

Mr C Watson

(0191) 525 6023

CW/NM

colin.watson@gentoogroup.com

January 2016

|  |  |
| --- | --- |
|  | (0191) 525 5000 |

Dear Sirs,

**Provision of a gardening, handyman and house clearance/cleaning service for an 18 month period to commence on the 1 April 2016.**

Your application to tender for the above work has been accepted.

The Group will be using the following company for the provision of an E-Procurement tendering solution:- BIP Solutions

Park House

300 Glasgow Road

Shawfield

Glasgow

G73 1SQ

Tel – 0845 2707050

Your tender **MUST** be submitted online only at www.delta-esourcing.com.

If any assistance is required there is an online help facility. In addition BIP operates a helpdesk – (0845 2707050) manned by staff who all have an understanding of the procurement process as well as in depth knowledge of the Delta services.

The closing date for tender submissions is no later than 4.00pm 15 February 2016. All relevant supporting documentation **MUST** also be included in this online submission. Any queries please contact the BIP helpdesk.

If you need any further details regarding this tender you can send a message to myself via the messaging facility in the tenderbox. By doing this, any clarifications raised will be recorded in the online audit trail.

Tenders will be awarded with regard to the Gentoo Group achieving best value for the supply of the product / service taking into account your responses to the sections identified within the tender award evaluation. You may be asked to attend a post tender interview and enter into post tender clarification discussions.

The person to contact in the event of any further information being required in the first instance is Colin Watson Telephone 0191 5256023 or e-mail colin.watson@gentoogroup.com.

Yours faithfully

Colin Watson

Principal Procurement Officer

GENTOO GROUP

**Provision of a gardening, handyman and house clearance/cleaning service for an 18 month period to commence on the 1 April 2016.**

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Return No Later Than **4.00pm 15 February 2016** on line to www.delta-esourcing.com.

**GENTOO GROUP**

**Provision of a gardening, handyman and house clearance/cleaning service for an 18 month period to commence on the 1 April 2016.**

# 1. CERTIFICATE OF BONA FIDES

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) Communicating to a person other than the person calling for those tenders that 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;

1. Entering 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;
2. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having 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 persons and anybody or association, corporation or incorporate; and “any agreement or arrangement” includes any such transaction, formal or informal and whether legally binding or not.

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­

in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorised to sign tenders and give such certificate for and on behalf of (in BLOCK

CAPITALS) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GENTOO GROUP**

**Provision of a gardening, handyman and house clearance/cleaning service for an 18 month period to commence on the 1 April 2016.**

**2. CONFIRMATION OF DETAILS:**

## TO: GENTOO GROUP

Having examined the following:

1. Certificate of Bona Fides
2. Confirmation of Details
3. Information memorandum
4. Preamble and Instructions for Tendering
5. Services to be provided within this Tender
6. Tender Award Evaluation
7. Method of Working Statement
8. Locations
9. Agreement
10. Form No. 1 Insurance Details

11. Conditions of Contract

12. Questionnaire

13. Vision, Mission and Values

14. Equality and Diversity Commitment

15. Safeguarding

16. Code of Conduct

17. TUPE

I/WE undertake to make such supply/service in conformity with the above documentation at the prices entered in the Tender Documents.

This Tender, together with the Gentoo Group’s written acceptance thereof, shall constitute a binding contract between us.

It is understood that the Gentoo Group is not bound to accept the lowest or any Tender.

I/WE have not communicated the contents of this Tender to any person or firm in accordance with any agreement or arrangement to do so, nor have I/WE fixed or adjusted the same in accordance that I/WE will not do so.

I/WE further agree that the Tender remain open for three months from the closing date for tenders.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| NAME: |  |  | Date: |  |
|  |  |  | On behalf of: |  |
|  |  |  | Address: |  |
|  |  |  |  |  |
|  |  |  |  |  |

# ­­­­­­­­­­­­­­­­­­

# 3. INFORMATION MEMORANDUM

* 1. **Background**

## Background Information

Gentoo aims to make a positive mark on the future by investing in people, the planet and in property. The Group consists of a number of divisions who work collectively as one business to ensure maximum efficiency and value, enabling customers to achieve more.

It creates bespoke products and services that meet customer and community aspirations and that are sustainable in to the future. As the organisation’s experience, awareness and knowledge grows, it is keen to work with other like-minded organisations to build on successes to date.

Gentoo believes it is important to challenge the norms and try new ways of doing things and by sometimes just being daring and giving things a go. By applying innovation and creativity, it aspires to have a tangible, positive effect on the way people and communities live, develop and improve.

In moving towards its ambitious vision of improving the art of living beyond imagination, the primary objective of the Group is to generate opportunities for people to improve their lives.

Please visit us at www.gentoogroup.com for an overview of the Group.

**GENTOO GROUP**

**Provision of a gardening, handyman and house clearance/cleaning service for an 18 month period to commence on the 1 April 2016.**

# 4. PREAMBLE AND INSTRUCTIONS FOR TENDERING

1. The Gentoo Group is inviting tenders from suitable suppliers for the provision of the above.

2. The Contract will be let following appropriate board approval.

3. Each Tenderer shall be required to complete a Schedule of Rates in the Pricing Schedule attached to the Tender Documents along with all other relevant information.

4. The Tender Documents, together with Gentoo Group’s written acceptance, will form a binding agreement between the Gentoo Group and the successful Tenderers

5. The Gentoo Group is not bound to accept the lowest, or any Tender. The Gentoo Group may consider the award of several and separate contracts for different elements of the goods/services arising once tenders have been returned.

6. Tenderers are advised that they should not assume acceptance of their Tender will guarantee request for supply of goods/services.

7. For the purpose of these tender conditions words importing the masculine gender include the feminine gender and vice versa, words in the singular include the plural and vice versa, and words importing individuals shall be treated as importing corporations and vice versa.

8. Should a person proposing to submit a Tender be in doubt as to the interpretation of any part of the Tender Documents, the Gentoo Group Procurement Manager or his nominated Officer will endeavour to answer written questions prior to tenders being submitted.

9. Every Tender received by Gentoo Group shall be deemed to have been made subject to the terms and conditions of the Tender Documents unless the Gentoo Group shall previously have expressly agreed in writing to the contrary. Any alternative Terms or Conditions (which must be submitted on a separate form) offered on behalf of the Tenderer shall, if inconsistent with the terms and conditions of the Tender Documents, be deemed to have been rejected by the Gentoo Group unless expressly accepted in writing.

10. No servant or agent of the Gentoo Group has authority to vary or waive any part of the Tender Documents other than the Supervising Officer nominated by the Gentoo Group who shall do so in writing.

11. All information supplied by the Gentoo Group in connection with the invitation to Tender shall be regarded as confidential by the Tenderer.

12. The Tender Documents are and shall remain the property of the Gentoo Group and shall be returned upon demand.

13. If the supplier wishes to submit a tender, then the Tender should be made on the Form of Tender incorporated herein.

14. All documents requiring nomination of a specific authorised person must be named:-

* 1. Where the Tenderer is an individual, by that individual
  2. Where the Tenderer is a partnership, by two duly authorised partners
  3. Where the Tenderer is a Company, such persons being duly authorised for that purpose.

15. The Schedule of Rates must be fully completed. (See Clause 18)

16. The Gentoo Group will not consider requests for extension of the closing date and time specified in this document.

17. The Tenderer is expected to keep his tender valid for acceptance for a period of four months from the closing date.

18. Each item on the Schedule should be priced. If a Tenderer cannot provide a particular item, “nil” should be written in the appropriate column against the item.

19. The Tenderer should include all delivery costs. The majority of the Group’s work will be within the boundaries of the City of Sunderland, but this may expand beyond the North East region. No extra charges will be levied for delivery.

20. The rates quoted by the Tenderer shall be “all in rates” including:-

a) Insurances, including insurance against the Contractor liability as the Contractor’s proportion of National Insurance contributions for the personnel supplied and cover against third party risk and third party working risk.

b) The “all in rate” for craneage MUST include all slings, ropes, lifting beams or chains required, where applicable.

c) Vehicle Licences and also Goods Carriers Licences, where applicable.

* 1. Travelling to and from any site.

21. The Gentoo Group employees generally work a five day week.

The following bank holidays are recognised as holiday for the Gentoo Group employees:-

Christmas Day Easter Monday

Boxing Day May Day

New Year’s Day Spring Bank Holiday Monday

Good Friday Late Summer Bank Holiday Monday

In addition, periods of annual holiday are taken in conjunction with the Spring Bank and Christmas holidays, and during July and August.

22. The Gentoo Group will incur no costs for the preparation of the response to this Contract Documentation.

23. In addition to any more specific obligation imposed by the terms of the Contract, Tenderers must satisfy the Gentoo Group of their ability to provide the supplies and services set out in the draft contract, and in that regard they may be required to attend interviews and to furnish further information to the Gentoo Group.

24. The Health and Safety Policy of the Gentoo Group may be inspected during normal office hours by arrangement with the Procurement Manager contact 0191 5256022.

25. Waste which arises from services provided to Gentoo Group customers, properties/assets from cleaning/clearing, the producer of the waste responsibility will be accepted by the appointed contractor.  All waste produced from services provided to Gentoo must comply with the [Waste (England and Wales) Regulations 2011](http://www.legislation.gov.uk/uksi/2011/988/made) and [Environmental Protection Act 1990](http://www.opsi.gov.uk/ACTS/acts1990/ukpga_19900043_en_1) requirements , as follows:-

* Waste is correctly identified (hazardous / non-hazardous)
* Waste is stored in suitable containers, to contain the waste.
* Waste is only collected by registered waste carriers – **Waste Carriers license to be provided to Gentoo**
* All waste collections are covered by a valid Transfer note or consignment note that includes – Waste description, EWC code, SIC, Confirmation of waste hierarchy application, Producer, Carrier, date, end destination and Hazardous code for hazardous waste.
* Records of transfers of waste are kept for at least two years
* Waste is only taken to an authorised facility that has the necessary Environmental Permit – **Copy of Waste Facility Permit to be provided to Gentoo**
* The producer identified as the service provider not Gentoo on all waste documentation.

1. **SERVICES TO BE PROVIDED WITHIN THIS TENDER**

The services to be provided as part of this contract are a gardening, handyman and house clearance/cleaning service to vulnerable customers of the Group.

The appointed contractor(s) will charge our customers £5.00 for a half days work or part thereof and £10.00 for a full days work or part thereof

A half days work means 3 hours and a full day work means 6 hours.

Any company applying for this contract will need to offer all of the services detailed below.

The specification of works is as follows:-

**Gardening – to be delivered between April-September**

* Grass cutting
* General garden tidy up
* Removal of associated garden debris
* Strimming/weeding of borders and paths
* Hedge trimming

**Gardening – to be delivered between October and March**

* Clearance of leaves
* Clearance of associated garden debris
* Clearance of snow and ice
* Laying down of rock salt
* Removal and disposal of dead foliage

**Handyman – to be delivered between April-March**

* Changing of light bulbs
* Fitting of curtain rails, poles or wires
* Changing door handles, like for like
* Changing washers on leaking taps
* Assembling flat-pack furniture items
* Affixing shelving
* Emulsion of walls and ceilings
* Gloss painting of woodwork

**Hoarding**

* Clearance of properties (not expected to be many properties per year) including the disposal of all associated items following clearance.

**Cleaning**

* Cleaning of properties (not expected to be many properties per year)

Primarily the handyman service is mainly to be used between October and March. We expect a degree of flexibility on the handyman service between April and September during periods of inclement weather.

## 6. TENDER AWARD EVALUATION

The award criteria for the tender will be:-

All tender submissions will be evaluated based on the information provided as required by these instructions. The contract will be awarded on the basis of the most economically advantageous offer to the Group. The main factors which will be utilised in this assessment are :-

Financial 70%

Technical 30%

Technical score to be determined by your responses to the following:-

* Method of Working Statement
* Environmental
* Equality and Diversity
* Safeguarding

Please note the work will only be assigned to a contractor who has successfully registered with the organisation Constructionline and an affiliated company of the Safety Scheme in Procurement (SSIP) by the date of the contract commencement.

Further information is available at:

www.constructionline.co.uk

www.ssip.org.uk

Please confirm if you are registered with both of the above and include copies of certificates.

