DOCUMENT 3 – SPECIFICATION vG

1. **Specification & Scope**

The Specification outlines the services description, targets and performance requirements.

The scope of the services under this Framework Agreement and in respect of individual call-off orders comprises of:

* void clearance and cleaning services;
* full garden clearances;
* clearance services to adjacent areas e.g. alleyways etc
* garden tidying e.g. strimming (see Definitions and KPIs document);
* ad hoc clearances on estates following fly tipping and illegal bonfires as and when required and;
* ad hoc clearance and cleaning services at tenanted properties
* out-of-hours spillages and chemical clean ups.

The scope of the services will include but not be limited to pre-cleans; carpet cleans, final valets, deep cleans and the removal of rubbish, hoarded items, needle sweeps and WEE electrical goods

Orders may be placed throughout the Framework period for works to individual properties, gardens and communal areas. In the majority of cases the properties will be unoccupied. However, there may be circumstances where properties are occupied, for example multiple problems and/or hoarding by a tenant still in residence.

Based on historical information of Clearance and Cleaning Services previously carried out over the last 12 months, it is anticipated that the total value of such Services required by Magenta excluding VAT is approximately £70,000 (excluding VAT) per year.

|  |  |  |
| --- | --- | --- |
| **Type** | **Approx quantity per annum issued to external Providers**  | **Value** |
| Property Clearances | 70 | £67,178 |
| Final Valet Cleans | 30 | £4,000 |

It is anticipated that there will be in the region of 80-100 call off per year per year requiring clearance works, which can typically include the Property itself, the loft, shed and garden. However, this may vary dependant on the type and level of clearance required

The rapid turnaround of these properties is essential to maximise revenue, provide homes to customers as quickly as possible and make Magenta Living neighbourhoods sustainable.

Magenta Living’s Environmental Services team currently deliver the majority of Clearance and Cleaning Service in-house. The Provider will deliver the service to those properties where Magenta Living do not have the capacity to deliver the required services, taking into account workloads and demand. The current work flow i.e. how the required services are allocated can be found at Appendix

The Provider should note that due to the unpredictable nature of Properties being classed as ‘Void’ the frequency and volume of Orders received will be irregular in nature, and there may be unavoidable peaks in demand for delivery of the Works at any point in time.

Whilst Magenta Living will try to manage service requests so as to avoid excessive requests at short notice, these may be unavoidable. Magenta Living therefore requires the Provider to be flexible and able to deliver services at short notice, usually within 24 hours, which may include more than one property at a time, and potentially on a single day the Provider may receive 5 or more instructions.

In meeting this specification, the Provider will ensure that cleaning and clearance of properties both internally and externally is completed as quickly as possible and to a high standard. The overall aim is to provide high quality homes and sustainable neighbourhoods.

The Provider will also be expected to carry out full garden clearances, garden tidying (e.g. strimming, cutting back), report pest infestations, and attend to ad hoc clearances on estates following fly-tipping and illegal bonfires when required. Ad hoc clearance and cleaning will be required at tenanted properties as part of this specification and out-of-hours spillages and chemical clean ups.

**Capability**

The Provider must maintain capability including appropriate licenses, and/or registrations that may be required by Law, to deliver such Works & Services that may be called off under this Contract.

1. **Aims and Objectives of the Contract**

Through this Framework Agreement Magenta Living wants access to experienced, available and responsive Providers to deliver a consistent quality approach to specified requirements and in partnership with the Provider aims to:

* minimise loss of rental income by reducing the length of time Properties remain without Residents;
* ensure a consistently high standard of quality in maintaining Magenta’s Properties;
* use a skilled and competent Providers who is trustworthy and reliable, and able to meet Magenta’s specified requirements within the timescales set;
* enable a prompt response to Works requests and completion of the Works on time, to an optimum standard, providing best value for money;
* develop standardised and streamlined processes; and
* ensure more efficient and effective use of resource.

Most orders under the contract will be for Clearances (potentially including garden clearances) with a much lower proportion of Cleans and the occasional order for the removal of waste items or to deal with estate problems e.g. fly-tipping.

It is anticipated that Magenta Living will issue 80-100 orders per year under the contract(s).

The main critical factors will be:

* Availability
* Response Time
* Price
* Performance
1. **Framework duration and details**

The Magenta Living Voids Cleaning & Clearance Services Framework will have a term of three years from 1st June 2020 and terminating on 31st May 2023. Contracts awarded as call-offs under the Framework must expire/be terminated not later than 31st May 2025.

Providers appointed onto the Framework will be the top 3 scoring compliant Tenders, who have confirmed their agreement and acceptance to the Framework pricing .However, Magenta Living reserves the right to increase the number of Providers appointed if their scores are closely placed around the cut-off point. In addition, if fewer Providers than the minimum submit a compliant tender, Magenta Living reserves the right to appoint less than the stated minimum

1. **Geographical areas under the Framework**

The Works are to be divided up into 2 Lots as follows:

1. North Wirral; and
2. South Wirral, Ellesmere Port & Cheshire

The Properties listed will be subject to change as and when new properties are added or deleted from the service requirement.

