



Clinical Healthcare Waste Collection & Disposal

Gloucestershire Health and Care NHS Trust (GHC)

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Waste Management and Minimisation Services (SBS/17/NH/MXR/9307)

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1. Introduction/Background

- 1.1. The Gloucestershire Health and Care NHS Foundation Trust (GHC) came about as a merger between the 2gether NHS Foundation Trust and Gloucestershire Care Services.
- 1.2. Reference is made throughout this section to an 'Authorised Officer'. This is a person acting on behalf of Gloucestershire Health and Care NHS Foundation Trust. They will amend or add to the site lists and schedules, add or remove waste streams and agree changes to the service. They are also likely to be the person who checks and approves invoices.

2. Output Specification

- 2.1. This output specification provides a description of the desired end results or outcomes of the operations service provision that are expected by the staff, end-users, and communities of Gloucestershire. It is not intended to be a set of instructions but provides detailed guidance to the service provider and customer on the subject of the expected quality standards.
- 2.2. The specification is subject to a set of service levels and KPIs as outlined in Appendix 3 and the service provider will be expected to deliver the service in accordance with the specified targets set against an agreed baseline assessment and show continuous improvement over the term of the contract towards achieving good industry practice over all sites. These performance results and service standards achieved will be published quarterly on the Trusts' website.

3. Values & Principles

- 3.1. The Service Provider is expected to provide a high-quality waste management service by employing professionally trained, experienced and suitably qualified staff. It is important that all staff work to the specification in a spirit of partnership working rather than in a contractual or adversarial manner. It is expected that the waste management will be carried out with professionalism and pride, generating compliments rather than being a source of complaints, which will be monitored via the GHC customer relationship (CRM) system on a continuous basis.

4. Contractual Period & Costs

- 4.1. This contract covers Clinical Healthcare Waste Collection & Disposal for Gloucestershire Health and Care NHS Foundation Trust properties in accordance with the specification detailed within this document.
- 4.2. This contract will be awarded for the period of **five 5 years with an option to extend the contract by one plus one (1+1 year basis)**. This option will be discussed with the company at the quarterly Contract Meetings so agreement on the way forward can be a shared decision.

5. Scope

- 5.1. This contract will provide for the collection, transportation and disposal of wastes arising from healthcare premises across Gloucestershire in line with the Waste Legislation. Wastes will include those of a clinical nature, arising from wards, operating theatres and clinics etc. and which may cause infection or prove hazardous to any person coming into contact with it. Wastes will include those listed in Chapter 18 01 of the European Waste Catalogue 2002. Offensive (hygiene) wastes, pharmaceuticals (including cytotoxic and cytostatic drugs), implants, pacemakers and wastes of a radioactive nature are also included in the contract. The successful contractor will follow all relevant legislation and best practice guidance, and be capable of dealing with current and future service requirements.

6. Waste Streams

Waste streams by type are aligned to the specific site types.

6.1. Clinical Waste

- 6.1.1. For the purposes of this waste specification, clinical healthcare waste shall include (but is not exclusive to) clinical waste, offensive (hygiene) waste, non-infectious waste, pharmaceutical waste (including cytotoxic and cytostatic medicines), anatomical waste, sharps and laboratory wastes (cultures and chemicals used in the diagnosis, provision and

treatment of human healthcare). All such wastes may cause infection or prove hazardous to any person coming into contact with them.