**7. METHOD OF WORKING STATEMENT**

Tenderers are required to submit a ‘Method of Working Statement’. The statement should detail how the tenderer proposes to address the following as part of their contract management proposals. These method statements will form part of the contract documentation and will be used by the evaluation panel as part of the qualitive assessment.

**Question 1** – What is the minimum and maximum number of referrals you will be able to complete in 12 months. (1 referral = up to 1/2 day’s work). The estimated budget to cover the first 12 months of this contract is £93,000. This figure is purely for guidance purposes only and the Group does not guarantee that this spend level will be achieved.

**Question 2** – Can you please confirm if you can offer all of the services for all 5 locations identified within this tender document. If not, please detail which service/area you are unable to offer as part of your submission.

**Question 3** – How do you ensure that your equipment and working practices are safe.

**Question 4** – Please provide a copy of your referral proforma.

**Question 5** – Please provide examples of any COSHH/risk assessments you have completed for the types of service provision identified within this tender document.

**Question 6** – What measures does your company take to guarantee the quality of materials, equipment and workmanship.

**Question 7** – Please provide details on how you would feedback to Gentoo any issues you may come across when delivering this contract.

**Question 8** – How would you propose to invoice the Group for the payment of this contract.

**Question 9** – How will you measure and report customer satisfaction.

**Question 10** – What are your service response times.

**Question 11** – Please provide samples of the various MI reports you can offer.

**Question 12** – Please confirm that you have read and understood the attached ‘Code of Conduct’ document and you agree to adhere to these guidelines.

**Question 13** – Please provide details of any added value ideas you may have that will help the Group deliver a better service to our customers.

**8. LOCATIONS**

Area 1 - Central Sunderland

Area 2 – Hetton and Houghton

Area 3 – North Sunderland

Area 4 - South Sunderland

Area 5 – Washington

Please tick to confirm which locations you can deliver your services for:-

|  |  |
| --- | --- |
| Area 1 |  |
| Area 2 |  |
| Area 3 |  |
| Area 4 |  |
| Area 5 |  |

Companies can apply for one or more of the above areas.

The Group will appoint contractor/contractors on the basis of achieving best Value for Money taking into account the information included within your tender submission. This may result in a contractor being awarded one or more of the above areas.

**9.** THIS AGREEMENT is made the day of 2016

BETWEEN The GENTOO GROUP of Emperor House, 2 Emperor Way, Sunderland, SR3 3XR (hereinafter called "The Gentoo Group") the one part and

of

(hereinafter called "The Contractor") of the other part

NOW IT IS HEREBY AGREED as follows:-

1. The Supplier is responsible for the supply of goods/services as specified and itemised in the Schedule of goods/services in this documentation to various locations within the City of Sunderland and also possibly within the North East Region, in quantities to be agreed for the various contracts, and at the unit prices agreed within the Schedule of prices of this documentation.
2. The prices of the goods/services will be as the agreed prices within the Schedule of goods/services for the total number goods supplied by the supplier from the date of commencement, and comply with the attached Conditions of Purchase.
3. The Gentoo Group agrees to pay the Supplier for the total number of goods supplied at the prices agreed within the Schedule of Materials, and upon the terms and conditions appended to this agreement.
4. The prices quoted by the Supplier are fixed for a minimum of 12 months (hourly rates) and 4 months for the remaining quoted rates from the date of commencement of this agreement, and will apply to all individual purchase orders placed with the Supplier during that period by The Gentoo Group.

IN WITNESS whereof the Company and the Contractor have caused their respective common seals to be hereunto affixed the day and year first before written.

THE COMMON SEAL of

The GENTOO

Company LIMITED was

hereunto affixed in the

presence of:-

Director

Secretary

THE COMMON SEAL of

THE CONTRACTOR was

hereunto affixed in the

presence of:-

Director

Secretary

**10.**

**FORM NO 1. INSURANCE DETAILS**

THE FOLLOWING INFORMATION SHALL BE COMPLETED BY THE CONTRACTOR

Name and Address of Insurance Company or Companies

In respect of:-

(a) Motor Vehicle Insurance (a) ……………………………..

(b) Public Liability Insurance (b) ……………………………..

(c) Employers Liability (c) ……………………………..

Policy Number(s) in respect of

(a) Motor Vehicle Insurance (a) ……………………………...

(Please confirm type of cover)

(b) Public Liability Insurance (b) ……………………………...

(Minimum level of cover

required £5 million)

(c) Employers Liability (c) ……………………………...

(Please confirm level Goods in

Transit Insurance)

(d) Please confirm if you have Goods in Transit Insurance (Please upload details)

Contractor's Name ……...………………………………

Signature ………………………………………

Status ………………………………………

Address ……………………………………...

………………………………………

………………………………………

………………………………………

Date …………………20…. Tel No ……………………………………..

Fax No …………………………………….

**11. CONDITIONS OF CONTRACT**

ARTICLES OF AGREEMENT

|  |  |
| --- | --- |
| CLAUSE | SUBJECT |
| 1. | Definitions and Interpretation |
| 2. | Form of Contract |
| 3. | Authorised Officer |
| 4. | Modifications |
| 5. | Contractor’s Obligations |
| 6. | Delivery |
| 7. | Assignment and Sub-Contracting |
| 8. | Continuity of Performance |
| 9. | Contractor’s Employees and Supervision |
| 10. | Gentoo Group’s Premises and Facilities |
| 11. | Termination by the Gentoo Group |
| 12. | Rejection of Goods |
| 13. | Waiver |
| 14. | Notices |
| 15. | Indemnity and Insurances |
| 16. | Health and Safety |
| 17. | Agency |
| 18. | British Standards |
| 19. | Observance of Statutory Requirements |
| 20. | Invoices, Delivery Notes and Price |
| 21. | Value Added Tax |
| 22. | Recovery of Sums Due to the Gentoo Group |
| 23. | Royalties and Patent Rights |

|  |  |
| --- | --- |
| 24. | Confidentiality and Information |
| 25. | Evidence in Connection with Legal Proceedings |
| 26. | Severance |
| 27. | Governing Law |
| 28. | Basis of Agreement |
| 29. | Time |
| 30. | Risk and Property |

**1. DEFINITIONS AND INTERPRETATION**

In these Conditions, except where the context otherwise requires, the following expressions shall have the meanings hereby ascribed to them:

* 1. “Authorised Officer” means the Officer as defined in Condition 3.
  2. “Schedule of Rates” where applicable means the price upon which the Contractors Tender was based and incorporates the principles of measurement and the rates and prices set out therein.
  3. “Commencement Date” means the date stated in the Schedule or as otherwise agreed in writing between the parties to be the commencement date for the provision of the Service with these Conditions.
  4. “Conditions” means the standard terms and conditions of Contract set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Gentoo Group and the Supplier.
  5. “Contract” means the Agreement entered into between the Gentoo Group and the Contractor embodying these Conditions, the Specification, the Contractor’s Tender and any other documents listed in the Schedules. For the sale and purchase of the goods and for the supply and acquisition of services.
  6. “Contract Documents” means the documents comprising the Contract.
  7. “Contract Manager” means the representative of the Contractor appointed pursuant to Condition 9.4.
  8. “Contract Period” means the period stated in the Schedule starting on the commencement date.
  9. The “Contract Standard” means such standard as complies in each and every respect with all relevant provisions of the Contract and in all cases to the reasonable satisfaction of the Authorised Officer.
  10. “Location” means any place where the Service or any part thereof is to be performed by the Contractor or to which goods, equipment or materials are to be delivered or stored or where work is to be executed by the Contractor or where documents or records are held or stored by or on behalf of the Contractor in connection with the provisions of the Service together with in respect of property owned or occupied by the Gentoo Group so much of the area surrounding the said place as the Contractor shall with the consent of the Gentoo Group use in connection with the Service or with such delivery, storage or work otherwise than for the sole purpose of access to the said place.
  11. “Schedule” means the Schedule hereto.
  12. “Service” means the whole of the work to be executed including any goods or materials or services to be supplied by the Contractor in accordance with the Contract and involves any modification thereto made pursuant to these conditions.
  13. “Specification” means the description of the Service referred to in the Contract and any modification thereto pursuant to Condition 4 and includes any plans, drawings, data or other information relating to goods and/or services.
  14. Reference to employees of the Contractor shall be deemed to include the Contractors agents and Sub-Contractors unless the Contract otherwise requires.
  15. Reference to time shall be construed during the period of summer time to be British Summer Time and otherwise to be Greenwich Mean Time.
  16. The Contract shall be governed and construed in accordance with English and Welsh Law.
  17. A reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument or the like shall include a reference to any amendment.
  18. Words importing the masculine gender include feminine gender words in the singular include the plural and vice versa and works importing individuals shall be treated as importing corporations and vice versa
  19. Condition headings and notes are for ease of reference only and shall not affect construction of the Contract.
  20. The term “Group” shall mean the Gentoo Group.
  21. “Contractor” shall mean the Firm, Company or person whose Tender is accepted.
  22. “Tender” shall mean the Form of Tender, the Conditions of Tender and any special Conditions and Schedules whatsoever annexed.
  23. “Tender Rates” shall be those written in the Tender Schedule of rates.
  24. “Supply Order” shall mean the Gentoo Group Supply Order to which these Conditions form part.
  25. “Goods” shall mean the Goods described in the Supply Order.
  26. “Services” shall mean the Services (if any) described in the Supply Order.
  27. “Price” shall mean the Price of the Goods and/or Services as set out in the Schedule of Rates.
  28. “Supplier” shall mean the Person so described in the Supply Order.
  29. “Writing” shall include e-mail, Telex, Cable, Facsimile Transmission and Comparable means of Communication.
  30. “Quantities” are stated for guidance only (where applicable).
  31. “Delivery Point” shall mean any place where goods are delivered in the course of the service.

1. **FORM OF CONTRACT**

**2.1 Warranties**

The Contractor in submitting its form of Tender warrants and represents to and undertakes with the Gentoo Group that:-

(a) it has complied in all respects with the Preamble and Instructions for Tendering;

(b) all information representations and other matter of fact communicated (whether in writing or otherwise) to the Gentoo Group by the Contractor or its employees in connection with the Contractor’s form of Tender are true complete and accurate in all respects;

1. it has not submitted a form of Tender or entered into the Contract in reliance upon any representation or statement (whether made orally in writing or otherwise) which may have been made by the Gentoo Group;

(d) it has full power and authority to enter into the Contract and carry out the service;

(e) it is of sound financial standing and has sufficient working capital available to it to carry out the service in accordance with the Contract for the entire duration of the Contract Period;

(f) it will make available to the Gentoo Group copies of its audited accounts within thirty days of the formal adoption of such accounts by the Contractor, and

(g) it has satisfied itself before submitting its Tender as to the accuracy and sufficiency of the rates and prices stated by it in its Tender which shall (except insofar as it is otherwise provided in the Contract) cover all its obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its tender.

**2.2 Documents Mutually Explanatory**

* + 1. Except as otherwise expressly provided the Contract Documents are to be taken as mutually explanatory of one another. Any ambiguities or discrepancies shall be resolved by the Authorised Officer who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions.
    2. Where special conditions vary from General and Standard Conditions of Contract, the former will prevail.
  1. **Variations of Conditions**

Following the formation of a binding Agreement no deletion from, addition to or variation of the Conditions shall be valid or of any effect unless agreed in writing and signed by the parties.

* 1. **Copyright**

Copyright in the Contract documents shall vest in the Gentoo Group but any specification supplied by the Gentoo Group to the Supplier, or specifically produced by the Supplier for the Gentoo Group, in connection with this Agreement together with the copyright, design rights or any other intellectual property rights in the specification, shall be the exclusive property of the Gentoo Group. The Supplier shall not disclose to any third party or use any such specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.

* 1. **Financial Regulations**

The Contract shall as far as applicable be subject to the Financial Regulations of the Gentoo Group current at the date of the Contract, a copy of which may be seen by arrangement with the Authorised Officer.

