31pm to 7:29am** | **Call out Fee** | **1st Hour on Site** | **Subsequent 30 mins on Site** |
|  | | | |
| Carpenter / Joiner |  |  |  |
| Specialist Carpenter Doors/Windows |  |  |  |
| Locksmith |  |  |  |
| Glazier |  |  |  |
| Electrical Engineer |  |  |  |
| Gas Engineer Heating |  |  |  |
| Plumber |  |  |  |
| Drainage |  |  |  |
| Mason / Plasterer |  |  |  |
| Roofer |  |  |  |
| Painter Decorator |  |  |  |
| Cleaner, Remover / Porter |  |  |  |
| Stand-By Fee per week per Trade Professional (If Applicable) | | |  |

Property numbers may fluctuate as leases are confirmed and/or renewed. Nacro’s ambition is to gradually increase property numbers and its business streams. As this occurs successful service providers will be advised.

**Pricing Lots**

The bidder is required to indicate which lots they are tendering for and state any variance in their price due to Regional differences in labour and material rates.

*Table 8.*

|  |  |  |
| --- | --- | --- |
| **Regional Lots** | **Please indicate Lots being bid for** | **Variance to Prices given in Table 6** |
| Lot 1, North East | \* Y / N | \* Plus / Minus % |
| Lot 2, North West | \* Y / N | \* Plus / Minus % |
| Lot 3, Yorkshire | \* Y / N | \* Plus / Minus % |
| Lot 4, East Midlands | \* Y / N | \* Plus / Minus % |
| Lot 5, West Midlands | \* Y / N | \* Plus / Minus % |
| Lot 6, East England | \* Y / N | \* Plus / Minus % |
| Lot 7, South East | \* Y / N | \* Plus / Minus % |
| Lot 8, Southern | \* Y / N | \* Plus / Minus % |
| Lot 9, South West | \* Y / N | \* Plus / Minus % |
| Lot 10, Greater London | \* Y / N | \* Plus / Minus % |
| Lot 11, North Wales | \* Y / N | \* Plus / Minus % |
| Lot 12, South Wales | \* Y / N | \* Plus / Minus % |
| **All Lots** | \* Y / N | \* Plus / Minus % |

*\* Please delete as appropriate*

*Table 9.*

|  |  |  |
| --- | --- | --- |
| **Regional Lots** | **Please indicate Lots being bid for** | **Variance to Prices given in Table 7** |
| Lot 1, North East | \* Y / N | \* Plus / Minus % |
| Lot 2, North West | \* Y / N | \* Plus / Minus % |
| Lot 3, Yorkshire | \* Y / N | \* Plus / Minus % |
| Lot 4, East Midlands | \* Y / N | \* Plus / Minus % |
| Lot 5, West Midlands | \* Y / N | \* Plus / Minus % |
| Lot 6, East England | \* Y / N | \* Plus / Minus % |
| Lot 7, South East | \* Y / N | \* Plus / Minus % |
| Lot 8, Southern | \* Y / N | \* Plus / Minus % |
| Lot 9, South West | \* Y / N | \* Plus / Minus % |
| Lot 10, Greater London | \* Y / N | \* Plus / Minus % |
| Lot 11, North Wales | \* Y / N | \* Plus / Minus % |
| Lot 12, South Wales | \* Y / N | \* Plus / Minus % |
| **All Lots** | \* Y / N | \* Plus / Minus % |

*\*Please delete as appropriate*

**Additional Bidder Comments** (if any)**:**

Signed: Date:

Name (in capital letters):

Position in the company:

Telephone number:

Email address:

**Section 6.**



**NACRO**

**Form Of tender**

I (or We) the undersigned do hereby offer and undertake on the acceptance of this Tender (either wholly or in part) by Nacro. to supply and deliver the services described in the service specification hereto annexed at the price specified in either or both the Pricing Matrix and/or the Schedule of Rates hereto annexed.

Unless and until a separate formal agreement is prepared and executed this tender if accepted together with the said service specification and Schedules of Rates, together with your written acceptance thereof shall constitute a binding Contract between us.

Dated this …………………………… day of…………………20

\*Signed by…………………………… Print Name..…………………………………

(Give Full Names)

Status of Signatory………………………………………………………

Name or Title of Company………………………………………………

Postal Address or

Registered Office …………………………………………………………………

…………………………………………………………………

…………………………………………………………………

…………………………………………………………………

Telephone ……………………………………………………

\*To be signed in full by the person tendering or, in the case of a firm or company, by a partner or authorised representative thereof respectively in his/her own name and on behalf of such firm or company.

