

# NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE CONSULTANCY AGREEMENT FOR SPECIFIC PROJECT SERVICES

## 1. BASIC DETAILS

1.1.	NAME AND ADDRESS OF CONTRACTOR (including Company Registration Number if relevant)	CG Cleaning Ltd 50 Smethurst Lane Bolton BL3 3QE 05038419			
1.2.	DESCRIPTION OF CONTRACTOR	Cleaning Contractor			
1.3.	DESCRIPTION OF PROJECT SERVICES	Office Cleaning Services and Window Cleaning, Feminine Hygiene disposals, Air Fresheners and Consumable Products			
1.4.	NICE BUDGET HOLDER				
1.5.	NICE PROJECT MANAGER				
1.6.	NOMINATED MANAGER OF CONTRACTOR				
1.7.	CONTRACTOR AUTHORISED SIGNATORY				
1.8.	DATE AGREEMENT SIGNED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">01</td> <td style="width: 33%; text-align: center;">05</td> <td style="width: 33%; text-align: center;">2015</td> </tr> </table>	01	05	2015
01	05	2015			
1.9.	DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">D</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">Y</td> </tr> </table>	D	M	Y
D	M	Y			
1.10.	DATE AGREEMENT ENDS (IF FIXED DATE)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> <td style="width: 33%; height: 20px;"></td> </tr> </table>			
1.11.	CONTRACT NUMBER				
1.12.	PROJECT NUMBER				

IT IS AGREED AS FOLLOWS

## 2. DEFINITIONS

"Agreement"	this Agreement and any Annexes attached to it.
"the Contractor"	the person in 1.1 or any partner, employee, agent, sub-contractor or other lawful representative of the person in 1.1.
"the Location"	"NICE premises Manchester"
"NICE"	the National Institute for Health and Care Excellence of 10 Spring Gardens, London, SW1A 2BU
"the National Minimum Wage (NMW)"	The National Minimum Wage (NMW) is a minimum amount per hour that most workers in the UK are entitled to be paid.– see: <a href="http://www.nidirect.gov.uk/the-national-minimum-wage-rates">http://www.nidirect.gov.uk/the-national-minimum-wage-rates</a>
"the Party"	either "NICE" or the "Contractor"
"the Parties"	both "NICE and the Contractor"
"the Project Services"	the Project Services set out in 1.3 as more fully described in Annex 1.

## 3. AGREEMENT

- 3.1. In consideration of NICE making certain payments to the Contractor, the Contractor has agreed to provide the Project Services to NICE on the terms and conditions of this Agreement.
- 3.2. The contractor agrees to pay at least The National Minimum Wage (NMW) Rate to his operatives employed on NICE premises, making application for price increases for such increased costs to 3 months prior to the commencement of such change.
- 3.3. The payments for the Project Services are fixed and no further payments shall be made by NICE, unless there is a change to The NMW Rate per hour as detailed in 3.2.

## 4. OBLIGATIONS OF THE CONTRACTOR

- 4.1. The Project Services
  - 4.1.1. The Contractor shall carry out the Project Services in accordance with Annex 1 and to a quality acceptable to NICE.
  - 4.1.2. No material changes to the Project Services shall be permitted without the written consent of NICE Project Manager.
  - 4.1.3. The Contractor shall use its best endeavours to achieve the Service Level Agreements (SLAs) set out in Annex 5 at Green status and where not

achieved shall resolve any issue by the end of the next shift or within 48 hours ("the SLA").

#### 4.2. Sub-Contractors

4.2.1. The Contractor shall agree with NICE the use of any sub-contractor to carry out any part of the Project Services.

4.2.2. The Contractor shall ensure that any sub-contractor it uses adheres to the obligations of this Agreement as if the sub-contractor were the Contractor.

#### 4.3. Instructions

4.3.1. The Contractor shall comply fully with the instructions of the Project Manager and, if the Contractor is working in NICE, with the office rules of NICE.

#### 4.4. Financial Control

4.4.1. The Contractor shall keep accurate books and accounts in respect of the Project Services and, if requested in writing by NICE, shall (at its own expense) have them certified by a professional firm of auditors.

4.4.2. The Contractor shall permit NICE to inspect and take copies (at NICE's expense) of any financial information or records NICE requires which relate to this Agreement.

#### 4.5. Communication

4.5.1. The Contractor shall ensure that all communications with NICE concerning the Project Services shall only be between the nominated representatives of both Parties, that is, NICE Project Manager who shall be the Manager nominated by NICE from its own staff or such other person as NICE shall nominate in writing, and the nominated manager of the Contractor.

#### 4.6. Laws and Regulation

4.6.1 The Contractor shall adhere to all laws and regulations relating to the provision of the Project Services.

4.6.2 The Contractor shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the Services. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Contractor shall comply with such agreements or codes of practices as if they were incorporated into English law subject to those voluntary agreements being cited in tender documentation.