**3. AUTHORISED OFFICER**

* 1. The Authorised Officer shall be the person named in the Schedule or in default of appointment the Chief Officer of the relevant Department of the Gentoo Group or such representative appointed by the Gentoo Group to act in the name of the Gentoo Group for the purpose of the Contract.
  2. The Gentoo Group shall forthwith give notice in writing to the Contractor of the replacement of the Authorised Officer or if any person ceases to be the Authorised Officer.
  3. From time to time the Authorised Officer may appoint one or more representatives to act for the Authorised Officer generally or for specified purposes or periods. Immediately any such appointment is made, the Authorised Officer shall give written notice thereof to the Contractor.

**4. MODIFICATIONS**

* 1. The Authorised Officer shall be entitled to issue to the Contractor instructions in writing or in cases of emergency orally provided that such instructions shall be confirmed in writing within forty eight hours requiring the Contractor to do all or any of the following:

4.1.1 To omit any part of the Service or to cease to provide any part of the Service at such locations during such times and for such period or periods as the Authorised Officer may determine.

* + 1. To provide the Service or any part thereof in such manner as the Authorised Officer may reasonably require except that a requirement to provide the Service to the Contract Standard shall not be a modification.
    2. To provide such services additional to the Services as the Authorised Officer may reasonably required except that a requirement to provide the Service to the Contract Standard shall not be a modification.
    3. Permanently or temporarily to vary the Service provided at any location.

4.2 For the purpose of Conditions 20, the valuation of modifications made pursuant to Condition 4 shall be ascertained by the Authorised Officer in accordance with the following provisions:

* + 1. Where the modification is of a similar character to and is executed under similar conditions the rates and prices for the work contained in the Schedule of Rates shall determine the valuation.
    2. Where the modification is not of a similar character to or is not executed under similar conditions to the Service the valuation shall be made at fair rates and prices having due regard where applicable to the rates and prices contained in the Schedule of Rates.

**5. CONTRACTOR’S OBLIGATIONS**

* 1. To provide the Gentoo Group with the Service and to maintain the Contract Standard contained in this Agreement and the Schedule hereto and the specification in a proper skilful and workmanlike manner.
  2. The Contractor shall not create any lien, charge or other encumbrance other than as provided for in this Agreement.
  3. The Contractor shall during the Contract period provide the Services (and any modification thereof authorised under these Conditions) in a proper skilful and workmanlike manner, to the Contract Standard and to the entire satisfaction of the Gentoo Group.
  4. The Contractor shall at all time during the Contract period allow such persons as may be nominated from time to time by the Gentoo Group access to all locations or any other premises for the purpose of inspecting, testing and analysis of:

5.4.1 work being performed pursuant to the Contract.

* + 1. records and documents in the possession of the Contractor in connection with the performance of such work.
    2. goods and/or services used or proposed to be used in connection with the performance of the contract for the purpose of ensuring that such goods and/or services meet the requirements of the specification and relevant statutory requirement.
    3. If as a result of inspection, testing or analysis the Gentoo Group is not satisfied that the Goods and/or Services will comply in all respects with the contract and the Gentoo Group so informs the Supplier in writing within seven (7) days of inspection, testing or analysis, the Supplier shall take such steps as are necessary to ensure compliance.
    4. If any such tests, inspection or analysis show that the Goods and/or Services do not comply in all respects with the Agreement, the cost of such tests, inspection or analysis shall be met by the Supplier. The Gentoo Group will be able to set any such costs off against the price in accordance with clause 5.5 of these Conditions.
  1. If the Contractor fails to provide the Service or any part thereof with due diligence or in a proper, skilful or workmanlike manner, or to the Contract Standard and to the entire satisfaction of the Gentoo Group, the Gentoo Group shall have the power to do any one or more of the following:-

(i) require such Services to be re-executed to those standards without any charge or further charge to the Gentoo Group; or

(ii) in respect of such services deduct from any sums due to or become due to the Contractor under the Contract such sum as is fair and reasonable, where applicable calculated at the rates or prices contained in the Schedule of Prices and Rates or at the rates therein

(iii) provide or employ and pay others to provide the Service or any part thereof and all costs, damage and expenses incurred thereby which for the avoidance of doubt shall include the cost of providing and/or hiring replacement plant or equipment may be deducted from sums due to the Contractor by the Gentoo Group.

5.6 The contractor shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivering of the goods and the performance of the service.

The rights of the Gentoo Group under this condition shall be without prejudice to any other right or remedy which the Gentoo Group may possess in respect of such failure.

* + 1. The Supplier warrants to the Gentoo Group that the Goods or Services will be free from defects in design, material and workmanship and will comply with or match any relevant specification or sample.
    2. Liquidated and ascertained damages will be levied at the rate within the Conditions of Contract for the project for which the materials are to be supplied. The rate applicable for the main Contract will form part of the Purchase Order Agreement for the materials to be supplied.
    3. The Contractor shall not in any circumstances use any premises of the Gentoo Group to perform, either on its own behalf, or on behalf of any person other than the Gentoo Group, any work other than provided in the Contract.
    4. The Contractor shall provide the Authorised Officer a copy of each year’s audited accounts within 6 months of the relevant accounting reference date if requested to do so. In the event that the Contractor fails to provide such accounts then, without prejudice to any other rights or remedies available to the Gentoo Group, the Authorised Officer or such persons as he nominates from time to time shall be given access to all and any accounting documents and information in the possession custody or control of the Contractor.

1. **DELIVERY**
   1. The Supplier shall supply the Gentoo Group with such programme of manufacture and delivery as the Gentoo Group may reasonably require. The Supplier shall give the Gentoo Group notice immediately if such programme is or is likely to be delayed and the Gentoo Group shall have the right to require the Supplier to take such steps at the Supplier’s expense as may be required in order to deliver the goods by the date for delivery. A delivery note quoting the number of the supply order must accompany each delivery or consignment and must be displayed prominently. On delivery of the goods the supplier shall obtain a signature confirming receipt.

* 1. The supplier shall at his own expense deliver the goods to the Gentoo Group at the delivery point specified in the Purchase Order and unless otherwise specified in the Purchase Order delivery shall include the off loading of the goods. If the goods are incorrectly delivered, the Supplier will be responsible for any additional expense incurred in delivering them correctly.
  2. The supplier must provide the Gentoo Group with a written acknowledgement of every supply order received. The supplier will additionally provide advice of delivery notes in accordance with the Gentoo Group’s specific instructions. The Gentoo Group reserves the right to reject any goods or services unless such documentation has been approved.

1. **ASSIGNMENT AND SUB-CONTRACTING**
   1. At the request of the Gentoo Group the Contractor shall agree to the assignment of this contract in whole or part to any person or company who requires the supply of goods and/or services to fulfil contractual obligations to the Gentoo Group for Contracts awarded, provided always that such person or company is of sound financial standing.
   2. The Contractor shall not transfer, assign or sub-let, directly or indirectly to any person or persons, whatsoever, any portion of the Contract nor any interest therein without the prior written consent of the Gentoo Group. Such consent not to be unreasonably withheld.
   3. If such permission shall be given, it shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be liable for the acts, defaults or neglect of any Sub-Contractor, its employees and agents in all respects as if they were the acts, defaults or neglect of the Contractor.
2. **CONTINUITY OF PERFORMANCE**
   1. The Contractor shall immediately notify the Authorised Officer of any actual or potential industrial action, whether such action be by its own staff or others, or any other contingency of any kind that affects or might affect its ability at any time to fulfil its obligations under the Contract. The Contractor shall be responsible for maintaining the service in accordance with the terms of the Contract during any industrial action or other such contingency. The Contractor shall prepare contingency plans and arrangements and submit details thereof to the Authorised Officer on request and as necessary implement such plans and arrangements with such amendments and modifications as the Authorised Officer shall require.
   2. Subject to the other provisions of this Condition, the Contractor shall not become liable for any unavoidable default in the provision of the Service by reason of any of the following factors, provided that the relevant factor or factors was or were beyond its control and not reasonably foreseeable at the time of the Tender:-
3. Act of God; or
4. Any Act of Government, Queen’s Enemies, Armed Conflict or the consequence or the effect of Armed Conflict; or
5. Civil Commotion.
   1. In the event of unavoidable default by the Contractor for any of the reasons stated in clause 8.2 the Contractor shall provide the best possible substituted service as determined by the Authorised Officer.
   2. The Contractor shall inform the Authorised Officer in detail of the nature and location of any operation it undertakes in pursuance of its duties under the Contract and promptly of any substantial change in such operation.
6. **CONTRACTOR’S EMPLOYEES AND SUPERVISION**
   1. The Contractor shall employ in and about the supervision of the Service only such persons as are careful, skilled, honest, experienced and suitably qualified in the work which they are to perform.
   2. The Contractor shall employ sufficient persons to ensure that the Service is provided at all times and in all respects of the Contract Standard.
   3. The Contractor shall be and shall ensure that every person employed by it in and about the provision of the Service is at all times properly and sufficiently qualified, experienced and instructed with regard to the Service and in particular:

9.3.1 The task or tasks such person has to perform;

* + 1. All relevant provisions of the Contract;
    2. All relevant policies, rules, procedures and standards of the Gentoo Group;
    3. All personnel employed by the Contractor in the delivery of Goods or the provisions of Services shall be suitably dressed and shall carry identification which will be produced on demand by relevant Officers or employees of the Gentoo Group or Contractors acting on behalf of the Gentoo Group.
    4. All relevant rules, procedures and statutory requirements concerning health and safety at work, including the Gentoo Group’s Safety Policy as notified in writing to the Contract.

9.4 The Contractor shall appoint a Contract Manager empowered to act on behalf of the Contractor for all purposes connected with the Contract. Any notice, information, instruction or other communication given or made to the Contract Manager shall be deemed to have been given or made to the Contractor.

9.5 The Contractor shall forthwith give notice in writing to the Authorised Officer of the identity, address and telephone numbers of any person authorised to act for any period as deputy for the Contract Manager and when such deputy ceases.

* 1. The Contractor shall ensure that the Contract Manager, or a competent Deputy duly authorised by the Contractor to act on his behalf is available to meet the Authorised Officer in person as required at all reasonable times during which the Service is provided and the Contract Manager shall be required to attend any meeting with the Authorised Officer upon being given reasonable notice of the same at any reasonable time, or as directed by the Authorised Officer in the case of an emergency.
  2. The Contract Manager shall inform the Authorised Officer promptly of and confirm in writing, any instances of activity or omission on the part of the Gentoo Group which prevent or hinder, or may prevent or hinder the Contractor from complying with the Contract. The provision of information under this Condition shall not in any way release or excuse the Contractor from any of its obligations under the Contract.
  3. The Contractor shall throughout the Contract period institute and maintain a properly documented system of quality control designed to ensure that the Services are provided at all times and in all respects in accordance with the Specification and Conditions. The system maintained by the Contractor in accordance with this condition shall be in addition to and not prejudice any independent inspection undertaken by the Gentoo Group.
  4. The Contractor shall maintain current and accurate records of the employees who are engaged in the provision of the Service at each location. These records shall differentiate between those engaged as operative and those exercising supervision. All records shall be open for inspection by the Authorised Officer or his representative at all reasonable times.
  5. The Contractor shall at all times be fully responsible for the payment of all income or other taxes, National Insurance contributions, or levies of any kind, relating to or arising out of the employment of any person employed by the Contractor and shall fully and promptly indemnify the Gentoo Group in respect of any liability of the Gentoo Group in respect thereof.
  6. The need to recognise situations which may involve any actual or potential danger of personal injury to any person at any Location and where possible, without personal risk, to make safe situations, and forthwith to report such situations to the Authorised Officer.
  7. The Authorised Office shall be entitled but not unreasonably or vexatiously to require the Contractor, by notice in writing, to remove from the provision of the Service any employee of the Contractor specified in such notice including the Contract Manager. The Contractor shall forthwith remove such employee from the provision of the Service and shall immediately provide a replacement if necessary.
  8. The Gentoo Group shall in no circumstances be liable either to the Contractor or to the employee in respect of any liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Gentoo Group against any claim made by such employee.