1. **Work Allocation Procedure**

Each of the Framework Providers is allocated to one of the geographical areas of the Lots set out above, being the Providers Area and the Other Providers Area. Works to be undertaken in the Providers Area will be primarily allocated to the Provider and Works to be undertaken in the Other Providers Area will be primarily allocated to the Other Provider in accordance with the following Work Allocation Procedure:

**Pre-Allocation Checks**

Magenta may check the Providers compliance with the following Minimum Selection Requirements as specified in the Procurement (ITT) documents:

* Grounds for Exclusion
* Economic and Financial Standing;
* Compliance with Modern Slavery Act;
* Insurance cover;
* Registered Provider for the collection and removal of waste;
* Compliance with Environmental Legislation;
* Minimum specified Health and Safety Requirements

If a Provider no longer meets the Minimum Selection Requirements for being rewarded a place on the Framework, the Provider will be ineligible to be awarded further Work until the Provider again meets those standards.

**Allocation of Tasks**

If a Provider no longer meets the Minimum Selection Requirements for being rewarded a place on the Framework, the Provider will be ineligible to be awarded further Work until the Provider again meets those standards.

Subject to the Pre-Allocation checks and the below,Works to be undertaken in the Providers Area shall be allocated the Providers appointed on the Lot and Works to be undertaken in the Other Providers Area shall be allocated to the Other Providers.

If either Provider allocated onto each of the Lots indicates within 1 (one) Working Day of the issue of an Order that it cannot deliver Works under that Order allocated to it by Magenta, Magenta shall allocate Works under that Order to the other Framework Provider(s) on the Other Providers Area.

If a Framework Provider is at any time ineligible to be awarded further Work because it fails to meet the Minimum Selection Requirements as set out above Magenta shall allocate all Works during that period of ineligibility in the first instance to the other Provider appointed onto that Lot. If the works cannot be fulfilled by either provider on a specific Lot the Works will issued to the Framework Provider appointed onto the other Lot.

If a Framework Provider’s Framework Agreement is terminated in accordance with Clause 17.1 [*Termination*], Magenta shall allocate all Works to be allocated after the date of termination to the other Framework Provider.

Work will be instructed on the basis of rank, availability and response time. However, if the identified Provider has no availability or offer a lower standard of performance compared another provider appointed onto the Framework, Magenta Living reserves the right to instruct one of the other Providers appointed onto the Framework to complete the works

1. **Call-off orders**

Prior to issuing an Order Magenta will undertake a Property inspection and produce a Schedule of Works. This will define, as far as practically possible, the nature and extent of the clearance Works required.

In certain circumstances Magenta may issue an Order via telephone. Magenta in all such cases issue a confirmation Order in writing, usually electronically for email, as confirmation of the oral instruction.

The purpose of the clearance services is to clear the Properties to enable Magenta and/or their appointed Providers to carry any repair/refurbishment works to the property, as may be required to then be deemed, by Magenta as ‘ready to let’.

 It is therefore important that the clearance Services are delivered within the specified timescales to avoid delays to the subsequent repair/refurbishment works and potential rent loss.

1. **Variations**

If whilst undertaking the Services, the Provider considers extra work is necessary, the Provider must query the job with the additional Services required, and relevant Schedules of Rates to be added by Magenta Living.

All requests for variations will be in writing to the Client Representative, together with any relevant documentary evidence (e.g. photographs) to support the request.

The following variation approval methodology will apply:

* Task completed as per Services instruction – No variation.
* Task requiring additional work above – To be sent to the Client Representative for authorisation. Services must not commence without Magenta Living authorisation.

The Provider must immediately seek Magenta’s instructions whilst its Workers or representatives (or its Subcontractor’s workers) are still at the Property where extra or varied Works may result in an increase in the Order value.

Only once Magenta’s written approval to the varied Works is received by the Provider can those additional Works be carried out.