- 6.1.2. Wastes classified as hazardous are those described by the Hazardous Waste (England and Wales) Regulations 2005, the List of Wastes (England) Regulations 2005 and the Waste Framework Directive 2008.
- 6.1.3. Pharmaceutical wastes will include pharmaceutical products, drugs, sera and vaccines which may be expired, unused or spilt and which require special disposal. Will also include gloves, wipes, packaging etc. that may be contaminated with such products or their residues. This will include the disposal of controlled drugs.
- 6.1.4. Offensive (hygiene) wastes are those which are not infectious but which may cause offence due to their nature. They include nappies, sanitary products and plaster casts.
- 6.1.5. Sharps wastes will include items such as needles, hypodermic needles, scalpels and other blades, infusion sets, broken glass, scissors etc. which could cause cuts or puncture wounds. In some instances they may contain pharmaceutical products.
- 6.1.6. Small quantities of amalgam wastes are produced by some Trust sites. The Contractor will supply suitable containers for the collection of this waste at department level and then collect and dispose of full containers.
- 6.1.7. The Contractor will collect, transport and dispose of more specialist healthcare wastes such as (but not exclusive to) implants and pacemakers. All such wastes may cause infection or prove hazardous to any person coming into contact with them and may require special handling and/or disposal procedures.
- 6.1.8. The Contractor will collect, transport and dispose of mattresses from Trust sites which may cause infection or prove hazardous to any person coming into contact with them. Mattresses may also be those classified as offensive waste
- 6.1.9. A few sites still use small quantities of developer and fixer chemicals in the production of x-rays. Within the tender response the Contractor must indicate whether they would collect and dispose of these wastes and if so give costs.
- 6.1.10. It is accepted that certain wastes e.g. pharmaceuticals, anatomical and pathology wastes must be disposed of via incineration. As part of the tender response the Contractor must explain the disposal method for the other waste streams especially offensive waste, non-infectious gypsum (e.g. plaster casts, dental moulds) and orange and Tiger bags.

6.2. **Radioactive Wastes**

- 6.2.1. Radioactive wastes are those generated from therapeutic and diagnostic medicine and subject to the Radioactive Substances Act.
- 6.2.2. Contractor to collect radioactive waste generated from Diagnostic Tests and Therapies from all sites consisting of a number of isotopes; including, but not limited to:
 - (i). Iodine 131,
 - (ii). Iodine 123,
 - (iii). Indium 111,
 - (iv). Chromium 51,
 - (v). Phosphorus 32,
 - (vi). Technetium 99m
 - (vii). Radium 223
 - (viii). Strontium 89.
- 6.2.3. The contractor must provide the radioactive waste consignment paperwork and a disposal certificate. The contractor must also provide the containers to transfer the

waste from the site. The contractor must be able to provide a minimum of 3 collections a year, with additional collections optional.

- 6.2.4. The contractor must comply with the requirements of the Regulations relating to the transport of radioactive waste in force at the time the contract is delivered. It is anticipated that the waste will be transported as an “excepted package”
- 6.2.5. The contractor must be able to supply a permit from the Environment Agency to demonstrate that radioactive waste can be accepted from the Trust. The contractor must be able to fulfil the conditions set out by the Environmental Permitting Regulations 2010.

6.3 Offensive waste (Tiger) and sharps wastes

- 6.3.1 The preferred treatment/disposal of Offensive waste required is municipal incineration/energy from waste at a suitably permitted or licensed facility.
- 6.3.2 The process to safely manage sharps wastes shall be efficient and environmentally responsible.
- 6.3.3 Gloucestershire Managed Services reserve the right to seek alternative waste disposal streams for offensive and sharps wastes with alternative suppliers if the cost or safety element can be improved.