1. **GENTOO GROUP’S PREMISES AND FACILITIES**
   1. The Contractor shall ensure that neither the Contractor nor its employees or agents shall do any act or thing at any location owned by the Gentoo Group other than the proper performance of the Service and as may be permitted by this Condition 10.
   2. The Contractor shall ensure that its employees maintain the security of all locations owned by the Gentoo Group.
   3. The Contractor shall be expected to have acquainted himself at the time of tendering with the Gentoo Group’s existing security arrangements at any location owned by the Gentoo Group and shall ensure that its employees maintain compliance with such arrangements. Such arrangements shall be in operation at the Commencement Date and shall continue to apply during the Contract Period. Not withstanding these arrangements, the Gentoo Group can accept no responsibility for any disruption, loss or expense that the Contractor may suffer due to failure of the said security arrangements.
   4. The Gentoo Group shall not be responsible for the security of the Contractor’s employee’s personal property.
2. **TERMINATION BY THE GENTOO GROUP**
   1. If the Contractor:

11.1.1 becomes bankrupt, or makes a composition or arrangements with its creditors, or has a proposal in respect of its company for the voluntary arrangement for a composition of debts, or scheme or arrangements approved in accordance with the Insolvency Act 1986.

11.1.2 has an application made under the Insolvency Act 1986 in respect of the Company to the Court for the appointment of an administrator.

11.1.3 has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for winding-up passed;

11.1.4 has a provisional liquidator, receiver or manager of the business or undertaking duly appointed;

11.1.5 has an administrative receiver or an administrator as defined in the Insolvency Act 1986, appointed;

11.1.6 has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge.

11.1.7 is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager or administrative receiver, or which entitle the Court to make a winding-up order;

11.1.8 has made warranties or representations as set out in conditions above which prove to be untrue or incorrect;

11.1.9 is unable to satisfactorily demonstrate to the Authorised Officer that it has the capacity to supply the goods and/or services during the Contract Period; the Gentoo Group shall be entitled to cancel the supply order in respect of all or part of the goods by giving not less than 7 days written notice to the supplier prior to delivery or performance in which event no liability shall ensue in the part of the Gentoo Group.

11.1.10 is in breach of the Duty of Care under Section 34 of the Environmental Protection Act 1990;

then in any circumstance the Gentoo Group may, but not unreasonably or vexatiously, without prejudice to any accrued rights or remedies under the Contract, terminate the Contractor's employment under the Contract by notice in writing having immediate effect.

11.2 If the Contractor shall be in default of any term of this Agreement the Gentoo Group may at its discretion and without prejudice to any other rights it may have under this Agreement terminate this Agreement in relation to the tender for which the Contractor is in default by giving the Contractor not less than five days prior written notice. The said notice shall specify the default and if the default is remedied prior to the expiry of the said notice this Agreement shall not thereby terminate.

11.3 If the Gentoo Group shall decide not to terminate this Agreement pursuant to Clause 11.2 in the event of default by the Contractor in respect of the tender the Contractor shall not be liable to the Gentoo Group for any consequential loss suffered by the Gentoo Group as a result thereof but shall be liable to the Gentoo Group for any reasonable excess labour costs and for the full costs of hiring any replacement service which may be necessarily incurred by the Gentoo Group as a result of the Contractor's default. The Gentoo Group, will use reasonable efforts to ensure that the replacement service is hired under the most favourable terms and conditions after having first confirmed with the Contractor that no substitute service is immediately available and having informed the Contractor of its intention to hire such replacement.

11.4 Where the contractor or any person employed by him or on his behalf;

(a) had offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for:-

(i) doing, or for refraining from doing, anything in relation to either the obtaining of, or the execution of, the contract or any other contract with the Gentoo Group.

(ii) showing or refraining from showing favour or disfavour to any person in relation to the contract or any other contract with the Gentoo Group or,

(b) has committed any offence under the Prevention of Corruption Acts 1889 to 1916, or any amendment of them, or has given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

In the case of action as described above by a person employed by the Contractor or on the Contractor's behalf, the Gentoo Group's right to cancel and recover loss shall apply whether or not the action is with the Contractor's knowledge.

**12. REJECTION OF GOODS**

12.1 On termination for any reason whatsoever of this Agreement;

* + 1. The Gentoo Group shall be entitled to reject any goods delivered which are not in accordance with the Agreement and shall not be deemed to have accepted any goods until it has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the goods has become apparent. The Gentoo Group will notify the Supplier in writing of any such rejection of the goods. Rejected goods shall be removed at the risk and expense of the Supplier within seven (7) days after notice of rejection has been sent by the Gentoo Group. If the Supplier does not comply, the Gentoo Group may remove the goods itself and charge the Supplier with all the expenses incurred in such removal. Unless the Contract is then terminated the Gentoo Group will set off any such removal expenses against the price in accordance with clause 5.3 of these Conditions.
    2. Prior to delivery of the Goods, the Supplier shall provide the Gentoo Group with any instructions or other information which the Gentoo Group requires to accept such delivery or performance.
    3. Without prejudice to any other remedy, if any goods or services are not supplied or performed in accordance with the Contract, then the Gentoo Group shall be entitled:
    4. To require the Supplier to repair the goods or to supply replacement goods or services free of charge in accordance with the Agreement within seven (7) days of the date of the Gentoo Group’s notification; or
    5. At the Gentoo Group’s sole option, and whether or not the Gentoo Group has previously required the Supplier to repair the goods or to supply any replacement goods or services to treat the Contract as terminated by the Supplier’s breach and require the repayment of any part of the Price which has been paid.

**13. WAIVER**

13.1 Any failure by either party to insist upon the performance of any of the conditions of this Agreement or to exercise any right under this Agreement shall not be construed as a Waiver by such party and this Agreement shall continue and remain in full force and effect not withstanding any such failure.

**14. NOTICES**

* 1. Any notice invoice or other document required or otherwise to be given or sent under this Agreement shall be duly given or sent in each case by being left or being sent by first class pre-paid post to the last known principal place of business or registered office of the party to whom it is addressed and such document sent by first class post shall be deemed to have been duly received by the addressee at the expiration of 48 hours after it has been posted and in proving it shall be sufficient to prove that the document was left at the principal place of business or registered office as aforesaid or that the envelope containing it was properly addressed pre-paid at the first class rate and posted as the case may be.

**15. INDEMNITY AND INSURANCES**

15.1 The Contractor shall indemnify and keep indemnified the Gentoo Group and its employees against the injury to or death of any persons, or loss of or damage to any property, which may arise out of the act, default of negligence of the Contractor, its employees or agents and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto, provided that the Contractor shall not be liable for, nor be required to indemnify the Gentoo Group against, any compensation or damages for or in respect of injuries, loss or damage resulting wholly from any act, default or negligence on the part of the Gentoo Group, its employees or agents not being the Contractor or employed by the Contractor.

15.2 Without thereby limiting its responsibilities under this condition, the Contractor shall insure with a reputable insurance company to the satisfaction of the Authorised Officer against all loss of and damage to property and injury to, or death of, persons arising out of or in consequence of the Contractor's obligations under the Contract and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.

* 1. For all claims against which Condition 15 requires the Contractor to insure, the insurance cover shall be in the sum of £5 million or such greater sum as the Contractor may choose in respect of any one incident and its insurance policy effecting such cover shall have the interest of the Gentoo Group endorsed thereon, or shall otherwise expressly by its terms confer its benefits upon the Gentoo Group.
  2. The Contractor shall supply to the Gentoo Group immediately upon request copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with this Condition and where the Authorised Officer notifies the Contractor in writing that any such policy of insurance does not effect sufficient or appropriate cover the Contractor shall forthwith effect such cover as the Authorised Officer has specified. In default (and without prejudice) to the Gentoo Group's rights under Condition 11) the Authorised Officer may effect such insurance cover and the Contractor shall pay such sum as reimburses the cost to the Gentoo Group of arranging such insurance cover.

**16. HEALTH AND SAFETY**

16.1 The Contractor shall at all times comply with the requirements of the Health and Safety at Work etc. Act 1974 and of any other acts, and all other relevant Regulations Codes of Practice or Orders pertaining to health and safety.

16.2 The Contractor shall provide its general statement of safety policy (having regard to the Gentoo Group's Safety Policy a copy of which shall be provided in accordance with Condition 9.3.5) which shall be supplied to the Authorised Officer within seven days of the Commencement Date. The Contractor shall forthwith nominate a person to be responsible for the health and safety matters as required by the said Act. Whilst on premises owned by the Gentoo Group the Contractor shall ensure that its employees comply with the Gentoo Group's Safety Policy and with the lawful requirements of the Gentoo Group's Safety Officer.

16.3 Without prejudice to the Gentoo Group's rights under clause 11 the Authorised Officer shall be empowered to suspend the provision of the Service in the event of non-compliance by the Contractor with this Condition 16 in the provision of the Service or such part until the Authorised Officer is satisfied that the non-compliance has been rectified.

16.4 All vehicles to be used by the Supplier in the delivery of Goods or the provision of Services shall have an audible reversing warning system, shall be roadworthy and conform to all relevant Road Transport and Health and Safety Standards. The supplier shall safely deliver and off-load materials adjacent to the works, and supply all necessary mechanical lifting equipment.

All equipment to be used by the Supplier in the delivery of goods or the provision of services shall conform to the provision and Use of Work Equipment Regulations 1998 (P.U.W.E.R).

All goods / materials supplied shall conform to the Provision and Use of Work Equipment Regulations 1998 (P.U.W.E.R) and comply with the Builders Skips (marking) Regulations 1984 (if applicable).

All suppliers including Contractors lifting operations must be carried out competently and conform with the Lifting Operations and Lifting Equipment Regulation 1998 (L.O.L.E.R).

Where necessary, appropriate documentation (i.e. evidence of thorough examination and inspection of lifting equipment), shall be available for inspection at point of delivery.

Where necessary, all goods delivered should have their weight and where appropriate their centre of gravity conspicuously marked in order to comply with relevant Health and Safety Legislation.

**17. AGENCY**

17.1 Neither the Contractor nor his employees shall in any circumstances hold themselves out as being the servant or agent of the Gentoo Group, otherwise than in circumstances expressly permitted by these Conditions.

17.2 Neither the Contractor nor its employees shall in any circumstances hold itself or themselves out as being authorised to enter into any Contract on behalf of the Gentoo Group or on any way to bind the Gentoo Group to the performance, variation, release or discharge of any obligations.

17.3 Neither the Contractor nor its employees shall in any circumstances hold itself or themselves out as having, the power to make, vary, discharge or waive any by law or regulation of any kind.

**18. BRITISH STANDARDS**

18.1 Where an appropriate British or International Standard of Code of Practice is current, all goods and materials used or supplied and all workmanship shall be in accordance with that Standard or a Standard recognised by another member state of the European Union or an international Standard offering equivalent guarantees of safety, fitness for purposes and reliability. In all cases, such Standards shall be without prejudice to any higher standard required by the Contract.

**19. OBSERVANCE OF STATUTORY REQUIREMENTS**

19.1 The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Service and shall indemnify the Gentoo Group in full against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of the Contractor of this Condition 19.

**20. INVOICES AND DELIVERY NOTES AND PRICE**

20.1 Invoices submitted by the Contractor to the Gentoo Group must clearly show the following information:

a) Contractors identification

b) Gentoo Group order number

c) The address to which the goods were sent

d) On delivery of the goods the Contractor shall obtain from an authorised representative of the Gentoo Group or contractor acting on behalf of the Gentoo Group a signature confirming receipt of goods.

20.2 Invoices should be rendered for the Gentoo Group's working week which can be Monday to Sunday inclusive in a monthly basis. Unless otherwise stated in the supply order, the Gentoo Group shall pay the price for the goods and services within thirty (30) days net from the Gentoo Group receipt of the contractors invoice.

20.3 The Contractor shall send copies of all delivery notes to the Gentoo Group Headquarters. The Gentoo Group reserves the right to reject any goods or services unless such documentation has previously been approved.

20.4 The price of the goods and services shall be as stated in the Schedule of Rates within the contract documentation and will be:

20.4.1 Exclusive of any applicable Value Added Tax (which shall be payable by the Gentoo Group subject to receipt of a VAT invoice);

* + 1. Fully inclusive of all component parts to ensure goods are fit for purpose.

20.4.3 Inclusive of all charges for packing, packaging, shipping, carriage, insurance and delivery of the goods to the delivery address and any duties, levies other than Value Added Tax;

20.4.4 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the Gentoo Group's prior consent in writing.