1. **Key Performance Indicators**

Providers will be required to meet and report quarterly on the key performance indicators listed below. There will also be a review of performance against KPI’s. Further KPI’s may be agreed by both parties upon award.

|  |  |  |
| --- | --- | --- |
| KPI | Definition and Measurement Method | Minimum Level Of Performance |
| Completed jobs within the stated target times | A record will be kept of date received job and date completed | 95% |
| Completed jobs outside the stated target times | A record will be kept of date received job and date completed | 5% |
| Clearances/cleans completed on or before handover day | A record will be kept of date received job and date completed | 100% |
| Complaints | Magenta Living will determine the % of complaints received in comparison with the frequency of services delivered | 1% |
| Complaint Resolution | The Provider will show how many complaints have been resolved, and within the timescales set (or agreed). | 99% |
| Invoice Accuracy | No of invoices issued correct (numerical/legitimate) as % of throughput | 95% |
| Billing Discrepancies and Credits | To be resolved within 5 working days and to be full, accurate and timely | 95% |
| Management Information | The Provider is to submit full and accurate Management Information reports to Magenta Living on a quarterly basis | 95% |
| Goods diverted from landfill | A record will be kept of any items suitable for re-use, diverted to the Refresh store | 95% |

1. **Performance of Services**

The Provider shall ensure that their supervisor in charge can be contacted by means of a mobile telephone or other form of communication approved by Magenta during Normal Working Hours and that the Provider can contact its Workers during Normal Working Hours.

The Provider/their Workers or representatives must:

* be clearly identifiable to Residents (i.e. wear ID Badges, approved by the Client Representative), whilst working on Magenta’s premises;
* wear appropriate PPE for the delivery of the Works & Services; and
* ensure that Workers are trustworthly and presentable and comply with best practice in terms of customer care.

The Provider shall ensure that Workers do not cause a nuisance or disturbance to users and occupiers when they are working on or near occupied premises.

The playing of music via any means including electronic devices is not permitted during the delivery of the Works & Services.

The Provider shall ensure that a rigid non-smoking regime is maintained by all Workers engaged in delivering the Works & Services, including whilst in Magenta’s offices and other Properties.

The Provider must not remove any items except the rubbish and materials etc as specified in the Order.

1. **Contractors Code of Conduct**

The Provider must abide by Magenta’s [Contractors Code Of Conduct](https://www.magentaliving.org.uk/download.cfm?doc=docm93jijm4n531.pdf&ver=308)

1. **Continuous Improvement**

Magenta aims to turnaround void properties as soon as possible following vacation and return them to a lettable standard with a view to re-letting and reducing income lost through vacant properties,

Magenta also aims to reduce our impact on the environment through measuring and monitoring waste streams, lowering resource consumption and disposing of waste responsibly. To this aim we will seek the knowledge and expertise of the Provider to advise us on ways in which we can continuously improve the services we provide to achieve this objective.

The Provider must maintain a “continuous improvement” culture that focuses on improving the quality of the Supply/service arrangements. Quality assurance and continuous improvement must be fully integrated into the service provision and be supported with the appropriate procedures and processes.

1. **Requirements and Response Times**

Magenta Living requires both a planned and responsive voids clearance and cleaning service, to include the removal and disposal of all waste. Service levels are set out in the Definitions & Standards document.

The successful Provider MUST be able to complete a pre-clean to a void property within 24 hours of being instructed and to complete any external clearance within 3 days.

It is a critical requirement that the specified timescales stated below and are consistently met to enable internal SLA requirements are met by the in- house Void and Clearance team.

The successful Provider MUST be able to attend to an emergency as detailed below:

|  |  |
| --- | --- |
| **RESPONSE TIME FOR EMERGENCY CLEANING:** | **ATTENDANCE WITHIN:** |
| Office Hours | 08.00 – 17.00 | 4 hours  |
| Out of Hours | 17.00 – 08.00 | 4 hours |

The successful Provider MUST be able to attend to clearance requirements as detailed below:

|  |  |  |
| --- | --- | --- |
| **ACTIVITY** | **RESPONSE TIME FROM INSTRUCTION** | **COMPLETION** |
| Internal Clearance (void) | 4 Hours  | 48 Hours  |
| Garden Clearance (void) | 4 Hours  | 48 Hours |
| Deep cleans chemical cleans  | 4 Hours  | 48 Hours |
| Priority Clean (void)  | 4 HoursAM Order, Same Day PM Order, Next Day  | AM Same DayPM Next Day |
| Internal Clearance (tenanted) | 48 Hours  | 48 Hours |
| External Clearance (tenanted) | 48 Hours | 48 Hours |
| Out of hours emergency clean-up’s crime scenes etc (inc weekends) | 4 Hours  | 24 Hours  |
| Estate Clearance | 24 Hours  | 48 Hours |

**Re-Allocation of Orders** - The Provider must give Magenta Living 1 working day notice of receiving the order that it can’t deliver works allocated. Magenta Living will then allocate the services to other . If a Provider is at any time ineligible to be awarded further services because it fails to meet the contract requirements Magenta Living shall allocate works during that period of ineligibility to other contractors. If a Framewrok is terminated, Magenta Living shall allocate all services after the date of termination to the other Provider.

The Provider will be required to record activities both before and after work has taken place for two reasons (including photographs):

* To ensure that all works have been completed to the required standard, and that any claims are reflective of the level of work involved and,
* So that any costs relating to clean and clearances that are the responsibility of the previous tenant / other third party (for example fly tipping) can be evidenced and recharged to that person. This photographic evidence will need to be produced as requested.
1. **Working Hours**

Normal Working Hours are 8am - 5pm unless otherwise agreed with Magenta.