7. Provision of Waste Containers

- 7.1. The Contractor will provide wheeled bins which are suitable for providing the service to this specification. All bins used for the provision of the services will be free of lien or retention by a third party and available at all times without further cost to Gloucestershire Managed Services. Bins will remain the property of, and must be maintained by, the Contractor throughout the contract. Bins must be promptly removed from all sites on the expiry or termination of the contract. Without prejudice to the generality of this obligation, bins shall meet the following specifications:
- 7.2. Bins shall be odour free and free from visible soiling inside and out. Bins shall be washed and disinfected prior to delivery.
- 7.3. Bins shall be lockable with a lock that is superior in quality to the standard budget lock. The Contractor should give details of the type of lock that they would fit to the external bins.
- 7.4. If bin keys are required, then an agreed number of bin keys will be provided free of charge by the Contractor at the beginning of the contract. The Contractor must supply replacement keys to Gloucestershire Managed Services as requested and may levy a stated fixed charge for this. The cost of replacement keys must be detailed in Appendix 2 - Price List & Historical Data.
- 7.5. Bins will be fully maintained and serviced by the Contractor at all times and will be replaced without additional costs to the Trust when required. The Contractor shall immediately (within a maximum of three working days) replace damaged bins with undamaged bins on a one for one basis and the damaged bins shall be removed from the site without delay. As a guide and without limitation, damaged bins include those which are split, have non-working locks or brakes, or have loose or flat wheels.
- 7.6. All Bins will be cleaned and disinfected by the contractor after each service exchange and the cleaning will be to a standard acceptable to the GHC Infection Control Departments. As a guide and without limitation this requires the bins to be free of visible soiling inside and out and odour free. Bins which are considered dirty when delivered to site will be rejected. The contractor must provide details of the bin cleaning regime that would be used on bins supplied to GHC.
- 7.7. Each bin should be marked with a unique identification number (this may include a bar code). This will allow the identification of individual bins and aid the reporting of damaged / faulty bins.

- 7.8. Bins must be designed so as to minimise the risk of arson and fire spread.
- 7.9. Bins should be yellow and offered in two sizes: 770 litres (the majority will be this size); 240 litres. All bins supplied will be on an exchange basis.
- 7.10. From time to time GHC may require additional bins to accommodate emergency overflow of clinical healthcare waste. The contractor shall maintain adequate bin stocks at its own premises and at its own expense to support these requests.

8. Collections and Documentation

- 8.1. Each site will have a different collection schedule and the frequency is subject to the time of tendering and may have to change throughout the contract.
- 8.2. The Contractor shall respond to and rectify missed collections within 24 hours
- 8.3. Wheeled bins will be located in locked compounds and waste yards. On a few sites they are fixed to the wall with a chain and padlock. When exchanging bins or removing waste bags/sharps bins from these bins, the contractor must ensure that the bins have been returned to the compound, are left locked and that the compound is also locked. On some sites compound keys will be provided at the start of the contract, whilst at other sites the contractor will need to contact reception for the keys on each visit. Any lost keys must be reported to reception before leaving site.
- 8.4. The contractor shall supply all necessary consignment notes and/or waste transfer notes for the collection of all waste streams. GHC require these to be electronic and sent to GHC within 24 hours of the waste collection. The use of paper documentation is acceptable only as a contingency plan.
- 8.5. The Contractor shall inform the GHC Authorised Officer (by telephone or email) of cancellation or delays to the service, 2 hours in advance of the scheduled collection time. GHC will provide a list of nominated persons during the implementation phase.
- 8.6. The Contractor shall implement requested changes (bin numbers, waste streams, and collection frequencies) within 10 working days of request, unless mitigating circumstances exist as agreed with GHC.

9. Sustainability

- 9.1. The successful contractor shall operate the service having due care for the environment and must have an environmental policy. This policy may include, but not limited to:
- Vehicles including engine efficiency.
 - Fuel
 - Waste disposal/recycling.
 - Clean incineration, zero to landfill,
 - Waste to energy
 - Carbon footprint reduction/offset scheme. The contractor must optimise fleet to ensure minimum carbon footprint which may include minimising journeys
 - Corporate sustainability
 - Metal instrument recycling
 - Sharps disposal – reusable method to safely manage sharps waste

Any saving from improved sustainability would be subject to a revenue share between the contractor and Gloucestershire Managed Services.

The successful contractor shall work collaboratively with GHC to suggest and develop new waste streams that will maximise recycling (within legislation) and reduce the impact on the environment.