* + 1. The Gentoo Group shall be entitled to reject any Goods delivered which are not in accordance with the Agreement and shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the goods has become apparent.
    2. The Gentoo Group will notify the Supplier in writing of any such rejection of the Goods. Rejected goods shall be removed at the risk and expense of the supplier within seven (7) days after notice of rejection has been sent by the Gentoo Group. If the Supplier does not comply the Gentoo Group may remove the Goods itself and charge the Supplier with all the expenses incurred in such removal. Unless the Contract is then terminated the Gentoo Group will set off any such removal expenses against the price in accordance with clause 23.1 of these Conditions.

20.4.7 Prior to delivery of the Goods, the Supplier shall provide the Gentoo Group with any instructions or other information which the Gentoo Group requires to accept such delivery or performance.

20.4.8 The Gentoo Group shall not be obliged to return to the supplier any packaging or packing materials for the Gentoo Group, whether or not it accepts the Goods.

20.4.9 The supplier will provide the Gentoo Group with information of any expected changes in delivery periods and any other matters significantly affecting the performance of the Agreement.

20.5 Where the Supplier provides Goods or Services to a Subsidiary of Gentoo Group Limited, the Supplier is required to invoice the Subsidiary directly. Gentoo Group Limited will not accept invoices on behalf of the Subsidiary.

**21. VALUE ADDED TAX**

21.1 Sums payable to the Contractor pursuant to this Contract are exclusive of any Value Added Tax (VAT). The Gentoo Group shall pay to the Contractor in the manner hereinafter set out any VAT properly chargeable on the supply by the Contractor of the Service. The Contractor shall issue a tax invoice in respect thereof. Each invoice shall contain the following information:-

(i) An identifying number

(ii) The Contractor's name, address and VAT registration number.

(iii) The time of supply

(iv) The customer's name and address

(v) The type of supply

(vi) A description of the goods or services indicating:

(a) the quantity of the goods or extent of the services

* 1. the charge made excluding VAT

(c) the rate of VAT

(vii) The total charge made including VAT

The Contractor shall in connection with each invoice inform the Gentoo Group in writing in respect of the services performed during that period.

1. which part or parts of such services are exempt from VAT

2. which part or parts of such services bear a zero rate of VAT

3. which part or parts of such services bear a rate of VAT greater than zero, in each case specifying the exact rate chargeable.

Upon receipt by the Contractor of any payment made by the Gentoo Group, it being a payment including VAT, the Contractor shall forthwith issue to the Gentoo Group an authenticated receipt in such form as may be required by the Finance Act 1972 ("the Act") or any amendment or re-enactment thereof or by any Regulations made there under. If the Gentoo Group objects to any part of such notice and such objection cannot be resolved by the parties by agreement, the Gentoo Group may require the Contractor to refer to the Commissioners of Customs and Excise ("the Commissioners") any dispute difference of question in relation to any of the matters specified in Section 40(1) of the Act.

If the Contractor refers the matter to the Commissioners and the Gentoo Group is dissatisfied with their decision on the matter the Contractor shall at the Gentoo Group's request refer the matter to a Value Added Tax Tribunal by way of appeal under Section 40 of the Act whether the Contractor is so dissatisfied or not. Should the Contractor be required to deposit a sum of money equal to all or part of the tax claimed under Section 40(2)(a) of the Act, the Gentoo Group shall pay an equivalent sum to the Contractor.

The Gentoo Group shall further reimburse the Contractor any costs or expenses reasonably and properly incurred in making the reference (less any costs awarded to the Contractor by the Tribunal).

**22. RECOVERY OF SUMS DUE TO THE GENTOO GROUP**

* 1. The Gentoo Group shall give written notice to the Supplier of any claim to which the Gentoo Group considers they are entitled under the Contract and shall, in that notice or as soon as reasonably practicable thereafter, give written particulars thereof.

22.2 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Gentoo Group the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Contract or any other Contract with the Gentoo Group.

**23. ROYALTIES AND PATENT RIGHTS**

23.1 The Contractor shall not in connection with the Contract use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights or any other intellectual property rights and the Contractor shall indemnify the Gentoo Group against all actions, claims, demands, proceedings, damages, costs, charges and expenses which the Gentoo Group may sustain, incur or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether wilful or inadvertent) and against the payment of any royalties or other monies which the Gentoo Group may have to make to any person or body entitled to patent rights to any other intellectual property rights in respect of any process, matter, or thing used, manufactured, supplied or delivered by the Contractor in connection with the Contract.

**24. CONFIDENTIALITY AND INFORMATION**

24.1 The Contractor shall not without consent of the Authorised Officer during the Contract Period or at any time thereafter, make use or for his own purposes, or disclose to any person (except as may be required by law), the Contract Documents or any information contained therein or in any material provided to the Contractor by the Gentoo Group pursuant to the Contract, all of which information shall be deemed to be confidential.

24.2 The Contractor shall neither dispose nor part with possession of any confidential material provided to the Contractor pursuant to the Contractor prepared by the Contractor pursuant to the Contract, other than in accordance with the express written instructions of the Authorised Officer.

24.3 The Contractor shall not and shall ensure that its employees do not divulge to any third part any information which comes into its or their possession in the course of providing the Service.

24.4 The Contractor shall supply to the Authorised Officer any information reasonably required by him in connection with the performance or purported performance of the Contract by the Contractor or to enable him to perform his duties or exercise his powers under the Contract.

24.5 The Contractor shall indemnify and keep indemnified the Gentoo Group against all expenses, claims, proceedings and costs whatsoever in respect of any breach by the Contractor of Clause 25.

24.6 The Contract shall comply at all times and act in accordance with the Data Protection Act (1998).

**25. EVIDENCE IN CONNECTION WITH LEGAL PROCEEDINGS**

25.1 If requested to do so by the Authorised Officer, the Contractor shall provide to the Authorised Officer any relevant information in connection with any Legal Inquiry or Court Proceedings in which the Gentoo Group may become involved or any relevant disciplinary hearing internal to the Gentoo Group and shall give evidence in such inquiries or proceedings or hearings, arising out of the provisions of the Service. The Contractor immediately upon becoming aware of the same shall notify the Authorised Officer of any accident, damage or breach or any statutory provision relating in any way to the provision of or connected with the Service.

**26. SEVERANCE**

26.1 If any provision of the Contract shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or enforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

**27. GOVERNING LAW**

27.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto accept the jurisdiction of the Courts of England and Wales as regards any claim or matter arising under this Contract.

**28. BASIS OF AGREEMENT**

28.1 The Agreement constitutes an offer by the Gentoo Group to purchase the Goods and/or acquire the Services subject to these Conditions and Terms as laid out elsewhere within the Contract Documentation.

28.2 In the absence of the signed Agreement, the delivery of Goods or the provision of Services shall be deemed to constitute acceptance of the Terms and Conditions, rates and prices contained within the Purchase Order and no other.

**29. TIME**

* 1. Time shall be of the essence of the Contract and the Goods and/or Services shall be delivered to the Gentoo Group or the Gentoo Group's agent, by the date for delivery or any agreed, extended date. Goods shall be delivered during the Gentoo Group's usual business hours as stated on the Supply Order.
  2. Any dispute arising under or in connection with these Conditions or the sale of the goods shall be referred to adjudication by a single adjudicator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the London Chamber of Commerce. The decision of such adjudicator shall be final and binding upon the parties. Any reference under this clause shall be deemed to be reference to adjudication within the meaning of the Housing Grants, Construction and Restoration Act 1996.

**30. RISK AND PROPERTY**

* 1. Risk of damage to or loss of the goods shall pass to the Gentoo Group upon delivery to the Gentoo Group in accordance with the agreement.
  2. Title to the goods shall pass to the Gentoo Group upon payment. Where payment is made prior to delivery, title shall pass to the Gentoo Group.

****

QUESTIONNAIRE

**12. GUIDANCE NOTES**

The information disclosed in this form will be used in the evaluation and selection of a Contractor.

Questions relating to staff are applicable to all staff within the company and are not restricted to those staff who, or the unit, which would perform this work.

Unless instructed otherwise when answering the questions, please give details, which specifically relate to your company, not to the whole of the group if your company forms part of a group.

Please include, where appropriate, any supporting documents, marking clearly on all enclosures the name of your company and the number of the question to which they refer. Where the space given for any answer is insufficient then please continue your answer on a separate page, again clearly marking your company’s name and the question number to which it relates.

Please note that whenever used in the tender document, the term “company” refers to a sole practitioner, partnership, incorporated company, co-operative, charity or analogous entities operating outside the UK, as appropriate. The term “staff” refers to any director, company secretary, partner, associate employee, trustee or other person occupying a position of authority or responsibility within the company.

## A GENERAL INFORMATION

**COMPANY DETAILS**

|  |  |
| --- | --- |
| A1 Company making application | A1 |
|  |  |

|  |  |
| --- | --- |
| A2 Address to which correspondence is to be sent | A2 |
|  |  |
|  |  |

|  |  |
| --- | --- |
| A3 Principal Registered Office (If different from above) and Company registration number. | A3 |
|  |  |
|  |  |

|  |  |
| --- | --- |
| A4 Person applying on behalf of company | A4 |

|  |  |
| --- | --- |
| A5 Position in company | A5 |

|  |  |
| --- | --- |
| A6 Telephone and fax numbers and E-mail address | A6 Tel: |
|  | Fax:  E-mail: |

|  |  |
| --- | --- |
| A7 Are you a sole principal, partnership, private limited company, public limited | A7 |
| Company, or other, (please specify). |  |
|  |  |
|  |  |

|  |  |
| --- | --- |
| A8 Please state if any staff have a relative(s) who is employed by The Gentoo | A8 |
| Group. |  |
|  |  |

**PROFESSIONAL CONDUCT**

A9 Is the company a member of any relevant professional association? (If so, please give details).

|  |  |
| --- | --- |
| A9 Yes | No |

|  |  |
| --- | --- |
| Enclosed |  |
| Tick if enclosed |  |

A10 In the last five years have any complaints been made against your company or any staff employed in your company, which have been upheld by an Arbitrary Body, in respect of any work of the company? (If so, please give details).

|  |  |
| --- | --- |
| A10 Yes | No |

|  |  |
| --- | --- |
| A10 Enclosed |  |
| Tick if enclosed |  |

|  |
| --- |
| **NOTES TO ORGANISATION***:*  This section will be evaluated initially on a pass/fail basis in respect of A11 – A18. Where a pass is achieved, % points will then be awarded in respect of responses to questions A19 onwards. We will seek additional evidence relating to the questions below, if required. If an organisation is found to be in breach of any of the policies in this section then the contract could be terminated.  **Scoring of the Equality & Diversity Section**:  Part 1 - All tenders  A11 to A18 – Pass/Fail basis. A19 - A20 – up to 1%  Part 2 - Tenders assessed as having medium people impact:  A21 – A24 up to an additional 4%  Part 3 - Tenders assessed as having high people impact:  A25 – A28 up to an additional 5% |

We are committed to the principles of equality and diversity and to delivering excellent services, making sure that all of our customers, internal and external, are treated fairly and with respect. We oppose all forms of discrimination and recognise that discrimination creates barriers to achieving equality for all people. We are committed to working with our customers, staff, contractors, suppliers and partners to develop and deliver excellent services which meet the needs of everyone in those areas in which we work.

Companies not currently operating in the UK should attempt to answer each of the following questions, substituting where relevant the appropriate legislation/Codes of Practice etc. which are applicable within their domestic jurisdiction.