Tenderers will be notified in due course as to the acceptance or otherwise of their tenders.

**Section 7.**



**NACRO**

**COLLUSIVE TENDERING CERTIFICATE**

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts: -

(a) Communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;

(b) Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;

(c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this Certificate, the word "person" includes any person and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

SIGNED

ON BEHALF OF

DATE

## Appendix A

****

**CONDITIONS OF ENGAGEMENT AND SAFEGUARDING AND CODE OF CONDUCT FOR CONTRACTORS**

**General**

The contractor shall supply all necessary plant, scaffolding, staging, temporary coverings, dustsheets, tarpaulins, tools, equipment, transport, labour and materials for the proper execution of the work.

The contractor will hold Nacro indemnified against all claims for loss of fixtures, fittings, furniture or contents etc., in the case of fire or accident, employer’s liability and third party claims from the execution of work at his or her own expense.

The contractor shall allow for all materials to comply with current British Standards (BS) and for quality of work to comply with current British Standard codes of Practice (BSCP) wherever they are applicable. Where neither BS nor BSCP are applicable, both materials and work shall be of the best quality, and in accordance with good practice.

Where manufactured items are used, they shall be installed strictly in accordance with the manufacturer’s instructions.

The contractor shall do everything necessary to execute the work whether specifically mentioned on the order or not.

Without prejudice to other claims, the contractor will be expressly responsible for defects in either quality of work or material supplied, and or fixed for a period of six calendar months after the completion date. He or she will be required to make good any defects or faults which may appear with that period, whether due to defective work or materials, carelessness or causes arising there from, including any damage to adjoining property, at his or her own cost.

## Working Hours

Generally work to properties shall be carried out between 9am and 5pm, from Monday to Friday, except in case of emergency, or by prior agreement with Nacro.

## Access to residential properties

## Access is usually by key for repairs to communal areas at residential properties. When keys have been issued to the contractor, they must be returned to the issuing office at the end of the day, unless a prior arrangement has been made Contractors must always knock before entering when a key has been issued, and contractors should always respect the resident’s privacy and belongings.

## When repairs have been arranged, the contractor shall collect the key, and carry out the repairs on the day arranged. Residents are given advanced warning of contractor visits, except in the case of emergency repairs. The contractor is responsible for the security of the premises, and doors must be locked for however short a time. All reasonable care must be taken to ensure no unauthorised entry is gained to Nacro premises. Please note that keys will not be issued for access to a resident’s flat or bedroom. Access to these areas must be arranged through Nacro staff.

## Protecting Property and Occupants

The contractor shall provide all necessary, properly erected protection and screening for the protection of the property, fixtures and fittings, including tenant’s possessions, and the adjoining property, at all times.

Work must be carried out with the minimum inconvenience to staff, service users and adjoining property occupiers. All fittings that are temporarily moved should be restored to their original condition. The contractor must remove all rubbish arising from repairs on the site. Ladders, or any other means of access, must not be left where they will afford facilities for burglary, house breaking or trespassing. Materials or plant must not be left causing obstruction to fire exits or passageways through the property. Any materials, tools or plant will be secured to prevent danger to occupants, visitors or neighbours.

When carrying out work, the contractor shall not use any substance, which may be hazardous to health. Prior written authorisation is required from Nacro for the use of any such substance. Occupants should be given full details of any precautions that should be taken.

**Trainees and apprentices**

The contractor must supervise any trainees or apprentices at all times whilst on Nacro premises

## Repair orders

All instructions to the contractor will be given in writing on an official repair order issued by the Nacro Helpdesk. No other orders should be accepted except for out of office hour emergency repairs raised by a Nacro duty manager.

## Quotation

The contractor must inform Nacro if the cost of a repair will exceed a quote, previously given. Written confirmation will be given on the official order form.

## Invoices

All invoices must show the contractor’s official office address, telephone number, business header, Nacro repair order number, property address, a description of the repair and a completion date.

A separate invoice must accompany each order. VAT should be listed separately for materials and labour, if applicable. Each invoice should state gross total including VAT. Contractors must regularly check with HM Revenue and Customs regulations to see whether they have to register for VAT. If the contractor should have registered for VAT but fails to do so for whatever reason, the contractor will be fully and solely liable for any back payments to HMRC.