4.6.3 While at the Location, the Contractor shall comply, and shall ensure that its employees comply with, the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued thereunder, and with NICE's and any Beneficiary's own policies and procedures.

4.6.4 The Contractor shall at all times maintain a specific Health and Safety at Work policy relating to the employment of his own staff whilst carrying out their duties in relation to the Contract on the NICE's or any Beneficiary's premises.

The Contractor shall ensure the co-operation of its employees in all prevention measures designed against fire, or any other hazards, and shall notify NICE's of any change in the Contractor's working practices or other occurrences likely to increase such risks or to cause new hazards.

## **5. OBLIGATIONS OF NICE**

### **5.1. Monitoring**

NICE shall monitor the provision of the Project Services at its discretion. To assist in this, the Contractor shall provide such written reports as NICE shall reasonably request.

## **6. TERM**

6.1. Except for those clauses 10, 12 and 16 which shall continue after this Agreement terminates, this Agreement shall begin on the date set out in clauses 1.8 or 1.9 and end on the date set out in clause 1.10.

## **7. PAYMENT**

- 7.1. Subject to the due performance of the Contractor's obligations, NICE will pay all invoices submitted by the Contractor in accordance with Annex 4 within 30 days of their receipt.
- 7.2. The Contractor shall send all invoices to NICE, clearly quoting the contract number.
- 7.3. Invoices sent to NICE shall be accurate and correct in all respects. NICE reserves the right to return incorrect or inaccurate invoices to the Contractor for rectification and re-issuance..
- 7.4. NICE reserves the unconditional right to withhold payment of the final invoice or invoices until the Project Services are successfully concluded to the satisfaction of NICE and NICE receives a copy of any relevant work created as a result of the Project Services in a form acceptable to the NICE.

## **8. STAFF AND RESOURCES**

- 8.1. The Contractor shall be fully responsible in every way for all its staff and all consultants (whether part-time or full-time).
- 8.2. The Contractor shall ensure that it complies with all current employment legislation and in particular, does not unlawfully discriminate within the meaning of the Equality Act 2010 (as amended) the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any other relevant legislation relating to discrimination in the employment of employees for the purpose of providing the Services. The Contractor shall take all reasonable steps (at its own expense) to ensure that any employees employed in the provision of the Services do not unlawfully discriminate within the meaning of this Clause 8.2 and shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.2; and
- 8.3. in the management of its affairs and the development of its equality and diversity policies, the Contractor shall co-operate with NICE in respect of NICE's obligations to comply with statutory equality duties. The Contractor shall take such steps as NICE

considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age in the provision of the Services.

- 8.4 The Contractor shall notify NICE immediately of any investigation of or proceedings against the Contractor under the Equality Act 2010 and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.
- 8.7 The Contractor shall indemnify NICE against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by NICE arising out of or in connection with any investigation conducted or any proceedings brought under the 2010 Act due directly or indirectly to any act or omission by the Contractor, its agents, employees or sub-contractors.
- 8.8 The Contractor shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.
- 8.9 NICE shall have the right to be consulted on what staff will be appointed to provide the Project Services.
- 8.10 The Contractor undertakes to NICE that any person assigned to NICE to supply the Project Services is an employee of the Contractor and that employee(s) shall not be transferred from this assignment without the prior written consent of NICE.

## **9. INSURANCE**

- 9.1. The Contractor shall maintain an appropriate insurance policy to cover its liabilities to NICE under this Agreement for the duration of the Agreement.
- 9.2. The Contractor shall supply a copy of any relevant insurance policy to NICE together with proof of payments of all premiums if required.

## **10. INTELLECTUAL PROPERTY AND COPYRIGHT**

- 10.1. The Contractor recognises that the Intellectual Property and Copyright in any work which is created as a result of the Project Services by the Contractor or its servants, agents, consultants or independent contractors shall belong to NICE.
- 10.2. In consideration of NICE paying for the Project Services the Contractor with full title guarantee assigns or agrees to procure the assignment to NICE of all vested contingent and future Intellectual Property rights and Copyright in any work created as a result of the Project Services to hold to NICE its successors and assigns absolutely throughout the world for the full period of those rights.
- 10.3. The Contractor warrants to NICE that in relation to any work created by itself, its servants, agents, consultants or independent contractors, as a result of the Project Services, that:-
  - 10.3.1. such work is not a violation of any existing copyright anywhere;
  - 10.3.2. such work does not contain anything objectionable, obscene or libellous;
  - 10.3.3. all statements contained in any such work which purport to be facts are true.