**Part 1 - Questions for all tenders – (A11 – A20)**

**A 11** Does your organisation comply with its legal obligations relating to the following?

|  |  |
| --- | --- |
| Age | **Yes /No** |
| Disability | **Yes /No** |
| Gender | **Yes /No** |
| Gender Reassignment | **Yes /No** |
| Race | **Yes /No** |
| Religion or Belief | **Yes /No** |
| Sexual Orientation | **Yes /No** |
| Human Rights | **Yes /No** |
| Equal Pay | **Yes /No** |
| Do you operate within the Working Time Regulations 1998 | **Yes /No** |
| ***NOTES TO ORGANISATION:***   * ***It is your responsibility to ensure that you comply with all relevant legislation and keep up to date with changes to legislation..*** * ***Your attention is drawn to the fact that you will have obligations not only as an employer, but also as a provider of goods, facilities or services.*** | |

**A 12** In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal?

|  |
| --- |
| **YES/NO** *(delete as appropriate)* |

**A 13** In the last three years has your organisation been the subject of a formal investigation on grounds of alleged unlawful discrimination by Equality and Human Rights Commission (EHRC) or any of its predecessors (CRE, DRC, EOC)?

|  |
| --- |
| **YES/NO** *(delete as appropriate)* |

**A 14** If you answered “yes” to either of the last two questions, what action were you required to take as a result of that finding or investigation, and what action have you taken?

|  |
| --- |
|  |

**A 15** If you were required to take action, did the action taken satisfy the relevant organisation?

|  |
| --- |
| **YES/NO** *(delete as appropriate)* |

**A 16** If you were required to take action but you have not taken any action, or if the action you have taken did not satisfy the relevant organisation, please explain why not.

|  |
| --- |
|  |

**A 17** Please give the name and position of the senior person with responsibility for equality and diversity in your organisation.

|  |
| --- |
|  |

**A 18** If successful, you will be required to sign up and adhere to Gentoo’s Equality & Diversity Commitment (copy enclosed). Please confirm your willingness to do so.

|  |
| --- |
| A18 Signed copy of Gentoo’s equality and diversity commitment enclosed  **YES/NO** (d*elete as appropriate)*- |

**A 19** Do you have a written equality and diversity policy which as a minimum sets out your commitment to each of the following:

|  |  |
| --- | --- |
| Not to discriminate | **YES/NO** (delete as appropriate) |
| Not tolerate bullying or harassment | **YES/NO** (delete as appropriate) |
| Promote equality | **YES/NO** (delete as appropriate) |
| Treat everyone fairly and with respect | **YES/NO** (delete as appropriate) |

**A 20** Does your policy specifically state that your commitment applies to each of the “protected characteristics” listed below?

|  |  |
| --- | --- |
| Age | Yes/No (delete as appropriate) |
| Disability | Yes/No (delete as appropriate) |
| Gender | Yes/No (delete as appropriate) |
| Gender re-assignment | Yes/No (delete as appropriate) |
| Race/ethnicity | Yes/No (delete as appropriate) |
| Religion and belief | Yes/No (delete as appropriate) |
| Sexual Orientation | Yes/No (delete as appropriate) |

Please provide a copy of the policy, and highlight the sections relevant to the criteria specified in A19 and A20.

|  |  |
| --- | --- |
| Copy enclosed **YES/NO** (delete as appropriate) | Relevant sections highlighted – **YES/NO**  (delete as appropriate) |
| If you have not highlighted the relevant sections of the policy, please state clearly where those sections can be found (e.g. page numbers and paragraph numbers) | |

**Part 2 - Questions A21 – A24 are to be included in addition to Part 1, for tenders which have been determined by Gentoo to have a medium people impact.**

**A 21** How is your equality and diversity policy promoted? (If you do not have such a policy, please respond to indicate how you can you demonstrate that you promote your commitment to equality and diversity?)

|  |  |
| --- | --- |
| Relevant items included in staff newsletters, briefings, or on notice boards. | Yes/No |
| Relevant guidance and instructions issued to managers. | Yes/No |
| Staff handbook includes relevant information. | Yes/No |
| Equality and diversity documents and guidance included on staff intranet. | Yes/No |
| Recruitment advertisements include equality and diversity statement. | Yes/No |
| Other – please state | Yes/No |

Evidence to support your responses may be requested prior to any contract being awarded.

**A 22** Does your organisation comply with codes of practice and guidance issued by Equality and Human Rights Commission and its predecessor commissions (or statutory guidance issued under equivalent legislation in another country) which gives practical guidance on eliminating discrimination and promoting equality?

|  |
| --- |
| **YES/NO** (delete as appropriate) |

**A 23** How do you ensure that staff and any sub contractors working on your behalf are made aware of, and understand their obligations in relation to equality law and good practice relevant to each of the protected characteristics listed in A20, so they behave in an appropriate way when at work?

|  |  |
| --- | --- |
| Mandatory equality and diversity training for all staff which covers the following with specific reference to each of the protected characteristics identified in A20.   * Requirement to treat everyone with fairness and respect, and to demonstrate appropriate attitudes and behaviours and use of appropriate language/terminology * Guidance about how to challenge inappropriate language, attitudes or behaviours * Understanding of the barriers which can exist for some individuals, and appreciation of the need to deliver an inclusive service which recognises and responds to individual needs   Please enclose an outline of the relevant training. Is this enclosed? | YES/NO  YES/NO  YES/NO  YES/NO |
| Attendance or completion of the training is monitored to ensure that all staff attend | YES/NO |
| Staff handbook issued to all staff which covers the key bullet points listed above | YES/NO |
| Other – please specify | YES/NO |

**A 24** What arrangements do you have for keeping up to date with any changes in equality law and emerging good practice relating to equality and diversity, which may be relevant to your business in its capacity as both employer and service provider?

|  |
| --- |
|  |

**Part 3**

**Questions A25 – A28 are to be included in addition to Parts 1 and 2, for tenders which have been determined by Gentoo to have a high people impact.**

**A 25**  Are your staff with managerial and/or supervisory responsibility required to receive training on equality and diversity which includes specific reference to issues relevant to each of the following:

|  |  |
| --- | --- |
| Age | Yes/No (delete as appropriate) |
| Disability | Yes/No (delete as appropriate) |
| Gender | Yes/No (delete as appropriate) |
| Gender re-assignment | Yes/No (delete as appropriate) |
| Race/ethnicity | Yes/No (delete as appropriate) |
| Religion and belief | Yes/No (delete as appropriate) |
| Sexual Orientation | Yes/No (delete as appropriate) |

Please supply an outline of this training

**A 26**  What arrangements do you have in place to identify and respond to individual needs which may arise relevant to:

|  |  |
| --- | --- |
| Age |  |
| Disability |  |
| Gender |  |
| Gender re-assignment |  |
| Race/ethnicity |  |
| Religion and belief |  |
| Sexual Orientation |  |

**A 27** What are your organisation’s key priorities/objectives in relation to equality and diversity for the next 12 months?

|  |
| --- |
| Key equality and diversity priorities/objectives for the next 12 months: |

|  |
| --- |
| Who has overall accountability for ensuring you achieve these objectives? |

**A 28** What monitoring and scrutiny arrangements do you have in place in your organisation relating to equality and diversity? For example, this may include:

|  |  |
| --- | --- |
| Formal impact assessment framework  If “yes”, please enclose a copy | Yes/No |
| Disaggregation and analysis of complaints & satisfaction data by all of the categories listed in A 25.  If yes, please enclose a sample of this data, and identify here any action taken or planned in response to any of the issues/trends highlighted (if applicable) | Yes/No |
| Monitoring composition of your workforce in relation to all of the categories listed in A 25 –  If yes, please enclose copy of your most recent data & give brief details here of actions taken or planned to address aspects of under-representation | Yes/No |
| Service testing/mystery shopping/peer review or equivalent.  If yes, give brief details. | Yes/No |

|  |  |
| --- | --- |
| Formal reporting structure in relation to progress against specific corporate equality and diversity objectives.  If yes, please briefly outline that structure | Yes/No |
| Other – please specify | Yes/No |

**A29** Does your company monitor and review the wage paid to their employees to ensure it goes beyond meeting the minimum legal requirements, instead, meets the local “living wage” where a higher level is recognised to meet basic need?

|  |
| --- |
| **YES/NO** (delete as appropriate) |

**Recommended sources of advice and guidance.**

Equality & Human Rights Commission website includes a range of information including guides for employers and service providers, codes of practice etc - [www.equalityhumanrights.com](http://www.equalityhumanrights.com)

For advice and information concerning sexual orientation equality we would recommend Stonewall - [www.stonewall.org.uk](http://www.stonewall.org.uk)

**A copy of each Commission’s Code of Practice for Employment and/or service delivery can be obtained from:**

|  |  |
| --- | --- |
| **Equality & Human Rights Commission**  **Helpline 0845 6046610**  [**www.equalityhumanrights.com**](http://www.equalityhumanrights.com) | **For advice and information concerning sexual orientation equality we would recommend:**  **Stonewall**  [**www.stonewall.org.uk**](http://www.stonewall.org.uk) |

## B PROFESSIONAL CAPABILITY AND REFERENCES

B1 Has your company ever suffered a deduction for liquidated and ascertained damages or paid compensation to a client or had monies deducted in respect of any work within the last three years?

|  |  |
| --- | --- |
| B1 Yes | No. |

B2 Has your company ever had a contract terminated or your employment determined under the terms of a contract?

|  |  |
| --- | --- |
| B2 Yes | No. |

B3 Has your company ever not had a contract renewed for failure to perform to the terms of a contract?

|  |  |
| --- | --- |
| B3 Yes | No. |

If the answer to any of questions B1 - 3 above is yes, please enclose details.

|  |  |
| --- | --- |
| Enclosed |  |
| Tick if enclosed |  |

B4 Is your company or any part of it quality assured under BS EN ISO 9001 or an equivalent standard for quality management systems?

|  |  |
| --- | --- |
| B4 Yes | No. |

B5 If the answer to B4 is yes, please state date of registration, registration number, certification body and the part of the company which is registered.

|  |
| --- |
| B5 |
|  |
|  |

B6 If not do you intend to acquire quality assurance registration and if so when?

|  |  |
| --- | --- |
| B6 Yes | No. |

B7 If not, do you operate a quality system based on the principles laid down in BS EN ISO 9001 ?

|  |  |
| --- | --- |
| B7 Yes | No. |

B8 Please give details of any steps you have taken to implement quality assurance within your company whether pursuant to BS EN ISO 9001 or otherwise.

|  |  |
| --- | --- |
| B8 Enclosed |  |
| Tick if enclosed |  |

B9 Please enclose a copy of any quality assurance documentation associated with B8 above.

|  |  |
| --- | --- |
| B9 Enclosed |  |

B10 Do you have a written complaints procedure? If so, please enclose a copy. If not, please give details of how your company handles complaints.

|  |  |
| --- | --- |
| B10 Yes | No |
| Enclosed |  |
| Tick if enclosed |  |

B11 State below the approximate number of staff in your company engaged in the type of work for which you are applying.

|  |  |
| --- | --- |
| **TYPE OF STAFF** | **NUMBER** |
| **Directors/Partners** |  |
| **Associates** |  |
| **Qualified IT Professionals** |  |
| **Others** |  |
| **Total** |  |

B12 Does your company have a specialist department/unit/section which deals with

(a) Housing Associations/Registered Social Landlords or

|  |  |
| --- | --- |
| B12a Yes | No. |

B13 If the answer to B12a is yes, please give full details of the organisation and the staffing of the unit. Include details of any particular areas of expertise relevant to this work.

|  |  |
| --- | --- |
| B13 Enclosed |  |
| Tick if enclosed |  |

B14 Please indicate whether arrangements can be made to inspect a sample of your products.

|  |  |
| --- | --- |
| B14 Yes | No. |

B15 References may also be sought as to the tenderers past performance with regard to the provision of services. Please list on the attached sheet the full names, addresses and other details requested of clients for which your company has carried out similar work within the last three years. Only include non social housing sector work where no social housing sector work has been undertaken. The information given should cover the whole range of work for which your company wishes to be considered. Please enclose a letter on your notepaper authorising the Gentoo Group to seek such references. (Please see attached sheet).

B16. Is your company certified to information security standard ISO 27001.

|  |  |
| --- | --- |
| B16 Yes | No. |

If no, would you provide any documentation, policies or procedures that your company have implemented relating to Information Security.

B17. Is an effective corporate governance system in place which identifies and addresses issues associated with conduct and standards of behaviour (e.g. bribery, corruption, fraud, illegal activity), if so can you please include some details on the system.

|  |  |
| --- | --- |
| B17 Yes | No. |

B18. Does your organisation have any operations outside of the UK. If so please detail which countries.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Organisation** | **Full Postal Address** | **Contract Name and Dates** | **Value to Date £** | **Nature of work** |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **4** |  |  |  |  |

**(NB: You may use additional sheets if necessary, but please mark clearly Question B16).**

## C Health and Safety

Companies not currently operating in the UK should attempt to answer each of the following questions, substituting where relevant the appropriate legislation/Codes of Practice etc. which are applicable within their domestic jurisdiction. You may be required, at a later date, to provide documentation to support your answers.