Under no circumstances should an invoice be submitted to Nacro prior to work being carried out. Nacro will not pay up front deposits for any works.

If the contractor does not receive a repair order, they must inform Nacro’s local manager or the Maintenance Helpdesk. Any invoice submitted without the Nacro order number, will be subject to delay in passing for payment. Therefore, it is in the contractor’s best interest to ensure that an order number is given at the time of booking.

## Payment of Accounts

Payment will only be made for goods supplied or work completed and invoiced in accordance with all points noted above. Interim payments will not be made unless specifically agreed in writing before the work commences.

Nacro will pay all undisputed accounts within 31 days. If there is any query regarding either work covered or the invoice value, Nacro will inform the contractor at the earliest possible date, and payment will be withheld until the query is resolved.

Payment to contractors will be made by BACS.

Any payment offered other than the above must be viewed as an unauthorised payment and must be reported to Nacro’s Area Manager.

## Protection and Confidentiality of Contractors

In the interests of all concerned, any contractor encountering a difficult or potentially violent situation must leave the site immediately, and report the matter to Nacro staff as soon as possible.

Any complaint arising from a dispute, in any form, between a service user and a contractor must be referred to the local Nacro manager concerned or to the Maintenance Helpdesk.

Nacro undertakes not to discuss the affairs of the contractor with other contractors. Within the confines of the law, Nacro will not disclose to other parties the content of any invoice relating to rates or charges, without the specific agreement of the contractor.

No recommendation or comment upon the performance, standards or conduct of a contractor will be made outside the confines of Nacro, without the prior agreement of the contractor. Contractors are entitled to be treated politely and with respect by all Nacro staff and service users. Racist or sexist behaviour towards contractors will not be tolerated.

## Protection and Confidentiality of Nacro service users

Particular note should be taken to instruct contractor’s operatives not to involve themselves in discussion with service users or others (particularly visitors and/ or neighbours) of matters which may contravene reasonable requirements of confidentiality concerning Nacro’s business, and should be diplomatically redirected to the appropriate staff.

Abandoned belongings should only be removed by contractors when given written instruction from Nacro staff.

Over and above the general requirements of standards of performance and conduct required, due note should be taken that no deviation from these norms will be acceptable, regardless of the standards of living, housekeeping or behaviour of service users.

## Safeguarding and Code of Conduct

Contractors are required to abide by Nacro’s Safeguarding and Code of Conduct for Contractors (see below). Failure to do so will result in the removal of approved contractor status.

# SAFEGUARDING & CODE OF CONDUCT FOR CONTRACTORS

When carrying out repairs and maintenance work on Nacro premises, contractors, their employees and sub-contractors are expected at all times to adhere to the following code of conduct: You **MUST** ensure the safety of our service users by ensuring that all personnel working on Nacro sites comply fully with the code of conduct below. It is the responsibility of all adults to safeguard and promote the welfare of children and vulnerable adults. The contractor is asked to ensure that any person directly employed by them or through a subcontractor agrees to comply with the following:

## DO

* arrive on time for appointments. If there are likely be difficulties, inform our staff straight away
* give at least 24 hours notice before carrying out a repair unless it is an emergency repair
* carry a suitable identification badge or wear a uniform with company logo
* gain permission to enter a resident’s room either from the resident him/ herself or from a member of our staff
* be polite and courteous to Nacro staff, service users and visitors
* respect the privacy of our service users and their right to confidentiality
* carry out any repairs or maintenance work with due care and diligence
* work & be seen to work in an open and transparent way
* stay within the agreed work area and access routes
* respect a resident’s home and protect plants, trees and flowers when using plant and access equipment
* use dust sheets to protect furniture and fittings
* clean or tidy up the work area or surface after a repair has been completed and promptly remove rubbish from site on completion of work
* inform a member of our staff if you have any concerns about an individual service user or believe them to be in any danger