- 10.4. If the Contractor incorporates any copyrightable work in any work it produces or has produced on its behalf then it shall ensure that appropriate permissions to use that work are obtained in writing. The NICE Project Manager shall have the right to see such permissions.
- 10.5. The Contractor shall procure that any independent author or part-author of any copyrightable material created as a result of the Project Services, assigns the copyright with full title guarantee to NICE and waives any moral rights under the Copyright, Designs and Patents Acts 1988. Any assignment and/or waiver under this sub-clause shall be on NICE's standard terms set out in Annex 3. The Contractor shall do this as soon as reasonably possible after the creation of any such work.
- 10.6. It is the policy of NICE to associate authors with their works. However, there may be exceptional circumstances where this would be to the detriment of the NICE. In an exceptional circumstance NICE, as copyright owner, would reserve the right to disassociate the author from the work.

## **11. PUBLIC REPUTATION OF THE PARTIES**

- 11.1. Both Parties recognise the other Party's public reputation and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.

## **12. CONFIDENTIALITY**

- 12.1. In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this clause 12, each party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
- 12.2 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;
- 12.3 the provisions of this clause 12 shall not apply to any Confidential Information which:
  - (a) is in or enters the public domain other than by breach of the Contract or other act or omissions of the Recipient;
  - (b) is obtained by a third party who is lawfully authorised to disclose such information; or
  - (c) is authorised for release by the prior written consent of the Discloser; or
  - (d) the disclosure of which is required to ensure the compliance of the Institute with the Freedom of Information Act 2000 (the FOIA).
- 12.4 Nothing in this clause 12 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where the Contractor is the Recipient, to the Contractor's immediate or ultimate holding company provided that the Contractor procures that such holding company complies with this clause 12 as if any reference to the Contractor in this clause 12 were a reference to such holding company.

- 12.5 The Contractor authorises NICE to disclose the Confidential Information to such person(s) as may be notified to the Contractor in writing by NICE from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the goods supplied in accordance with the Contract, such exercise being commonly referred to as "benchmarking". NICE shall use all reasonable endeavours to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. NICE shall not without good reason claim that the lowest price available in the market is the realistic market price.
- 12.6 The Contractor acknowledges that NICE is or may be subject to the Freedom Of Information Act (FOIA). The Contractor notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. The Contractor will act in accordance with the FOIA, these Codes of Practice and these Regulations (and any other applicable codes of practice or guidance notified to the Contractor from time to time) to the extent that they apply to the Contractor's performance under the Contract.
- 12.7 The Contractor agrees that:
- 12.7.1 Without prejudice to the generality of clause 12.2, the provisions of this clause 12 are subject to the respective obligations and commitments of NICE under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004;
- 12.7.2 subject to clause 12.7.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for NICE;
- 12.7.3 where NICE is managing a request as referred to in clause 12.7.2, the Contractor shall co-operate with NICE and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 12.8 The Contractor shall and shall procure that its sub-contractors shall:
- 12.8.1 transfer the any request for information, as defined under section 8 of the FOIA, to NICE as soon as practicable after receipt and in any event within five (5) working days of receiving a request for information;
- 12.8.2 provide NICE with a copy of all information in its possession or power in the form that NICE requires within five (5) working days (or such other period as NICE or a Beneficiary may specify) of the Institute or a Beneficiary requesting that Information; and
- 12.8.3 provide all necessary assistance as reasonably requested by the Institute to enable NICE to respond to a request for information within the time for compliance set out in section 10 of the FOIA.

- 12.9 NICE may consult the Contractor in relation to any request for disclosure of the Contractor's Confidential Information in accordance with all applicable guidance.
- 12.10 This clause 12 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data or which relates to a patient, his or her treatment and/or medical records. Save as aforesaid and unless otherwise expressly set out in the Contract, this clause 12 shall remain in force for a period of 3 years after the termination or expiry of this Contract.
- 12.11 In the event that the Contractor fails to comply with this clause 12, NICE reserves the right to terminate the Contract by notice in writing with immediate effect.

### **13. Data Protection**

- 13.1 The Contractor shall comply with the Data Protection Act 1998 ("the 1998 Act") and any other applicable data protection legislation. In particular the Contractor agrees to comply with the obligations placed on the Authority and any Beneficiary by the seventh and eighth data protection principles ("the Seventh Principle") and ("the Eighth Principle") set out in the 1998 Act, namely:
- 13.1.1 to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on NICE and any Beneficiary by the Seventh Principle;
- 13.1.1.1 to ensure that data is not transferred to any other country without adequate data protection in place and to comply with the obligations imposed on NICE and any Beneficiary by the Eighth Principle.
- 13.1.2 only to process Personal Data for and on behalf of NICE and any Beneficiary, in accordance with the instructions of NICE or such Beneficiary and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the 1998 Act;
- 13.1.3 to allow NICE to audit the Contractor's compliance with the requirements of this Clause 13 on reasonable notice and/or to provide NICE with evidence of its compliance with the obligations set out in this Clause 13
- 13.2 The Contractor agrees to indemnify and keep indemnified NICE and any Beneficiary against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by NICE and any Beneficiary as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Contractor's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Contractor, its employees or agents in the Contractor's performance of the Contract or as otherwise agreed between the Parties.
- 13.3 Both Parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. For the avoidance of doubt, this includes the Contractor providing NICE and any Beneficiary with reasonable assistance in complying with subject access requests served on NICE and any Beneficiary under Section 7 of the 1998 Act and the Contractor consulting with NICE and any Beneficiary prior to the disclosure by the Contractor of any Personal Data in relation to such requests.