10. Information Governance

- 10.1. The successful contractor must be registered with the NHS Digital Data Security and Protection Toolkit¹. All organisations that have access to NHS patient data and systems must use this toolkit to provide assurance that they are practising good data security and that personal information is handled correctly.
- 10.2. All of the successful contractors staff with access to Trust data must have signed a confidentiality agreement.
- 10.3. The successful contractor will be a data processor², as defined by the Information Commissioner's Office (ICO) for the life of this contract.
- 10.4. As a data processor, the successful contractor must follow the Data Protection Protocol any changes required by the Authority Data Protection Officer (DPO) shall be adhered to by the successful contractor.
- 10.5. The successful contractor must provide assurance of data protection and information security compliance in line with the GDPR, Data Protection Act 2018 (as amended)³ and ICO guidance at all times throughout the lifetime of the contract. The successful contractor shall ensure that its staff do not divulge or disclose details of any Patient's illness or medical condition or treatment received to any person other than disclosure to authorised persons for the purposes of obtaining treatment.
- 10.6. Any changes to either the information provided by the successful contractor, or in the methodologies declared for the processing the Personal Identifiable Data shall be notified to the Authority immediately and a new assessment may be required to be completed to assure the Authority that the data is being managed in an acceptable manner, is proportionate and relevant for purposes it will be used for at all times throughout the contract period, and any extensions.
- 10.7. Her Majesty's Government (HMG) has worked with the Information Assurance for Small and Medium Enterprises (IASME) consortium and the Information Security Forum (ISF) to develop the Cyber Essentials Scheme⁴, a set of basic technical controls for organisations to use.
- 10.8. The Cyber Essentials Requirements document⁵ sets out the necessary technical controls. The successful contractor will be required to comply with the Cyber Essentials scheme for the entire contract period and any extensions, ensuring that any changes or additional requirements introduced are complied with.
- 10.9. As of the 01 October 2014, HMG requires all bidders for public sector procurement exercises that contain certain sensitive and personal information handling as part of the contract be certified against the Cyber Essentials scheme.
- 10.10. For this contract, the Authority shall require the successful contractor to be certified against the Cyber Essentials Plus criteria.

11. Contract Management and reporting

- 11.1. Account Manager
- 11.2. The successful contractor shall appoint and provide contact details for an Account Manager upon award of the Contract. In the event of unsatisfactory performance the Trust reserves the right to stipulate that the Account Manager must be changed.
- 11.3. The Account Manager tasks are envisioned, but not limited to:
 - (i). Manage the Trust properties for the provision of Waste Management.

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- (ii). Liaising with the GHC Contract Management Team.
- (iii). Acting as an escalation point for queries, advice and issues.
- (iv). Identification of opportunities for cost savings and improvements.
- (v). Recording and agreeing changes to improve the service.
- (vi). Trend analysis.
- (vii). Preparation for review meetings including the provision of a Management Information report – content to be agreed at implementation stage.
- (viii). Fulfilling requests for information from the Trust.
- (ix). Information security & governance.
- (x). Incident Handling and responses.

11.4. Contract Review meetings shall include, but not be restricted to the following topics:-

- (i). Overall performance against key performance indicators (KPI's).
- (ii). See also Appendix 3 – KPIs and Liquidated Damages.
- (iii). Volume and expenditure trends.
- (iv). Compliance and satisfaction levels.
- (v). Sustainability strategy and performance.
- (vi). Business Continuity issues and updates.
- (vii). Proposals for improvements on any area of the contract.
- (viii). Review of market conditions/ intelligence.
- (ix). Trading Conditions and Financial Stability.
- (x). Review of risk assessment.
- (xi). Consideration of security incidents and trends, other security issues and review of Security Plan.

11.5. GHC may make ad hoc requests to the Account Manager for management information and support for Freedom of Information requests, all of which shall be provided at no additional cost. The successful contractor shall note that such responses are often required urgently and shall be prepared to work to whatever deadline the Trust proposes/stipulates.

11.6. The Account Manager shall ensure that all relevant staff in the successful contractor's organisation will be fully briefed on the nature and details of the service provision and any changes as a result of any improvements identified.

11.7. The successful contractor shall bear all of their costs associated with contract management including attendance at meetings, which may be held at either the Trust's or the successful contractor's premises or virtually using MS Teams.

11.8. The contractor shall supply GHC with a monthly report showing the volume and cost of each waste stream collected from each site. The report is required no more than four weeks after the month end and in Excel format. A web based tool may be used in addition to an Excel spreadsheet.