## DO NOT

* make any racist, sexist, homophobic or other offensive remarks or comments
* swear or use offensive language
* make comments about a resident’s home
* dress inappropriately, i.e. dress in a way that: is likely to be viewed as offensive, revealing or sexually provocative or will distract, cause embarrassment or give rise to misunderstanding
* display any political or contentious slogans considered to be discriminatory and is culturally sensitive
* inform others where an individual resident lives or the possessions he/ she owns
* give out personal information or contact details about yourself or contact via social network sites
* accept gifts, monetary or otherwise, from staff or service users or sell them goods
* play radios loudly or create excessive noise and consider using equipment with headphones but ensure any health and safety implications are considered fully
* eat on the premises or use residents’ milk, sugar, tea, coffee etc. without their permission
* use residents’ toilet and washing facilities without their permission or enter an area of the resident’s home that has no connection to the repairs being carried out
* wear dirty shoes in properties either remove shoes or wear slip over protection

## REMEMBER: Your actions, however well intended could be misinterpreted. Be mindful of the need to avoid placing yourself in vulnerable situations

I agree to abide by Nacro’s Terms of Engagement and Safeguarding and Code of Conduct.

Signature

Name

Company

Date

**Appendix B**

****

**Nacro Equality and Diversity Policy**

1. **Introduction**

This Policy does not account for service users. The relevant documents in the operational service areas will need to be referenced in the case of service users. This Policy is also encompassing volunteers where appropriate. Managers are asked to apply a practical approach to using the document in the context of volunteers.

* 1. **Scope, purpose and integration with the organisation**
  2. This Policy applies to:
* All staff and sessional workers;
* Potential staff and sessional workers (e.g. who are in the recruitment process).
* All staff that TUPE into the organisation;
* Where relevant, to Trustees.
  1. The purpose of the Policy is to ensure the following.
* Equality of opportunity is embedded in all policies, practices, decision- making and evaluation processes.
* We create a visibly diverse environment which values difference and raises aspiration
* We offer flexible opportunities that balance personal and organisational business needs.
* Staff are all clear about standards and strategies to meet diverse learner needs and are equipped to respond effectively
* There are effective and accessible procedures for challenging discrimination, harassment and unacceptable behaviour
* There is rigorous and transparent monitoring of staff performance and experience to identify and act on equality issues
* There are comprehensive feedback systems to capture staff views and perceptions of our approach to equality and diversity and systems.
  1. This Policy has received contributions from all areas of the business. It is integrated and embedded in the organisation for example through:
* HR&OD management reporting to the Executive Leadership Team, relevant committees and Council;
* Staff appraisals;
* The Disciplinary Procedure.

Specific HR Policies are also in place to ensure equality, diversity and inclusion is part of the very core of activity. Examples include:

* Flexible Working Policy;
* Reasonable Adjustments Guidance;
* Guide to Nacro’s Recruitment and Selection Procedure;
* Dignity at Work Policy.

Please note this list is not exhaustive.

* 1. **Discrimination – overview and context**
  2. Protected characteristics

It is against the law to discriminate against anyone because of:

* Age;
* Being or becoming a transsexual person;
* Being married or in a civil partnership;
* Being pregnant or having a child;
* Disability;
* Race including colour, nationality, ethnic or national origin;
* Religion, belief or lack of religion/belief;
* Sex;
* Sexual orientation.

These are called “protected characteristics” and you are protected from discrimination on these grounds at work.

You are legally protected from discrimination by the Equality Act 2010. You’re also protected from discrimination if:

* You’re associated with someone who has a protected characteristic, e.g. a family member or friend;
* You’ve complained.
  1. Forms of discrimination

Discrimination can come in one of the following forms.

* Direct discrimination - treating someone with a protected characteristic less favourably than others
* Indirect discrimination - putting rules or arrangements in place that apply to everyone, but that put someone with a protected characteristic at an unfair disadvantage
* Harassment - unwanted behaviour linked to a protected characteristic that violates someone’s dignity or creates an offensive environment for them
* Victimisation - treating someone unfairly because they’ve complained about discrimination or harassment
  1. Discrimination at work

Nacro will not tolerate any form of discrimination against staff or sessional workers on grounds of protected characteristics. This could be done by, for

example:

* Introducing measures that discriminate between workers, e.g. a benefit for married employees that’s not available for people in a civil partnership.
* Selecting someone for redundancy because they have a protected characteristic;
* Failing to make reasonable adjustments for a disabled worker;
* Dismissing someone for making an allegation of discrimination;
* Dismissing someone because they are a union member;
* Unfairly rejecting a request for flexible working from a new parent.

Disciplinary action will be taken when discrimination has been found on grounds of protected characteristics.