## **14. GIFTS AND PAYMENTS OF COMMISSION**

- 14.1. The Contractor shall not offer or give to any member of staff of NICE or a member of their family any gift or consideration of any kind (including the payment of commission) as an inducement or reward for doing something or not doing something or for having done something or having not done something in relation to the obtaining of or execution of this Agreement or any Agreement with NICE. This prohibition specifically includes the payment of any fee or other consideration for any work in respect of or in connection with the Project Services carried out by a member of staff of NICE to that member of staff or to a member of their family.
- 14.2. Any breach of this condition by the Contractor or anyone employed by the Contractor (with or without the knowledge of the Contractor) or the commission of any offence under the Bribery Act (2010) shall entitle NICE to terminate this Agreement immediately and/or to recover from the Contractor any payment made to the Contractor.

## **15. INDEMNITY**

- 15.1. If the Contractor shall breach this Agreement in any way then it shall fully indemnify NICE from any losses, costs, damages or expenses of any kind, whether direct or indirect, which arise out of or are connected with that breach.

## **16. LIMITATION OF LIABILITY**

- 16.1. NICE shall not be liable to the Contractor for any indirect or consequential loss, damage, injury or costs whatsoever which arise out of or are connected with NICE's adherence or non-adherence to the terms and conditions of this Agreement. Except in the case of death or personal injury caused by negligence, and fraudulent misrepresentation or in other circumstances where liability may not be so limited under any applicable law.

## **17. TERMINATION**

This Agreement shall terminate in the following circumstances:

### **17.1. Breach**

17.1.1. In the event that either Party fails to observe or perform any of its obligations under this Agreement in any way then the other Party may end this Agreement on 30 days written notice; but

17.1.2. If the breach complained of by a Party, cannot be remedied to the satisfaction of that Party, then this Agreement shall end immediately on the service of such notice on the other Party;

17.1.3. In every other case if the breach complained of is remedied to the satisfaction of a Party within the notice period this Agreement shall not end;

### **17.2. Repeat of Breach**

17.2.1. Either Party reserves the right to end this Agreement immediately by written notice if a Party repeats any breach of this Agreement after receiving a written

notice from the other Party warning that repetition of the breach shall or may lead to termination (whether or not the repeated breach is remedied within 30 days);

### 17.3. Insolvency

17.3.1. This Agreement shall end immediately if the Contractor goes into liquidation or suffers a receiver or administrator to be appointed to it or to any of its assets or makes a composition with any of its creditors, or is in any other way unable to pay its debts;

### 17.4. Change of Management Control

17.4.1. NICE reserves the right to immediately end this Agreement upon any change of the Contractor's management or control within 28 days of NICE finding out of such change. The Contractor shall promptly notify NICE in writing of any such change of management or control.

### 17.5. Unsatisfactory Evaluation of the Project Services

17.5.1. In the event that the outcome of any evaluation of the Project Services carried out by NICE under this Agreement is unsatisfactory NICE may terminate this Agreement on 30 days' written notice.

17.6 In addition to its rights under any other provision of the contract NICE may terminate the contract at any time by giving the contractor three months' written notice

## 18. MISCELLANEOUS

It is further agreed between the Parties:

### 18.1. Waiver

18.1.1. No waiver or delay in acting upon or by NICE of any of the requirements of this Agreement shall release the Contractor from full performance of its remaining obligations in this Agreement.

### 18.2. Whole Agreement

18.2.1. The Parties acknowledge that this Agreement contains the whole Agreement between the Parties and supersedes all previous agreements whether express or implied.

### 18.3. Variation

18.3.1. This Agreement cannot be varied except in writing and signed by the lawful representatives of both Parties.

### 18.4. Governing Law

18.4.1 This Agreement shall be governed in all respects by English Law.

**Signed for and on behalf  
of NICE**

	<b>Signature</b>	<b>Name and title</b>	<b>Date</b>
<b>Associate director of Procurement and IT</b>		<b>Associate Director of Procurement and IT</b> Barney Wilkinson	

<b>Contract Manager</b>		<b>Facilities Manager</b>	
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<b>Budget Holder</b>		<b>Director of Business Planning and Resources</b>	
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**Signed for and on behalf  
of the Provider**

	<b>Signature</b>	<b>Name and title</b>	<b>Date</b>
<b>Project Supervisor</b>			

<b>Authorised Signatory:</b>			
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**This contract is not valid until all Signatures have been completed**

## ANNEX 1

The Facilities Manager is responsible for ensuring that the working environment is clean and safe for all NICE staff and visitors.