11.9. The contractor shall supply Quarterly returns giving full details of the disposal of all wastes covered by consignment notes. Quarterly returns shall be supplied no later than two (2) weeks prior to the contract review meeting.

11.10. Gloucestershire Managed Services personnel shall visit contractor premises for Duty of Care inspections – waste transfer stations, AT and incinerators including any additional premises used as part of the contractor's contingency plans.

11.11. The contractor shall act on any required improvements arising from the Dangerous Goods Safety Advisor (DGSA) audit and pre-acceptance audit.

- 11.12. The contractor shall provide posters and training materials and help in delivering training to staff on new segregation methods. Help in delivering on-going, refresher type waste training would be welcomed.
- 11.13. The Account manager and/or contractor personnel shall be expected to attend occasional “Waste Awareness” events for GHC and Trust staff. The spirit of working collaboratively is required.

12. Key Performance Indicators (KPI's) and Service Credits

- 12.1. The Supplier shall provide robust processes to ensure they achieve the KPI's outlined in Appendix 3.
- 12.2. KPI's and the linked Liquidated Damages (LD) will be reviewed at each contract management review meeting, and the successful contractor will provide evidence through the MI data to evidence their performance.
- 12.3. Where a KPI target has been missed due to exceptional circumstances outside of the successful contractor's control or through the Trust/GHC not meeting its contractual obligations, then the individual incidents will be reviewed and a decision reached between the Contract Manager and the Account Manager as to the application of the LD
- 12.4. The KPI's and the liquidated damages will be applied after the 3 month mobilisation period.

13. Emergency and contingency planning including for COVID

- 13.1. This is a critical service to ensure business continuity with clinical operations even during further viral outbreaks such as COVID. The supplier shall be required to maintain services dedicated as being critical sites in column b of Appendix 1 site list even during periods of declared emergencies.
- 13.2. The Contractor must make arrangements to ensure a regular and reliable service and must provide details of how they would deal with the following:
- Emergency transport arrangements to cover non-availability of the designated vehicle or driver
 - Fuel shortages
 - Staff shortages
 - Loss of the main disposal plants
 - Vehicle breakdown
 - Adverse weather conditions
 - Driver strike or other industrial action
 - Loss of transport fleet (1 or more key vehicles)
 - No incineration, treatment or landfill capacity
 - Company in liquidation
 - Company prosecution
 - Company prosecution
 - Pandemic

These contingency plans must cover all waste streams and are to be provided as part of the return documentation.

14. Exit Planning & Assistance

- 14.1. The successful contractor will be required to create and maintain an exit plan throughout the length of the contract period, in line with the following timescales;
- 14.2. On implementation, an indicative exit plan will be provided to GHC by the successful contractor.
- 14.3. After the first six (6) months a finalised exit plan will be provided to GHC by the successful contractor.
- 14.4. At the annual contract review meeting the exit plan will be updated by the successful contractor and provided to Gloucestershire Managed Services.
- 14.5. On cessation of the contract, all electronic information shall be provided to GHC at no cost. This must include all data relevant to GHC, as per the Trusts Terms & Conditions, all data belongs to GHC and must be provided to GHC in a reasonable timescale and format.
- 14.6. Any exit plan must have clear timescales and confirmation of resource commitments required by the supplier to ensure that any handover of data to a new provider shall be in a reasonable and timely manner, in agreement with the Trust and the new provider's implementation plan.