Where and when it is found necessary to work outside of normal working hours to maintain progress for other reasons, Magenta’s prior written agreement must first be obtained, and such agreement will only be granted on the understanding that such extra working time will not oblige Magenta to make any additional payment to the Provider.

1. **Waste**

The successful Provider MUST hold a current and valid waste carrier license for the full duration of the contract. Evidence to confirm that the waste is being collected responsibly will be required to be provided to Magenta Living. Under duty of care, a waste transfer note is required each time that waste changes hands.

**Hazardous Waste** - The Provider must be able to identify if any waste product is hazardous waste under the relevant descriptions and legislation covering the removal of hazardous waste. More information can be obtained from the Environment Agency’s web site (www.environment-agency.gov.uk/hazwaste). Should the Provider have any doubts with regards to the classification of any product/waste, he shall immediately stop work and contact Magenta Living.

**Asbestos Findings** - Should the Provider believe that notifiable asbestos is present in any waste, he shall stop work and immediately notify Magenta Living who will make necessary arrangements for removal with ML procured asbestos removal contractor. All notifiable asbestos is to be removed and disposed of only by a licensed contractor. All works are to adhere to the relevant legislation for the removal of asbestos containing products.

1. **Removal of rubbish/waste**

The Provider must hold the relevant valid license(s) and be a registered waste carrier/ broker/ dealer for the removal and disposal of any waste that may arise from the delivery of the Works under this Framework Agreement and such removal and disposal of waste must be carried out in accordance with all applicable Law, including the following (as amended from time to time):

* Waste (England and Wales) Regulations 2011 as amended by the Waste (England and Wales) (Amendment) Regulations 2014;
* Hazardous Waste (England and Wales) Regulations 2005, as amended by the Hazardous Waste (England and Wales) (Amendment) Regulations 2016;
* Waste Electrical and Electronic Equipment Regulations 2013 as amended by the Waste Electrical and Electronic Equipment (Amendment) Regulations 2015;
* Environmental Permitting (England and Wales) Regulations 2016 as amended by the Environmental Permitting (England and Wales) (Amendment) (No. 2) Regulations 2016; and
* Highways Act 1980 Sections 139 and 140 in relation to the use of skips.
1. **Waste Carrier Registration**

The Provider collecting waste for removal and disposal must be appropriately registered and have a waste carrier registration.

* Evidence to confirm that the waste is being collected responsibly must be provided to Magenta promptly in each instance. Under [duty of care](https://www.gov.uk/managing-your-waste-an-overview) (see https://www.gov.uk/managing-your-waste-an-overview), a waste transfer note is required each time, when waste changes hands in a form substantially the same as the template waste transfer note that is available on the www.gov.uk website (see [https://www.gov.uk/managing-your-waste-an-overview/waste-transfer-notes](https://protect-eu.mimecast.com/s/Y0z4BTr1LnUe)



**Records the Provider must keep:**

The Provider must keep copies of:

* records of hazardous waste handled as described above (known as a ‘register’);
* consignment notes; and
* any related documents, eg ‘carrier schedules’ (list of carriers when there is more than one), records of [rejected loads](https://www.gov.uk/hazardous-waste-rejected-loads-supplementary-guidance) (see [www.gov.uk/guidance/hazardous-waste-rejected-loads-supplementary-guidance](http://www.gov.uk/guidance/hazardous-waste-rejected-loads-supplementary-guidance)).

The Provider must keep all such records at its head office for at least two years after the end of the Framework Period, two years after the completion of the last Order made under this Framework Agreement or as required by the Law, whichever is later

If these documents are not accurate or complete, the Provider must keep a record of any missing information.

The Provider must also comply with the additional requirements in respect of [hazardous waste](https://www.gov.uk/dispose-hazardous-waste/carriers) (see [www.gov.uk/dispose-hazardous-waste/carriers](http://www.gov.uk/dispose-hazardous-waste/carriers)) whether as:

* a producer or holder (ie. the Provider produces or holds waste);
* carrier (ie. the Provider collects and transports waste); or
* consignee (ie. the Provider receives waste, eg for recycling or disposal).

The Provider must use consignment notes to move hazardous waste in a form that complies with Government guidance on this (see [https://www.gov.uk/guidance/hazardous-waste-consignment-note-supplementary-guidance#layout-and-information-fields](https://protect-eu.mimecast.com/s/KnRpBfbw73uG))



A consignment note must stay with such hazardous waste until it reaches its final destination.