CG Cleaning ( the Contractor) has been selected to undertake the Cleaning of NICE premises and to provide the additional services (listed in section 6) and appropriate consumables in Manchester (UK) for a period:

1. From 1<sup>st</sup> May 2015 for 3 months with regular review meetings.
2. During the second month the option to extend the contract to 12 months will be addressed.
3. During the ninth month the option to extend for a further 12 months will be addressed.

### 2. Scope of Work

Areas to be cleaned:

All common areas, washrooms, showers, lifts, all meeting rooms, 2 x reception, café, tea points, first aid room, library area, photo copying areas, all cellular offices and open plan area incorporating 495 workstations.

Total floor space is 4395.89 sqm /47317 sq ft

Floor plan is attached at Annex 6 and may be subject to change.

Staffing:

The contract allows for six cleaning operatives and one working supervisor each working for 2.5 hours per day plus one daytime cleaner for 7.50 hours per day 8:00am – 4:00pm. However it is for the contractor to propose the staffing levels to achieve the required standards, additionally, they shall ensure all staff have the right to work in UK and that any necessary background checks are undertaken by their organisation prior to operatives commencing work. The contractor is responsible for undertaking these checks on the staff provided and thus any costs associated with the checks shall be borne by the contractor.

Passport photos of each cleaner will be required to be submitted to NICE by the contractor for identification purposes only and cleaning operatives may only be changed on written notification to NICE Facility Manager or delegate. The written notification must contain:

- The name of the person leaving
- The name of their replacement
- The leaving date of the person leaving
- The start date of their replacement

The above information must be provided in writing to the Facility Manager before the start date of the replacement cleaning operative. Failure to do may result in the replacement operative not being allowed on site.

### Cleaning Times:

The office is in use from 7.00 am until 5.30 pm Monday to Friday, daily cleaning must be scheduled **outside** of these hours other than the daily 8.0 hr daytime cleaner

The Management of the contractor shall be required to check that the cleaning operatives are carrying out the tasks as requested and that any points raised by NICE are resolved to NICE's

satisfaction. An effective communication route is required between NICE and the contractor. These aspects shall be part of the performance measurement programme.

### Monitoring of the Service

NICE and contractor will meet on a monthly basis to monitor and discuss progress and any potential issues. A performance measurement programme will be agreed between NICE and the contractor after contract award and defined in Annex 7.

### **3. Security**

CRB checks shall be required as part of any new recruitment of new staff taken on during the contract. The Contractor shall undertake the CRB checks and be responsible for any costs associated with this process. No costs whatsoever will be passed onto NICE.

### **4. Training**

The Contractor shall assess the training needs of all new staff by means of a Training Needs Analysis and will ensure NVQ Level 2 training is provided for all operatives. In-house training shall be made available to all operatives. NVQ level 2 – update training shall also be available. Onsite training shall be provided and all operatives performance will be continuously monitored.

## 5. Specification

Entrance, Reception, Meeting Rooms, Informal Meeting Areas	
Daily	Weekly
<p>Remove finger marks from entrance doors, internal vision panels and internal partition glazing, reception glazing and security gate consuls.</p> <p>Clean any NICE signs or boards as appropriate.</p> <p>Dust and damp wipe reception desk and the stainless steel security gate consuls.</p> <p>Vacuum all upholstered chairs to reception.</p> <p>Vacuum all carpeted areas paying special attention to corners and edges.</p> <p>Spot clean stains to carpets.</p> <p>Damp wipe and dry buff meeting room tables as appropriate, removing all smear marks.</p> <p>Check chairs for crumbs or debris and remove, reset chairs neatly around meeting room tables.</p> <p>Remove any remaining crockery, glasses or cutlery from meeting rooms and take to kitchen for washing.</p> <p>Remove finger marks from light switches, doors, door finger plates and architrave.</p> <p>Dust and damp wipe all sills, ledges, skirting's etc. to reception and meeting rooms ensuring they are free from dust at all times.</p> <p><b>Empty all wastepaper bins in meeting rooms and reception; remove all debris from site to disposal points. Replace bin liners as necessary.</b></p> <p><b>Quantity of black bin bags to be recorded for Facilities manager.</b></p>	<p>Polish picture glass and frames.</p> <p>Vacuum upholstered chairs to meeting rooms.</p> <p>Dust and damp wipe chair and table bases and supports.</p> <p>Flick dust monitor screens.</p> <p>Undertake high level clean to remove loose dust from sills, ledges, door frames and closures, etc.</p> <p>Dust telephones and telephone handsets with micro cloth.</p>