15. Staffing

- 15.1. The successful contractor will be required to demonstrate that all staff have gained appropriate occupational health clearance based on their roles prior to the commencement of employment.
- 15.2. Occupational health clearance for all staff involved in service delivery on Authority premises under this contract must also include compliance with immunisation requirements as per the Public Health England (PHE) The successful contractor shall be required to monitor any such immunisations and ensure suitable monitoring processes are in place such that any boosters or additional requirements are captured and undertaken, at their own cost.
- 15.3. The successful contractor must confirm that ALL their staff shall sign a formal confidentiality and non-disclosure agreement, with respect to Authority data and patient confidentiality.
- 15.4. Disclosure and Barring Service (DBS) basic checks (where applicable to higher levels), shall have been carried out for all staff used on this contract. With process in place to identify when a new check is needed.
- 15.5. The successful contractor shall ensure an identity badge is provided, to all staff assigned to work on, or enter, Authority premises, which must include an up to date photograph and a contact telephone number to enable the identity of the successful contractor staff to be confirmed. This identity card must be provided to personnel on commencement of working on the contract. This must be worn at all times by the staff when working on this contract.
- 15.6. The successful contractor will recruit competent technical trained staff in order to comply with the successful contractor's obligations. All successful contractors' staff will have on-going training reviews, and the successful contractor will develop its staff, to meet any current or future regulatory requirements.
- 15.7. The Contract Manager may exclude from the contract any staff member of the successful contractor who persistently fails to meet the required standards of competence and behaviour and request that the successful contractor ensures that they are not involved in the provision of this service for the remainder of the contract, and any extensions.
- 15.8. The successful contractor shall ensure that every member of staff employed to work on this contract, including temporary staff and any Sub-Contractors workforce can confirm as a minimum, all of the following:
 - (i). Name, date of birth and address.
 - (ii). National Insurance number or other unique personal identifying number where appropriate.
 - (iii). Full details of previous employers (name, address and dates), for a minimum of the past three (3) years.
 - (iv). Confirmation of any necessary qualifications/licenses.

- (v). Educational details and references where someone is new to the workforce when these are considered necessary.
 - (vi). Confirmation of permission to work in the UK, if appropriate.
 - (vii). A Criminal record declaration form.
- 15.9. The successful contractor must hold validated references for their staff, including documentary evidence
 - (i). To establish the bona fide status of the staff.
 - (ii). Their permission to work within the UK prior to the commencement of working with the Authority.
- 15.10. The successful contractor must ensure that their staff comply with Gloucestershire Managed Services policies in respect of;
 - (i). Mental Health Awareness.
 - (ii). Manual Handling.
 - (iii). Equality and Diversity.
 - (iv). Security and Fire.
 - (v). Health and Safety.
 - (vi). Information Governance.
 - (vii). Infection Prevention & Control.
 - (viii). Safeguarding of Adults and Children / PREVENT Awareness . (minimum standard the Authority Baseline level information leaflets must be available to staff) .
 - (ix). This list is not intended to be exhaustive.
- 15.11. It is a requirement that, at the successful contractor's own cost, all staff, including Sub-Contractors and their staff, working on this contract must be fully trained in respect of the Authority's Policies for the items.
- 15.12. Gloucestershire Managed Services employs a diverse workforce and treats some of the most vulnerable patient demographics. The successful contractor must ensure that personnel engaging with the GHC/Trust staff and its patients act in a non-discriminatory manner.
- 15.13. Gloucestershire Managed Services requires that any of the successful contractor's staff who fails to satisfy vetting procedures, or who refuse to be vetted, be removed from all tasks involved in the delivery of the service. GHC shall not give reasons for this requirement and the successful contractor must comply with such a direction.
- 15.14. Staff Training, familiarisation and compliance
- 15.15. The successful contractor's staff that will be involved in the provision of the services required under this contract are to demonstrate on-going competence to the Trust standards.
- 15.16. The successful contractor will ensure all manual handling complies with Manual Handling Regulations 1992 (as amended) including where required a dynamic risk assessment in accordance with TILEO (Task, Individual, Load, and Environment Other) protocols.
- 15.17. Where required the successful contractor will seek the advice and support of the GHC Health & Safety and Risk Management team to resolve issues from any risk assessment undertaken.
- 15.18. Resource Manning levels
- 15.19. The successful contractor shall ensure that sufficient inducted staff are allocated to the contract. That this manning level is maintained throughout the contract period and any extensions.
- 15.20. The successful contractor shall at their own cost, ensure that the manning level is maintained, such that the management and delivery of this contract is not impacted.