The Provider shall remove all rubbish, and superfluous materials from the Properties to the entire satisfaction of Magenta and shall make their own arrangements for the collection and tipping of rubbish arising from an Order. All rubbish is to be removed to an approved tip. Any expenses incurred will be included in the Price. NO UNAUTHORISED TIPPING SHALL BE CARRIED OUT BY THE PROVIDER WITHIN THE FRAMEWORK AGREEMENT AREAS OR IN ANY OTHER PLACE.

The Provider must only remove rubbish and superfluous materials from the Properties via the main entrance(s) to those Properties. Under no circumstances must the Provider remove the waste via the windows.

1. **Equipment and Materials**

The Provider must provide all equipment and materials required to deliver the services. The Price should include for all equipment/materials used.

1. **Working Space**

Working space is to be confined to the immediate working area and the Provider will be required to form all necessary temporary barriers, guard rails etc. clear away on completion and make good any damage to the satisfaction of the Client Representative. The Provider must ensure that all precautions are taken during the delivery of the Works & Services to prevent damage to adjacent Properties.

1. **Use of Skips**

The Provider shallcomply with the Highways Act 1980 Sections 139 and 140 relating to the deposit and use of skips on the highway, as may be amended.

Should the Provider wish to deposit a skip on roads, pathways, paving, car parking areas, garage forecourts or grassed areas maintained by Magenta, the Provider must first obtain the approval of Magenta and ensure that the skip is deposited and used strictly in accordance with Magenta’s conditions, with particular attention being paid to positioning and lighting requirements.

1. **Illegal Parking**

The Provider shall not park or allow their Workers, agents, or Subcontractors to illegally park any vehicle upon the public and estate footpath, fire-paths, pre-allocated car parking areas or grassed areas.

1. **Tenant Satisfaction and involvement**

Magenta is committed to monitoring the experiences of Residents during the delivery of Works & Services and shall use a range of means to obtain feedback from Residents on their level of satisfaction with key aspects of the services. Magenta shall investigate individual complaints or causes for dissatisfaction and use information obtained in identifying potential service improvements.

The Provider(s) will advise residents where required of precautions they may need to take during the delivery of the services.

1. **Health and Safety**

In dischargingits duties under Health and Safety Law, Magenta informs the Provider of the following risks under the Framework Agreement.

Some of the Works may be carried out in Properties where particular consideration will be needed in respect of:

* children;
* people with a disability;
* elderly people;
* visitors to the Properties who may be unaware that the Works are being carried out;
* violent, abusive or aggressive Residents or visitors;
* persons with limited understanding of the English language;
* persons with particular requirements because of their ethnic, religious or other backgrounds;
* domestic pets; and/or
* motor vehicles and the like

Other contractors and technicians may be working at the Properties at the same time.

In some Properties, the Provider may encounter:

* asbestos, in the form of linings and insulation which may be encapsulated or painted;
* asbestos, as a component in certain materials such as sheeting, textured decorating coatings, floor tiles, adhesives etc; or
* substances such as alumino silicone fibre used in combustion chamber linings in some heating boilers and appliances.

Any of the Properties may contain hazards resulting from:

* vandalism;
* utilities being disconnected and artificial light not being available;
* natural light being excluded due to Properties being boarded up; or
* unsanitary and generally unhygienic conditions including particularly unpleasant smells, infestation, the presence of needles, human faeces, bodies, animal carcases etc.

Properties may be damp, poorly ventilated or similar conditions that may present risks to health, particularly sufferers of asthma, hay fever, other allergies etc, through the presence of mycotoxin releasing moulds and fungi.

Hazards involved in the Works may include:

* risks associated with working at and falls from height or access equipment;
* electrical hazards; and
* risks associated with rotting timber.

The Provider must give full consideration to the above risks and employ proper safe working practices in delivering the Works.

1. **Working from Ladders**

Under normal circumstances working from ladders will not be considered as working from a safe working platform. However, in exceptional circumstances only, following a Health and Safety Risk Assessment, prior agreement may be sought in liaison with Magenta’s Health and Safety Manager for approval to work from ladders.

1. **Risk Management**

Providers shall deliver the services called off under the Framework in a timely and professional manner in accordance with best industry practice using all reasonable skill and care. They shall ensure the services are delivered by persons who have the necessary skills, knowledge and experience to deliver and shall ensure that such personnel are fully trained, conversant and up-to-date with appropriate legislation applicable to the management and disposal of waste and current industry developments.

1. **TUPE**

There are no TUPE implications.

1. **Data Protection – Compliance with GDPR**

This Framework will be subject to Data Protection Legislation under the General Data Protection Regulation (GDPR) 2018. Each Party shall comply with GDPR (The Regs) in connection with this Contract. In particular each Party shall Process Personal Data of which the other is Data Controller only in accordance with The Regs and this Contract.

The successful Provider will be required to complete the Due Diligence Questionnaire attached to this ITT Document and provide evidence of compliance to ML’s mandatory minimum requirements in respect of Data Protection and GDPR in processing data as required to deliver this Framework.