<b>Open Plan &amp; Cellular Offices</b>		
<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
<p>Empty all waste bins and remove to disposal point in loading bay 3.</p> <p>When recycling bins are full take bags down to skips located in the loading bay and dispose into correct container. Refit new recycling bag.</p> <p>Make sure a daily record of how many bags of each recyclable category is taken and reported back monthly to Facilities Manager.</p> <p>Spot vacuum all carpeted areas, paying special attention to corners and edges.</p> <p>Spot clean stains to carpets.</p> <p>Flick dust photocopiers and other equipment.</p> <p>Remove finger marks from interior partition glazing.</p> <p>Remove finger marks from door finger plates.</p> <p><b>Collect any remaining glasses, cups, etc. and remove to kitchens for washing.</b></p> <p><b>Quantity of black bin bags to be recorded for Facilities manager</b></p>	<p>Twice weekly, dust surfaces, including filing cabinets, desks, tables, seats, window sills, skirting boards, pictures and shelving, (up to normal hands reach).</p> <p>Twice weekly dust and damp wipe all hard surfaces and desks.</p> <p>Dust telephones and telephone handsets with micro cloth</p> <p>Remove finger marks from light switches, doors and architraves.</p> <p>Polish picture glass and mirrors.</p> <p>Dust furniture bases, supports and chair legs.</p> <p>Twice weekly vacuum floor area, corners and edges.</p> <p>Vacuum upholstered furniture.</p>	<p>Undertake high clean to remove loose dust from sills, ledges, door frames and closures, etc.</p>

**Toilets, Showers and First Aid Room**

<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
<p>Thoroughly clean and disinfect all toilets, showers and sink units.</p> <p>Empty all bins of any waste paper towels and rubbish.</p> <p>Replace and replenish toilet roll stock.</p> <p>Spot remove any finger and smear marks from mirrors.</p> <p>Clean and buff sinks and taps ensuring no build-up of scale.</p> <p>Mop and clean tiled floor in all toilet and shower blocks.</p> <p>Clean clean/buff shower head to avoid build-up of scale.</p> <p>Clean and disinfect all door handles locks and taps.</p> <p><b>Quantity of black bin bags to be recorded for Facilities manager</b></p>	<p>Polish mirrors and remove any smears or marks.</p>	<p>Showers - Lifting of drain grids and cleaning of filters.</p>

**Tea Points, Ground Floor Breakout Area & Staff Café**

<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
<p>Empty waste bins, wash and/or replace bin liners, remove rubbish to disposal points . Place in correct skips in loading bay.</p> <p>Make sure a daily record of how many bags of each recyclable category is taken and reported back monthly to Facilities Manager.</p> <p>Sweep and wash non slip hard floor surfaces.</p> <p>Clean worktops and table surfaces using sanitising solution. Damp wipe catering trolley as necessary.</p> <p>Clean and buff sinks and taps ensuring no build-up of scale.</p> <p>Clean kitchen appliances including zip boilers, coffee machines and microwaves.</p> <p>Spot clean splash marks to walls and other surfaces.</p> <p>Empty all hot beverage urns, rinse and return to designated area.</p> <p>Load, set off and empty dishwashers. Place items in correct cupboards.</p> <p>Ensure all the cups are left in the appropriate staff kitchens.</p> <p>Replenish paper towels and cleaning fluids/liquid soap as and when necessary.</p> <p><b>Quantity of black bin bags to be recorded for Facilities manager</b></p>	<p>Dispose of all remaining foodstuffs in fridges, leaving unopened milk bottles only. <b>(Friday only)</b></p> <p>Clean interior and exterior of fridge.</p> <p>Damp wipe all vertical surfaces, drawer and cupboard fronts etc.</p> <p>Clean wall surfaces around bin area. Clean exterior of kitchen bin.</p>	<p>Undertake high clean to remove loose dust from sills, ledges, doorframes and closures, etc.</p> <p>Dismantle, clean and reassemble dishwasher units</p>

<b>Daytime cleaner's duties</b>		
<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
<p>Ensure all dishwashers are emptied from previous day.</p> <p><b>Reactivate dishwashers for that days cleaning.</b></p> <p>Regular attention to toilet blocks; cleaning, wiping down surfaces, mopping, flush/clean when necessary, disinfecting all handles at regular intervals, emptying bins.</p> <p>Cleaning showers twice daily, after 10:30am and 2:00pm; mopping, wiping down surfaces.</p> <p>Maintaining café, other brew points and breakout areas; regular cleaning of crockery and cutlery particularly after breaks and lunch times, replenishing consumable stock (coffee, tea etc), wiping down surfaces and tables, emptying bins when necessary.</p> <p>Providing a spot cleaning and vacuuming service when necessary throughout the offices and meeting rooms.</p> <p>Assist with emptying meeting rooms of used crockery and cutlery if room bookings permit.</p> <p>Maintain paper towel and toilet tissue dispensers in toilets and brew areas.</p> <p><b>Quantity of black bin bags to be recorded for Facilities manager</b></p>	<p>Check level of dishwasher cleaning solution and rinse agent, replenish when necessary.</p> <p>Showers - Lifting of drain grids and cleaning of filters.</p> <p><b>Vacuum outer area to revolving door. (Assistance from Facilities staff required)</b></p>	<p>Dismantle and thoroughly clean each dishwasher once per month.</p>

## **6. Additional Services Required**

### **Window Cleaning**

During the last week of April, July, October and January the contractor shall undertake all internal window cleaning to: the external perimeter, cellular offices and meeting rooms including ground floor break out area corner of New York Street and Portland Street, also for the external window cleaning for the ground floor area at the corner of New York Street and Portland Street and balustrade glass panels to both staircases.