* 1. **Eliminating Discrimination, advancing equality of opportunity and fostering good relations.**

A commitment to this Policy is required of all Nacro staff, sessional workers and Trustees whilst involved with and conducting the work and business of Nacro. This is also applicable when attending work-related activities.

* 1. Responsibilities for all staff, Trustees and sessional workers.

We must ensure they understand their responsibilities under the Equality Act 2010; these are integral to Nacro as an organisation. To this end, equality and inclusion training is mandatory (see section 5.0 for more details)

All staff, Trustees and sessional workers share the responsibility to create an environment where we can make measurable progress on equality and diversity and where we genuinely respect people’s differences, for example using plain English and gender neutral language in communications as well as how we go about daily activities and develop future business.

Harassment, bullying, discrimination, victimisation and any other hate related behaviour is not acceptable under any circumstances. Every employee, Trustee and sessional worker has a responsibility to ensure that they do not incite, perpetrate or condone any such form of behaviour within the place of work or work related social function.

All staff should ensure that all incidents of discrimination, harassment, victimisation and bullying are tackled and or reported where appropriate and support those who either lodge a complaint or are victim of such incidents.

We must raise our personal and corporate awareness enabling us to recognise the benefits of diversity and the differing needs that make up the mosaic of our diverse workforce and be able to adjust management styles, functions and policies accordingly.

* 1. Communication

Discrimination may arise and be reinforced by our use of language, which may not be neutral and value-free. Words and phrases can be associated with apparently negative attitudes and may unwittingly give offence to people including members of groups that are subject to prejudice, harassment or discrimination.

Everyone is expected to ensure that their written, spoken and electronically transmitted or published material does not contain language that may knowingly cause offence to others. Rather than be prescriptive about use of language, staff and sessional workers are asked to exercise good judgement and be aware of common, inappropriate or offensive references in relation to the protected characteristics.

* 1. Additional managerial responsibilities

All managers are responsible for ensuring that all their staff are aware of the behaviour expected of them and that unacceptable behaviour is challenged with remedial action taken. A summary of some of the additional managerial responsibilities is provided below – NB this is not exhaustive.

* Demonstrate sensitivity in responding to the unique personal, cultural and religious needs of employees and sessional workers as part of their day-to-day management responsibilities.
* Ensure the effective implementation of this Policy through their areas of responsibility.
* As part of all policy reviews, where there is an impact upon people, policy owners ensure they have considered the specific impacts upon all relevant groups.
* Where there is actual difference in outcomes; appropriate assessment of impact upon affected groups takes place and policies/practices or functions are amended accordingly.
* Managers should have a planned programme of equality work in response to identified issues in their areas of responsibility and be accountable for progress through usual business accountability/reporting mechanisms.

**5.0 Learning and organisational development**

Equality and inclusion training is mandatory. In line with all learning and organisational development activity, the training will be reviewed regularly to ensure it is fit for purpose and meets legislative requirements.

**6.0 Reporting discrimination**

Reporting discrimination runs concurrently with the formal process outlined in the Grievance Procedure. The reporting process is designed to resolve the issue raised, with the aim being to provide means by which individual reports of alleged discrimination can be settled as quickly and as close to the point of origin as possible. For further details on the reporting process please see the Grievance Procedure.

**7.0 Records**

Confidential records of formal allegations of discrimination will be kept and managed in accordance with Data Protection legislation. Copies of meeting notes will be provided at the request of the employee, although Nacro reserves the right to withhold certain information (e.g. to protect a witness and to comply with data protection legislation).

**8.0 Accessibility and reasonable adjustments**

If any aspect of this Policy causes you difficulty on account of a disability, or if you need assistance as English is your additional language, you should raise this issue with HR, who will make appropriate arrangements.

**9.0 Monitoring**

To review and gauge the effectiveness of this Policy, and the broader practice of a sound equality and diversity approach, Nacro adopts techniques including:

* Centrally recording data from the equal opportunities monitoring form, as part of the recruitment and on-boarding process;
* To corporately report and monitor workforce data, including the composition of the workforce and leaver information;
* Ensuring all organisational restructure processes report on protected characteristics as part of the consultation process;
* Work with and through One Equality, Nacro's equality and diversity staff network, in areas such as policy review and development;
* Ensure interrelated procedures are reviewed in line with agreed review frequencies.