1. **Safeguarding Policy**

Where the successful Provider is likely to come into contact with vulnerable tenants including children or adults at risk in the delivery of the services under the Framework, they must comply with the requirements of the Magenta Safeguarding Policy.

Providers and suppliers are expected to have sufficiently robust recruitment procedures in place to minimise the risk employing individuals whom could pose a risk to Magenta Living residents.

Magenta Living and its partners including its contractors have a role to play and a duty of care in promoting the welfare of children and adults at risk as part of their day to day work. Contractors or agencies providing a service on behalf of Magenta Living have a responsibility to immediately advise the company of any concerns they have regarding anything that is brought to their attention or they see or hear while carrying out their duties.

Magenta Living may, at its own discretion, require the successful Provider to attend safeguarding training. This training will be provided by a Magenta Living representative and will not incur any costs to the successful Tenderer. This training will take place before commencement of the contract.

Any staff employed by the successful Tenderers organisation who has a criminal conviction in relation to serious violence or sexual offences will not be allow access to tenanted properties housing children or adults at risk.

The successful Tender must inform Magenta Living if any staff employed within the Organisation has or becomes subject to a restraining, harassment or non-molestation order as this prohibits them from working in certain geographical areas.

The successful Tenderer they must comply with the requirements of the Magenta Livings Safeguarding Policy – a copy of which can be obtained from Magenta Living upon request

1. **Access to Properties**

The Provider shall immediately upon receiptof an Order make arrangements with Magenta to visit and collect necessary keys to gain access to the Property. The Provider shall retain such keys and bear sole responsibility for safe keeping until their return to Magenta following completion of the Works.

The Provider shall, at its own expense, provide sleeper access over pavements if necessary for the completion of the Works and on completion of the Works make good all surfaces damaged or disturbed to the entire satisfaction of the Local Authority and Magenta. The Provider shall ensure that all entrances to Properties, cycle-ways, footpaths and highways are kept free of all materials dropped or deposited from the Provider’s or the Provider’s agent’s vehicles transporting materials to and from the Properties.

Where appropriate The Provider will be given a key to padlocked gates. The Provider shall close and padlock the gates immediately after each use. At no time should gates be either left open or unlocked. If any third party gains access to any site, after a gate has been left open by the Provider during the course of the Works, then the Provider shall be liable for any costs incurred in cleansing the Property once that third party has vacated it.

The Provider shall not enter adjoining property at any time without firstly obtaining authority from the owner of the adjoining property and Magenta.

Magenta and any person or persons authorised by Magenta shall be at liberty to enter the Properties at all reasonable times. The Provider is to give every facility to Magenta or their representative for the inspection of the Works in progress on the Properties.

1. **No Access to Properties**

The Provider will be required to follow Magenta Livings ’No Access’ procedure if unable to gain access to a property. The Provider will be required to leave proof of attending the property, including contact details where possible, The Client Representative must be informed via ‘phone or email as soon as possible when the Provider has been unable to gain access to reschedule the visit.

1. **Equality and Diversity**

ML is committed to equality of opportunity and, therefore, wishes to encourage its Contractors to demonstrate a similar commitment in relation to employment and service delivery.

The successful Tenderer and any sub-contractors they make use of, working on behalf of ML are expected not to discriminate because of age, disability, gender, sexuality, race, colour, ethnic origin or religion and must comply with all statutory obligations. In the delivery of the services/supplies under this contract, the successful tenderer(s) should therefore:-

* Take steps to ensure that where they may need to recruit people for the delivery of the supplies/services under this contract their recruitment actively encourages applications from black, minority or ethnic (BME) backgrounds and reflects the ethnic mix of communities in which they are working;
* Demonstrate their compliance with all current legislation relating to equality and diversity, the Equality Act 2010 including any subsequent amendments or forthcoming regulations applicable throughout the contract period;
* Where appropriate, seek advice from bodies such as the Council for Racial Equality (CRE) and the Equal Opportunities Commission (EOC);
* Adopt their own equal opportunities policies and procedures.

ML will monitor the successful tenderers commitment to equality and diversity through its contract management process to ensure they continue to meet the equality and diversity requirements throughout the period of the contract.

Discriminatory behaviour or racial or sexual harassment towards its Agents, Employees or tenants will not be tolerated. Any allegation of such behaviour will be investigated thoroughly by ML and appropriate action will be taken if allegations are found to be substantiated.

Equally through its Tenancy Agreement ML requires tenants not to harass any neighbour, Employee or Agent of ML. The successful tenderer(s) or their employees who suffer harassment should bring this to the attention of ML who will fully investigate the allegations.