The Contractor shall be responsible for providing its own equipment for this service.

### **Feminine Hygiene**

Supply and monthly disposal of Feminine Hygiene Units x 13

### **Air Fresh Units**

Supply of Air Fresh Units refills x 9

## **7. Additional Consumables to be supplied**

Bin bags

Domestic toilet paper

Liquid Soap Refill for Bathroom dispensers

Handtowels for wall dispensers (Biodegradable and recyclable)

Sponges and Cloths for Kitchen and Tea Point Area (Staff use)

Liquid Soap for kitchen/Tea point (Staff Use)

### **Consumables to be supplied inclusive of service provided:**

Multipurpose sprays

Polish, cloths

Vacuum cleaners

Vacuum cleaner bags

Mops

Buckets

Replacement mop heads

Wet floor signs

Buffing machine

Sweeper

Brush

Shovel

### **Cleaner Cupboards**

Cleaner cupboards adjacent to both toilet blocks and Ribble meeting room are to be kept clean and tidy at all times. Full COSHH details of all chemicals used on site should be maintained and displayed and all relevant regulations adhered to.

## **ANNEX 2**

Not used

## **ANNEX 3**

Not used

## ANNEX 4

### Payment and costs

<b>Service</b>	<b>Price (£) ex VAT Annual</b>
Total Office Cleaning Service (excluding windows, additional services & estimated consumables)	£53,040.00

### Additional Service Cost Table

<b>Service</b>	<b>Period</b>	<b>Price (£) ex VAT</b>
Window Cleaning	Quarterly	£150.00
Feminine Hygiene Units x13 and 2 weekly disposal	Twice per month	£43.33
Air Freshener units x 9 and monthly replacements	Per month	£42.67

## **ANNEX 5**

### Contractor's Health & Safety Policy

#### **General Health and Safety Policy 2014/2015**

#### **CG CLEANING LTD**

##### **Policy Statement**

It is the policy of this company to place the Health and Safety of its employees, customers and members of the public alike as its highest priority, and will provide adequate money, time and any other resources necessary to ensure that legal obligations for Health and Safety are met.

The company recognises and accepts its responsibilities as an employer for providing management and supervision to ensure safe and healthy working environments and safe and healthy methods of work at all times.

##### **Aims/Objectives**

The company shall strive to meet its health and safety responsibilities in areas such as:

- The provision and maintenance of plant, equipment and systems of work which are, so far as is reasonably practicable, safe and without risks to health.
- Arrangements for the use, handling, storing and transporting of equipment and materials to ensure safety and absence of risks to health as far as is reasonably practical.
- Sufficient information, instruction, training and supervision as necessary; as far as is reasonably practicable; to enable all employee's to avoid hazards and contribute to their own Health and Safety at work.
- A safe place to work and safe access to it.
- The provision and maintenance of a healthy working environment, so far as is reasonably practical, which is adequately provided with facilities and arrangements for employees` welfare at work.
- We will assess the risks from all substances hazardous to health under the Control of Substances Hazardous to Health Regulation 2002 (as amended)

(COSHH). All chemicals will have the manufacturer's data sheets present on relevant sites and company vehicles, and will be reviewed annually by the Managing Director.

- All tasks will have a completed risk assessment and method statement completed by a "competent person" as designated by the Managing Director, with the relevant qualifications or experience to undertake the task.
- Health & Safety information is available on office notice boards, relevant sites, and within all company vehicles that are used as a working platform.

### **Responsibilities**

- The Director will ensure that the appropriate policies, procedures and audit protocols are in place and reviewed from time to time.
- Managers and Supervisors will ensure that these policies and procedures are implemented and adhered to on a sustainable basis in their areas of strategic responsibility.
- Site supervisors will ensure that these policies and procedures are implemented and adhered to on a sustainable basis in their area of operational responsibility.
- Individual employees will ensure that these policies and procedures are implemented and adhered to in their working environment, and that all hazards, accidents, incidents and near misses are reported to their line managers accurately and in a timely manner.

CG Cleaning Ltd will consult and co-operate with all our clients and prospective client's representatives to enable our policy to be effective on sites and in areas not under our direct control.