C1 Has a competent person been appointed to provide health and safety assistance as required by Regulation 6 of the Management of Health and Safety Work Regulations 1992?

|  |  |
| --- | --- |
| C1 Yes | No |

C2 If you have answered YES to C1, please state the name and position of the person together with details of experience and relevant qualifications in health and safety.

|  |
| --- |
| C2 Name |
| Position in organisation |
| Experience |
|  |
|  |

C3 Do you have a health and safety policy as required by Section 2(3) of the Health and Safety at Work Act 1974?

|  |  |
| --- | --- |
| C3 Yes | No |
| C3 Enclosed |  | |
| Tick if enclosed |  | |

C4 How are your health and safety policies and procedures communicated to your staff and administered within your company? (Please supply details).

|  |
| --- |
| C4 |
|  |
|  |
|  |

C5 Has your company, during the last three years, been prosecuted for contravention of the Health and Safety at Work etc. Act 1974, or equivalent national legislation? (If so please give full details)

|  |  |
| --- | --- |
| C5 Yes | No |
| C5 Enclosed |  | |

C6 Has your company been the subject of a formal investigation by the Health and Safety Executive, or similar national body charged with supervision of health and safety standards? (If so please give full details).

|  |  |
| --- | --- |
| C6 Yes | No |
| C6 Enclosed |  | |

C7 Have you undertaken risk assessments as required by the Management of Health and Safety at Work Regulations 1992 and associated legislation?

|  |  |
| --- | --- |
| C7 Yes | No |

C8 Do you have a health and safety training programme for your employees to ensure that they are competent for their duties?

|  |  |
| --- | --- |
| C8 Yes | No |

C9 Do all employees receive induction and/or safety training before actually undertaking work tasks?

|  |  |
| --- | --- |
| C9 Yes | No |

C10 Do you have a system in place for consulting with your employees on health and safety issues as required by the Safety Committee and Safety Representatives Regulations 1977 or the Health and Safety (Consultation with Employees) Regulation 1996?

|  |  |
| --- | --- |
| C10 Yes | No |

C11 Where appropriate do you undertake health surveillance of employees?

|  |  |
| --- | --- |
| C11 Yes | No |

C12 Please provide details of any accident/incident reported by, or on behalf of, your organisation to the Health and Safety Executive during the last three years, as required by the Reporting of Injuries, Disease and Dangerous Occurrence Regulations 1995.

|  |
| --- |
| C12 |
|  |
|  |

C13 Have the Health and Safety Executive taken any enforcement action (improvement, prohibition notices or legal proceedings) against your organisation in the last three years?

|  |
| --- |
| C13 |
|  |
|  |

C14 If you use sub-contractors, do you have a system in place for assessing their competence?

|  |  |
| --- | --- |
| C14 Yes | No |

C15 Do you agree to ensure that all your employees will comply with the relevant health and safety legislation, as well as any instructions from Gentoo Group’s supervising /Safety Officers, whilst you undertake any work on behalf of the Gentoo Group?

|  |  |
| --- | --- |
| C15 Yes | No |

Please tick if you have completed this questionnaire in the last year and quote the tender reference.

Tender Reference-

**ENVIRONMENTAL CONSIDERATIONS**

Please read the following statement:

At Gentoo we’re committed to becoming smarter in the way we consume resources, and to reducing the negative impacts we have on the Planet. We call this being more ‘**Planet Smart**’.

By being more **Planet Smart,** Gentoo is committed to making our direct and indirect operations less environmentally damaging. Everyone in Gentoo is working internally to reduce our direct operational impact, and we also wish to work with our partners, suppliers and subcontractors to reduce our wider impacts.

We consider these things not only an environmentally responsible thing to do as an organisation, but also things which make great business sense.

We intend to work with all our partners, suppliers and subcontractors of goods and services to make sure that all of the work we do is done with minimal environmental impact. As part of this process we wish to work together with suppliers and subcontractors to realise continual and measurable, reductions in organisational environmental impacts.

If you are successful with your submission can you please confirm that your Company will work with Gentoo Group to deliver our Planet Smart commitments and to realise continual and measurable, reductions in organisational environmental impacts as outlined above.

Signed ........................................................

Position .....................................................

**Organisations are required to complete the Environmental Questionnaire below.**

**1.** Has your organisation ever failed to fulfil the environmental requirements of a previous contract?

|  |
| --- |
| **YES/NO** *(delete as appropriate)* |

If the answer to the above question is **yes**, what steps has your organisation taken to ensure this does not happen when performing contracts in the future?

|  |
| --- |
|  |

**2.** Please provide the name of the person responsible for environmental management.

|  |
| --- |
|  |

**3.** Have any prosecutions been taken, cautions given, notices served or other action against your organisation or any of your Directors by any enforcement body responsible for protecting the environment (including a planning authority for breach of planning control)?

|  |
| --- |
| **YES/NO** *(delete as appropriate)* |

If the answer to the above question is **yes**, please provide details (including in the case of prosecutions details of charges, dates and venues of hearings, verdicts of the Court and penalties, if found guilty).

|  |
| --- |
|  |

**4.** Does your organisation have an environmental policy?

|  |  |
| --- | --- |
| **YES/NO** *(delete as appropriate)* | |
| If the answer to this question is **yes**, please tick the box to confirm the above document is enclosed: |  |

**5.** Does your organisation hold any of the following accreditations:

|  |  |
| --- | --- |
| ISO14001 | **YES/NO** *(delete as appropriate)*  If the answer to this question is **yes**, please tick the box to confirm a copy of the certificate confirming the certificate number and date of last validation is enclosed |
| EMAS | **YES/NO** *(delete as appropriate)*  If the answer to this question is **yes**, please tick the box to confirm a copy of the certificate confirming the certificate number and date of last validation is enclosed |

**6.** If you have answered ‘no’ to question 5 please confirm whether your organisation has an environmental management system (EMS) that is used to manage your business’s environmental performance and responsibilities. Please provide details of your EMS.

|  |
| --- |
|  |

**7.** Does your organisation currently measure and report consumption of and/or CO2 equivalent emissions from:

|  |  |  |
| --- | --- | --- |
|  | **Consumption** | **CO2 equivalent emissions** |
| Energy consumption in buildings | **YES/NO** *(delete as appropriate)* | **YES/NO** *(delete as appropriate)* |
| Transport and travel | **YES/NO** *(delete as appropriate)* | **YES/NO** *(delete as appropriate)* |
| Waste | **YES/NO** *(delete as appropriate)* | **YES/NO** *(delete as appropriate)* |
| Water consumption | **YES/NO** *(delete as appropriate)* | **YES/NO** *(delete as appropriate)* |
| Indirect sources (e.g. supply chain, procured goods and services) | **YES/NO** *(delete as appropriate)* | **YES/NO** *(delete as appropriate)* |

Where you have answered yes to any of the above, please provide:

|  |  |
| --- | --- |
| Evidence of CO2 equivalent emissions or consumption monitoring for no more than the last three years | Please tick to confirm this is enclosed |
| High level summary of the methodology of the used to calculate the CO2 emissions. | Please tick to confirm this is enclosed |

**8.** Has your organisation set any targets to reduce your consumption of resources or emission of CO2 equivalents over the past 3 years?

|  |
| --- |
| **YES/NO** *(delete as appropriate)* |

If the answer to the above question is **yes**, please provide details of progress towards them and any third party verification of meeting them.

|  |
| --- |
|  |

**9.** Gentoo will wish to work collaboratively with the successful tenderer(s) to reduce the CO2 equivalent emissions associated with their organisation and supply chain, **under the scope of the contract and over the period of the tender**.

Please tick to confirm that your organisation will work with Gentoo, where appropriate, to:

Establish a baseline of your organisation’s CO2 emissions through providing the information requested in the **attached template** of your direct operations, i.e. energy, waste, water and transport. (This data will be used by Gentoo to determine your existing CO2 baseline in accordance with accepted industry practices and subsequently shared with you)

Identify areas for CO2 reduction and agree mutually acceptable goals

Provide data on an on-going basis to enable progress towards goals to be measured against your baseline

**10.** Please include in your submission any examples of where you have previously worked in partnership with external entities to reduce consumption of resources (energy, transport, waste or water) or CO2 equivalent emissions.

|  |
| --- |
|  |

**11.** Does your organisation have a policy for minimising the effect of waste disposal on the environment?

|  |  |
| --- | --- |
| **YES/NO** *(delete as appropriate)* | |
| If the answer to this question is **yes**, please tick the box to confirm a copy of the most recent policy is enclosed: |  |

**12.** For services, products and activities associated with this tender what does your organisation consider to be the main areas of waste generation, and how will you reduce their impacts.

|  |
| --- |
|  |

**13.** Does your organisation have a policy for minimising soil, water and air pollution?

|  |
| --- |
| **YES/NO** *(delete as appropriate)* |

|  |  |
| --- | --- |
| If the answer to this question is **yes**, please tick the box to confirm a copy of the most recent policy is enclosed: |  |

**14.** Does your organisation have a policy for protecting ecological habitat?

|  |
| --- |
| **YES/NO** *(delete as appropriate)* |

|  |  |
| --- | --- |
| If the answer to this question is **yes**, please tick the box to confirm a copy of the most recent policy is enclosed: |  |

Where you have answered yes to the above please provide a copy of your policy.

**15.** Please provide details of how you engage your staff on environmental issues

|  |
| --- |
|  |

**16.** Does your organisation implement environmental control on your sub-contractors and suppliers?

**YES/NO** *(delete as appropriate)*

If the answer to above question is **yes**, please provide details.

|  |
| --- |
|  |

**13. VISION, MISSION AND VALUES**

**Vision**

To improve the art of living beyond our imagination.

**Mission**

We generate wealth by improving the lives of our customers and re-invest it through passionate people to create a climate for personal and collective opportunity.

**Values**

Believe nothing is impossible

Re-imagine the future

We cultivate a learning curiosity

Live authentic relationships

Give us all you’ve got

Optimise success through compliance

**14. EQUALITY AND DIVERSITY COMMITMENT:**

At Gentoo we are committed to the principles of equality, diversity and inclusion throughout the organisation, both in our role as an employer and as a service provider. WE are committed to not only meeting legal requirements, but going beyond these, turning good practice into excellent practice.

We are committed to working with our customers, staff, partners, contractors and suppliers, to advance equality of opportunity, eliminate discrimination, foster good relations, and to develop and deliver excellent products and services which are relevant, responsive and sensitive to the individual needs of our existing and future customers. We will ensure that all sections of the community in which we work have equal access to those services.

We value and celebrate diversity and treat everyone fairly and with respect. We do not tolerate bullying, harassment or intimidation of any individual or group, and we oppose all forms of discrimination, recognising that discrimination creates barriers to achieving equality for all people. Specifically, we will not treat anyone less favourably because of their age, disability, gender re-assignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

We require those working with us or supplying services to us, to share our values and commitments, and to work to the same principles. We will challenge those who do not uphold our values or who go against our principles on equality and diversity, and will re-consider our continued relationship with any such person or organisation.

Please confirm that in your organisation’s role both as an employer and supplier / service provider, you will operate in a way which complies with relevant legislation, demonstrates your commitment to the above statements, and which reflects the commitments made in Gentoo’s equality and diversity policies which are available on request.

**Yes I have read the above and can confirm our commitment to the same principles:**

Signed: …..……………………………

Position: …..…………………………...

Organisation: ……..…………………………

*Should you like any additional information about Gentoo’s commitment to equality and diversity, or how we may be able to help your organisation work to the same principles then please contact Pam Walton on (0191) 525 5000*

**15. SAFEGUARDING**

Is it likely that in your line of business in working with the Group you may come into contact with any of our tenants, this could be by directly working in their own home or by working in a communal area in one of our properties.

If yes

* Please read the Group’s attached commitment statement and acknowledge that you have read and understood it.
* Please read the Group’s attached community safety strategy and acknowledge that you have read and understood it.

If you have any queries please contact us and we will come back to you to discuss it further.

Does your organisation have a safeguarding policy. Yes/No

If yes please upload a copy

Has the policy been checked by the local authority area you currently work in for both children and adult safeguarding boards. Yes/No

If yes please provide evidence

Do you provide any in house training for your staff in relation to safeguarding. Yes/No

If yes please provide evidence



**Safeguarding Commitment**:

At Gentoo we regard the safeguarding of children, young people and vulnerable adults as paramount within all of our activities whether this involves direct or indirect contact.