1. **Framework Implementation**

The Provider must have a managed and planned process which includes timescales for implementation of the services under this Framework. As a minimum, this must include, but is not limited to, the following

* The initial period for undertaking the preparatory work to set up the supplies/service provision;
* The period for and stages of work to be undertaken in setting up the supplies/service provision;
* The proposed “go live” date for implementing the service/ commencing the delivery of supplies;
* ensuring sufficient appropriate Workers are available to deliver the Works & Services in respect of any potential Orders, which must be completed - **and the keys returned -**  within 48 (forty-eight) hours of receipt of an Order
* Key milestones for delivery;
* Time periods set aside for contingencies;
* Proposals for developing the service/supplies and flexibilities within the service further into the contract period
* Service/ contract review milestones
1. **Appointment of Subcontractors**

The Supplier shall ensure that all Subcontractors are appointed in accordance with a proper process that complies with and on terms which are in line with Good Industry Practice. Such process shall include:

* appropriate due diligence being carried out in relation to all Subcontractors including in relation to their financial strength, technical and professional ability and business probity;
* only Subcontractors who have been approved by the Manufacturer carry out servicing, maintenance or repair;
* only Subcontractors whose staff have been properly trained in providing breakdown and recovery services providing those services;
* all Subcontractors being employed in a written contract or written terms and conditions that are in line with Good Industry Practice;
1. **Relationships**

Successful Tenderer(s) appointed onto the Framework will be required to demonstrate a commitment to positive relationships with ML. Successful Tenderer(s) will be required, on occasion to co-operate with ML’s representatives in responding to specific enquires that may involve more than one specialist area of expertise.

1. **Framework Management**

The Framework will be managed by ML’s Contracts Manager, who will have lead responsibility for monitoring and managing the service.

The successful Tenderer shall provide ML with a designated point of contact who will possess the relevant skills and experience applicable for managing the contract.

The designated point of contact shall be responsible for the execution and management of the contract and will liaise directly with ML’s representative as required.

The designated point of contact will have responsibility for ensuring the effective implementation and management of the following requirements:

* day to day management of the contract;
* ensuring compliance with the standards outlined in the specification;
* establishing, implementing, monitoring and management of a complaints procedure that is acceptable to ML, ensuring corrective actions are taken where weaknesses are identified;
* provision of feedback on resolution/corrective action to be taken in response to complaints;
* collation, production and provision of monthly reports of services completed, including a brief description of the services provided and time taken to complete , plus any recommendations to ML’s contract manager
* management of account management, customer services, technical support, complaints and all other departments under the successful Tenderer’s control with a vested interest in this contract.

The designated point of contact will be required to work in partnership with ML to ensure that best value is provided through the contract, including by attendance at or reporting to scheduled management meetings.

The designated point of contact shall have the necessary authority to take all necessary remedial actions where problems arise, where fault lies with the successful tenderer.

1. **Framework Performance Review**

Framework performance will be reviewed regularly, at a frequency as set by ML. This is likely to be more frequent in the first few months of delivery of the services, and a comprehensive assessment will be carried out after the first 6 months period of the contract. Initially the successful tenderer will be required to produce a monthly progress report for the ML Contract Manager and attend a monthly contract meeting.

Successful tenderers are therefore required to ensure their full co-operation with ML to enable an effective review of service delivery.

1. **Management Information**

The Successful Tenderer (s) will be required to provide Management Information Reports, including as a minimum, but not limited to the following:

* Monthly activity report;
* Quarterly service quality performance report (in accordance with agreed KPI’s);
* Quarterly complaints report;
* Annual equality monitoring report;
* Overview of work carried out during the quarter and current status
* Monthly Fees billed
* Total fees to date
* Unbilled fees
* Items diverted from landfill for re-use/upcycling
1. **Complaints Procedure**

The Provider shall acknowledge any complaints received directly from Magenta or its representative within 2 (two) Normal Working Hours of the details being received and shall deal with such complaint as a matter of priority. The Provider must either resolve or make proposals to Magenta to resolve all complaints within 24 (twenty four) hours of their receipt.

The Provider must work proactively to resolve complaints promptly. Until a complaint is resolved the Provider must provide progress updates to Magenta until the complaint is resolved to the satisfaction of Magenta.

The Provider must provide a comprehensive report within 15 (fifteen) Working Days of the end of each quarter on all complaints made during that quarter (with each quarter being a period of 3 months from the Starting Date). The reports shall contain the following information in relation to each complaint made in that quarter and any complaints that were made in previous quarters but were not resolved by the start of that quarter:

* date received;
* name of complainant;
* nature of complaint;
* actions taken to resolve the complaint; and
* date of resolution.
1. **Business Continuity, Contingency and Disaster Recovery**

The Supplier must maintain a robust Business Continuity, Contingency and Disaster Recovery Plan which ensures that the provision of the Services as described in this Specification can be continued in the event of any business disruption including IT difficulties and Force Majeure. The Supplier shall maintain its readiness to deal with unplanned events in accordance with the business continuity principles and operation of [ISO22301](http://www.bsigroup.com/en-GB/iso-22301-business-continuity/) or equivalent throughout the term of the Contract

1. **Financial Management – Orders and Payments**

The tendered price must include for the removal and disposal of all waste.