CG Cleaning Ltd has developed an Accident and Incident Policy that ensures all accidents, incidents and near misses will be investigated fully by the relevant level of management up to and including the Managing Director to ensure no reoccurrence will take place, and report accidents and incidents to the HSE as required.

All employees also have a legal responsibility to take care of the health and safety of themselves and others, and to co-operate fully with ourselves to help us comply with our legal obligations.

It is equally the duty of every employee or sub-contractor to work in accordance within the company Health and Safety Policy. To this end, each employee or sub-contractor must accept and carry out their responsibilities which include but are not limited to those set out below

### **Employee Responsibilities**

- All employees must act with due care to prevent injury to themselves and have a duty of care to ensure other employees, co-workers and members of the public are also protected from injury.

- To ensure as far as is reasonably practicable, a safe environment for all those persons, who may be affected by the employees activities, and are not thereby exposed to risks to their health and safety, both during and after any activities have taken place.
- Ensure all equipment is in good working order and condition, with the relevant annual PAT Test sticker attached, with the re-test date clearly visible. In the case of any faulty or non-working equipment, this must be clearly labelled so as not to be used, and separated from similar types of working equipment so that any risks are minimised. All site employees must be made aware of the faulty equipment which will then be removed from the site at the earliest opportunity.
- Report all accidents, incidents, damage to property or equipment, faulty equipment and any potential hazards to supervisor and/or line manager at the earliest opportunity and document in the relevant manner (e.g. accident book, liaison book).
- Follow the agreed working procedures, including the correct use of safety equipment, protective clothing, materials, signage and electrical and non-electrical equipment.
- Employees must make themselves aware of the emergency procedures of the site on which they are working prior to commencement of employment. This would include but is not limited to: emergency numbers, fire procedures and location of first aid boxes, as well as any noticeable risks and hazards. Employees have a duty to inform us of any issues or potential issues they may find.

In employee records, details shall be kept of training and experience. Employees may not use equipment for which they have not received the appropriate level of training, details of which shall be reviewed as deemed appropriate, and any revisions will be brought to the attention of all relevant employees.

Information shall also be relayed to employees regarding new thinking, procedures, techniques, risk assessments, new working practices and forthcoming equipment. The company in turn has an open door policy and welcomes suggestions from operatives, supervisors in the field and client partners.

Motivation is provided for the company employees and sub contractors to implement this policy to the full, by illustrating how the company's growth is directly linked to operating safe systems as their future promotion depends on this policy.

The company employs the services of an external Health and Safety consultant, Matthew Cooke, who although acting for and on behalf of the company, also acts to provide information and consultation to both the management and the company's employees

This policy applies to all Managers, Supervisors, employees and sub-contractors alike.

This policy will be reviewed on or around **02/03/2015** and annually by myself and our Health and Safety Advisor, taking into account all relevant legislation and any lessons learned.

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The Training Co.  
0845 838 4643

Director  
CG Cleaning Ltd  
01204 656246  
Dated 02/03/2014

### **Occupational Health Policy 2014/2015**

It is the policy of CG Cleaning Ltd to ensure that all substances, methods of work and work equipment supplied are safe or made safe, and that each site has a complete set of risk assessments. The general health of employees is of great importance to CG Cleaning Ltd and we therefore goes to lengths to ensure that someone's health is not affected by the work they carry out.

CG Cleaning Ltd will ask each employee to complete a Health Surveillance Questionnaire, which will have no effect on ones employment status, except where the work to be carried out may adversely affect the employees disclosed health condition. This questionnaire will be re-issued from time-to-time to monitor the employees' health – results from this will help ensure the wellbeing and safety of all employees.

Where risk assessments show a need for a particular method of work or for the use of personal protective equipment – it is the responsibility of CG Cleaning Ltd to supply and train employees on its use, and the effects of misuse. It is the employee's responsibility to use the method of work or the personal protective equipment in a way which they have been trained to do – they should look after it and report problems. Failure to comply can result in disciplinary procedures and ultimately dismissal.

However, accidents happen and CG Cleaning Ltd will make sure that in an emergency that appropriate first aid arrangements are in place to prevent the condition from worsening

Issues relating to this policy or your health, safety and welfare should be directed to your supervisor who will report it to their line manager –however if you feel you need to discuss the issue with the overall person responsible to for your Health and Safety, please contact in confidence on **01204 656246**.

This policy applies to all Managers, Supervisors, employees and sub-contractors alike.

This policy will be reviewed on or around **02/03/2015** and annually by myself and our Health and Safety Advisor, taking into account all relevant legislation and any lessons learned.

The Training Co.  
0845 838 4643

Director  
CG Cleaning Ltd  
01204 656246  
Dated 02/03/2014

**ANNEX 6**  
Space Plan

## **ANNEX 7**

SLA agreed between both parties.

To be developed and agreed by both parties for introduction at the end of the first full month, to include a timetable of monthly, quarterly and annual contract reviews of performance.