Staff, board members, volunteers and our partners may regularly come into contact with these vulnerable groups as part of the regular housing, repairs and neighbourhood management functions, or during our care and support role. We have robust policies and procedures in place regarding safeguarding children, young people and vulnerable adults. They give clear direction on how we will provide a safe environment for these customers whilst carrying out our work, and how we are committed to report any abuse which may be evident to us, or is disclosed to us to the relevant authorities. We would also aim to prevent abuse wherever possible.

We will challenge those who do not uphold our values or go against our principles with regard to safeguarding, and would reconsider our continued relationship with any such person or organisation. We are committed not only to meeting our legal and moral obligations with regard to safeguarding, but going beyond these, turning good practice into excellent practice.

Please sign below to indicate that you have read Gentoo’s Safeguarding commitment and can confirm that your organisation is committed to the same principles.

Yes, I have read the above and can confirm our commitment to the same principles:

 Signed .......................................................

Position .....................................................

Organisation .............................................

**Community Safety Strategy**

**2013 - 2016**

***‘Everyone within our communities feels safe and secure’***

The overarching aim of Gentoo’s Community Safety Strategy is that:

Everyone within our communities feels safe and secure

In achieving this aim, the Strategy will deliver against the following four strategic objectives:

|  |  |
| --- | --- |
| Objective 1 | Prevent and minimise ASB and perceptions of it using an approach which combines prevention and early intervention, and appropriate enforcement. |
| Objective 2 | Empower our communities to feel safe and secure |
| Objective 3 | Provide tailored support and safeguarding measures to victims and offenders to achieve positive outcomes. |
| Objective 4 | Engage and communicate with others to deliver sustainable solutions and outcomes and manage expectations of those involved. |

Objective 3 regarding safeguarding is important for all staff members, volunteers, board members and contractors, as Safeguarding our most vulnerable people is everyone’s business.

Our policy and procedures recognise the three overarching principles of **prevention**, **protection** and **support** which are principles in both the safeguarding of Children/Young People and also Vulnerable Adults..

**Prevention –** byattempting to reduce and deter the risk of a child /vulnerable adult from suffering some form of abuse.

**Protection –** by allstaff being recruited and trained to follow the Group’s Safeguarding Childrens / Safeguarding Adults Policy and Procedureand respond effectively to any suspicions of abuse.

**Support –** by looking after all our staff who have handled suspicions or allegations of abuse as well as supporting those who have suffered abuse which we have come into contact with. Gentoo will ensure that external support is sought where appropriate.

**Vulnerable Adults – Types of Abuse**

The categories and indicators of abuse which may take place are outlined below. Some groups of people may be more particularly vulnerable to a type of abuse. For example, those with physical or learning disabilities, asylum seekers, those in financial difficulty or without independent access to financial resources, older and younger persons and those with any kind of substance dependency. This is not an exhaustive list and it is worth noting that abuse can happen to anyone.

**Forms of Abuse**

**Physical abuse** – is the physical ill-treatment of an individual, for example punching, hitting, slapping, pushing, kicking, shaking or pinching, which may or may not cause physical injury.

Physical abuse can also occur when people are not provided with adequate care or support, causing them unjustifiable discomfort. This includes unwarranted and inappropriate restraint, forced isolation or confinement and the withholding of necessary aids.

Physical abuse also includes the improper administration of drugs or treatments or the denial of prescribed medication.

**Psychological abuse** – results from being repeatedly made to feel unhappy, anxious, afraid, humiliated or devalued by the actions or inactions and/or the attitudes of others.

**Financial Abuse –** involves an individual’s money or belongings being inappropriately used by another person or persons.

**Sexual abuse –** includes acts which involve physical contact and others which do not. It includes one-off assault or sexual acts within an on-going relationship in which the adult’s vulnerability precludes consent or the power imbalance is too great for their consent to be considered valid.

**Institutional Abuse -** includes the practice of an abusive regime or culture whichdestroys the dignity and respect to which every person is entitled. It is the mistreatment of people brought about by poor or inadequate care or support, and poor practice that affects the whole setting. It occurs when the individual’s wishes and needs are sacrificed for the smoothrunning of a group, service or organisation.

**Discriminatory Abuse -** may manifest itself as any of the other categories of abusepreviously stated. What is distinctive, however, is that discriminatory abuse is motivated by oppressive and discriminatory attitudes towards a person’s: disability – physical or learning disability, mental ill-health or sensory impairment, race, gender/gender identity, age, religion, cultural background, sexual orientation, political convictions, appearance.

**Neglect -** is the deliberate withholding or unintentional failure to provideappropriate and adequate care and support, which is necessary for the adult tocarry out daily living activities. Active neglect constitutes a refusal to undertake acare giving obligation and passive neglect is the general failure to fulfil a caringobligation.

**Safeguarding Adults: Code of Conduct**

**General behaviour of all staff/contractors/volunteers**

* Provide warm, friendly and consistent care.
* Respect the customer’s background and culture.
* Have a commitment to equality and diversity, tailoring our approach and services to meet individual needs.
* Be familiar with up to date legislation and appropriate guidelines for good working practice.
* Be aware of the accepted procedures, in line with Sunderland Safeguarding Adults Procedural Framework, should a vulnerable adult disclose information of abuse or if they suspect abuse or if an allegation is made. Also be aware of the system adopted by Gentoo in their use of a centralised safeguarding team who will make all alerts for consistency and quality of information.
* Provide feedback to the victim or alerter where possible.

**Children and Young People – Types of Abuse**

**Below are listed the types of abuse children and young people face and that you may come across in your daily work.**

|  |
| --- |
| **Physical Abuse:**  Physical Abuse may involve hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating, or otherwise causing physical harm to a child. Physical harm may also be caused when a parent or carer fabricates the symptoms of, or deliberately induces illness in a child. |
| **Neglect:**  Neglect is the persistent failure to meet a child's basic physical and/or psychological needs, likely to result in the serious impairment of the child's health or development. Neglect may occur during pregnancy as a result of maternal substance misuse.  Once a child is born, neglect may involve a parent or carer failing to provide adequate food and clothing, shelter including exclusion from home or abandonment, failing to protect a child from  physical harm and emotional harm or danger, or the failure to ensure adequate supervision including the use of inadequate care-takers or the failure to ensure access to appropriate medical care or treatment.  It may also include neglect of, or unresponsiveness to, a child's basic emotional needs. |
| **Sexual Abuse:**  Sexual Abuse involves forcing or enticing a child or young person to take part in sexual activities, including prostitution, whether or not the child is aware of what is happening. The activities may involve physical contact, including penetrative or non-penetrative acts.  They may include non-contact activities, such as involving children in looking at, or in the production of, pornographic material or watching sexual activities or encouraging children to behave in sexually inappropriate ways. |

|  |
| --- |
| **Emotional Abuse:**  Emotional abuse is the persistent emotional maltreatment of a child such as to cause severe and persistent adverse effects on the child's emotional development. It may involve conveying to the child they are worthless or unloved, inadequate, or valued only insofar as they meet the needs of another person.  It may feature age or developmentally inappropriate expectations being imposed on children.  These may include interactions that are beyond the child’s developmental capability, as well as overprotection and limitation of exploration and learning or preventing the child participating in normal social interaction.  It may involve seeing or hearing the ill-treatment of another.  It may involve serious bullying causing children frequently to feel frightened or in danger or the exploitation or corruption of children.  Some level of emotional abuse is involved in all types of maltreatment of a child though it may occur alone.  (Source: Working Together to Safeguard Children, 2010) |
|  |

**Safeguarding Children/Young People: Code of Conduct**

**Encountering children/young people**

**Do:**

* Be vigilant for any possible signs of abuse.
* Respect the background of the child/young person you encounter.
* Exercise caution about being alone with a child/young person. In situations where this is unavoidable, ensure another worker or volunteer knows what you are doing and where you are.
* Ensure that any physical contact is open and initiated by the child/young person’s needs.
* Listen to children/young person and take every opportunity to raise their self-esteem.
* Seek advice and support from the Operational Officers or one of the Safeguarding Children Champions if you have any queries.
* Communicate within clear and explicit professional boundaries, this includes the wider use of technology such as mobile phones, text messaging, emails, digital cameras, videos, web-cams, websites and blogs.

**Do Not:**

* Use any kind of physical punishment.
* Smoke in front of a child/young person.
* Use non-prescribed drugs or be under the influence of alcohol.
* Use any inappropriate language.
* Meet with children/young people outside of organised activities, unless it is with the knowledge and consent of the parents.
* Let allegations a child/young person makes go unrecorded or not acted upon.
* Share personal information with a child or young person.
* Give personal contact details including e-mail, home or mobile numbers, unless the need to do so is agreed with senior management and parents/carers.

**Duty of Care**

There is a responsibility or ‘Duty of Care’ which is shared by all staff and volunteers, at all levels, to take appropriate action where there is a suspicion, concern or allegation of abuse. This means that allegations or suspicions **cannot be ignored**. Staff must raise their concerns about abuse immediately. Failure to do so is a failure in their personal duty of care.

**What to do?**If you think you have seen any signs of abuse in either a child or a vulnerable adult, or if you are not sure of something that you think is suspicious, or you just want to talk something through with someone, then please telephone the safeguarding team on  **0191 5255000 and ask for the safeguarding team.** At present, the Community Safety Officer, Jess Clark Barkess is responsible for safeguarding and reporting alerts, and her direct number is 0191 525 5681(jess.clark-barkess@gentooliving.com). At present, Julie Lister is the Operations Manager for Community Safety and Safeguarding and she can be contacted directly on 0191 525 5671 (julie.lister@gentooliving.com). Please feel free to use any of these numbers or emails if you want help or advice.

Similarly, if someone discloses abuse to you, please take note of the procedures above and contact a member of the Safeguarding Team urgently.

16. **CODE OF CONDUCT**

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| --- | --- | --- |
| **First impressions – our uniform and ID**   * Always adopt a professional approach from first contact to the completion of the work * Introduce yourselves, present your photo ID, be clean and tidy in your appearance and always wearing the appropriate uniform   **Respect for our customers**   * Be polite and courteous at all times * Engage with the customer to allay concerns and respect their personal circumstances * Ensure they are happy throughout the works   **Respect for our customers’ homes**   * Treat customers’ homes as thoughtfully as your own using dust sheets and offering assistance where required, keep the work area clean & tidy at the end of each day * Respect the customer’s home (inside & out) by not using their facilities, smoking, playing music, eating, using inappropriate language, using mobile phones or other unacceptable behaviour * Make use of our own staff facilities – provided for staff use and welfare * Work to standard hours and maintain security of our customers’ homes * Reconnect mains services and reposition appliances   **Communication with our customers**   * Be friendly, clear and concise * Keep customer informed of what, when and where improvements or repair work need to be carried out before and throughout the work * Listen to what customers have to say and act upon it as appropriate * Confirm with customers that their work has been completed to their satisfaction with any outstanding issues rectified promptly * Adhere to Gentoo’s published complaints procedure * Always inform the customer if any timescales alter |  | **Safe and Tidy Working**   * Following good health and safety practice, through identification of hazards, correct storage of equipment and materials, clearing debris and general safe working procedures * Be considerate to our customers and the environment when parking vehicles * Communicate and reinforce the Code of Conduct to the whole site team, including Sub-Contractors * Check finished work for cleanliness and explain how to use new installations upon completion   **As a contractor we will**   * Act in a positive, friendly and professional manner * Go that extra mile * Get it right first time, every time, to the highest quality * Deliver excellence as a team * Keep promises and appointments with customers * Treat customers’ homes like our own * Reinforce and strengthen the Gentoo Brand |

17. TUPE

**Transfer of Undertakings (Protection of Employment) Regulations 2006**

It is possible that Transfer of Undertakings (TUPE) may apply to this contract. We have supplied (see attachment) some supplementary Employee Liability Information that will facilitate the re-tendering of the contract and will enable bidders to formulate a bid.

Tenderers are advised to make sure they review this information so as to ensure that their bids fully take into account the potential effect of TUPE on their proposals for delivering the services identified within this tender document.