Services/supplies called off from the contract must only commence following the written agreement to the successful Tenderer’s pricing proposal including timescales for the supplies/services required.

Payments will be made monthly in arrears following receipt of a valid invoice, or on completion of the services, as agreed with ML.

Invoices should be submitted to financeteam@magentaliving.org.uk

1. **Variation of Prices**

Prices must include all costs associated with the delivery of the services.

No additional costs identified post tender will be accepted by ML.

Prices will be fixed for the first year of the Framework.

Following that period, any requests for price changes must be accompanied by a written summary and supported by evidence to justify the proposed price change. Evidence must include cost breakdowns showing separately any increases or decreases in materials, labour and overhead costs, a full updated goods/services cost breakdown and shall be agreed no later than 3 months prior to the effective date. Please note any prices changes will be limited to the CPI Rate of the preceding twelve months.

If ML and the successful Tenderer(s) fails to agree any proposed revised prices the previous prices paid will prevail, until such agreement can be reached.

1. **Insurance**

The successful Tenderer(s) must hold as a minimum, the following insurances, throughout the duration of the contract period

* Product Liability Insurance - £5 million
* Public Liability Insurance - £5 million
* Employer’s Liability Insurance – £10 million

The successful tenderer will provide ML will details of all relevant insurances policies and copies of any cover-notes relating to the insurances on an annual basis following the renewal of such insurances, to ensure required policies and insurance levels are maintained.

1. **Exit**

The successful Tenderer(s) shall co-operate with ML at the expiry of the Framework and shall ensure adequate arrangements are in place for the transfer of any applicable files, and any other documents of ML, the maintenance of commercial confidentiality thereafter and any other issues the Tenderer and ML considers relevant.

1. **Environmental / Sustainability**

Magenta wishes to contract with a Supplier who gives consideration to and minimises the environmental and sustainable impacts of their business processes and products, and who ensures the goods/services are provided in a manner which maximises quality and efficiency.

The Successful Tenderer(s) therefore is required to play a full and transparent role in the delivery of the Framework including the procurement of supplies and is expected to minimise carbon (energy consumption), waste arising throughout the delivery of the goods/services under the contract and manage opportunities for the re-use and recycling of materials.

1. **Community Benefits/Social Values**

Magenta seeks to maximise the additional benefits that can be created by procuring Works & Services above and beyond the benefit of simply the Works & Services themselves.

The Provider will be required to actively participate in the achievement of social objectives relating to environmental, economic and social benefits including re-use/ recycling, employment, skills development and training initiatives in the delivery of the Works & Services under this Contract. Such initiatives include:-

* **The Re-Use Of Goods** deemed suitable for re-use - Magenta often identifies items that are in good order that can be reused or refurbished so we would expect the Provider to be involved in initiatives to support this objective including for example engagement with charitable organisations including organisations local to the areas described in paragraph 5, that may include the British Heart Foundation, The Red Cross and Barnardo’s and/or any other such charitable organisation/ social enterprise identified by the Provider to help to end poverty in Magenta’s local communities.
* **Recycling** - The Provider must contribute to local authority recycling targets minimising waste to landfill and reducing carbon emissions etc.
* **Community Engagement** – The Provider must engage with communities and support local recycling initiatives, regeneration projects, provide work for the disengaged and disadvantaged where appropriate and support community cohesion through volunteering etc.
1. **Complaints Procedure**

The Provider shall acknowledge any complaints received directly from Magenta or its representative within 2 (two) Normal Working Hours of the details being received and shall deal with such complaint as a matter of priority. The Provider must either resolve or make proposals to Magenta to resolve all complaints within 24 (twenty four) hours of their receipt.

The Provider must work proactively to resolve complaints promptly. Until a complaint is resolved the Provider must provide progress updates to Magenta until the complaint is resolved to the satisfaction of Magenta.

The Provider must provide a comprehensive report within 15 (fifteen) Working Days of the end of each quarter on all complaints made during that quarter (with each quarter being a period of 3 months from the Starting Date). The reports shall contain the following information in relation to each complaint made in that quarter and any complaints that were made in previous quarters but were not resolved by the start of that quarter:

* date received;
* name of complainant;
* nature of complaint;
* actions taken to resolve the complaint; and
* date of resolution.
1. **Method Statements**

Where consistent with this Schedule 1 [*Specification*], the Provider must deliver the Works and fulfil the commitments the Provider has made in accordance with the Provider’s Method Statements at Schedule 4 [*Method Statements*]. Where there are inconsistencies, the terms of this Schedule 1 [*Specification*] shall prevail