- 15.21. It is envisioned that the successful contractor shall take all reasonable actions to cover for the following potential impacts to staffing levels, which may include but not limited to
- (i). Short term; holidays, sickness, compassionate, study and other types of leave.
 - (ii). Long term; long term sickness, staff retirement, staff resigning, recruitment period(s).
 - (iii). Any use of Sub-Contractors workforce to backfill shall be at the successful contractors own cost.
- 15.22. Where the successful contractor requires relief staff to rotate through the service activity, in order to maintain site and contract familiarity, the successful contractor shall ensure suitable processes and records are maintained to monitor such activity. The Authority may request evidence of this monitoring as part of a service audit.
- 15.23. Smoking
- 15.24. The successful contractor shall ensure that all of its staff member(s) used in the provision of the services shall abide by the Trust's smoke free zones. Smoking by any person is strictly prohibited whether prior, during or after the provision of services whilst within a Trust smoke free zone, or within a vehicle delivering the contract.
- 15.25. Gloucestershire Managed Services reserves the right to require the replacement of any of the successful contractor's staff member(s) observed or otherwise reasonably suspected of smoking within a Trust smoke free zone.
- 15.26. The Trust defines the use of any alternative e-cigarette or vaping device to be smoking, and the same restrictions apply as if the staff member(s) were smoking tobacco.
- 15.27. Alcohol and Illegal Drugs
- 15.28. The successful contractor shall ensure that its staff member(s) do not perform any services whilst under the influence of either alcohol or illegal drugs.
- 15.29. Gloucestershire Managed Services may if it suspects that any staff member(s) is under the influence of either alcohol or illegal drugs:
- (i). Suspend/terminate the staff member(s) from providing services under this agreement.
 - (ii). Inform the Police of any suspected offence.
- 15.30. The successful contractor shall not be entitled to any payment from Gloucestershire Managed Services nor shall it be entitled to make any claim for any losses or expenses whatsoever or howsoever incurred as a result of, or any period of suspension of the staff member(s) from this contract.
- 15.31. Gloucestershire Managed Services may at any time during the Term of this agreement introduce a system for testing staff member(s) for alcohol and illegal drugs. GHC shall provide the successful contractor with fourteen (14) days prior notice in writing of the intention to commence a testing program together with details of the requirements in relation to any such program
- 15.32. Prescribed and non-prescribed medication
- 15.33. The successful contractor shall ensure that it implements procedures for monitoring the taking of medication by their staff member(s) to ensure that the recommendations of their doctor, or, for over the counter remedies, the manufacturer in relation to driving / operating machinery, are appropriately followed.

16. Personal Protection Equipment (PPE)

- 16.1. The successful contractor's staff engaged with activities relating to this contract on Trust premises must be easily identifiable, be professionally presented and wear the appropriate PPE when entering any of the Trust sites.
- 16.2. Where the successful contractor intends to use Sub-Contractors, the Sub-Contractors workforce engaged with activities relating to this contract on Trust premises must be easily identifiable, be

professionally presented and wear the appropriate PPE when entering any of the Trust sites.

- 16.3. As a minimum the successful contractor will ensure that all operatives undertaking work as part of this service will wear PPE deemed necessary identified from a task specific risk assessment and in compliance with the Personal Protective Equipment Regulations 2002 (as amended) and the Personal Protective Equipment at Work Regulations 1992 (as amended). To be provided by the successful contractor at their own cost.

17. Complaints

- 17.1. The successful contractor shall notify the Contract Manager of any complaints lodged concerning the service with a copy of any relevant documentation. The Contractor shall acknowledge written complaints raised by the Customer, within 48 hours (Monday to Friday) of receipt. A written response to complaints must be submitted within five (5) working days.
- 17.2. Complaints about the service must as a matter of routine be reported to the Contract Manager who shall immediately instigate an investigation into the matter and if the complaint appears justified the Contract Manager shall contact the Account Manager in writing in order to resolve the problem. The Account Manager shall investigate the matter and reply to the Contract Manager in writing in accordance with the Trust's complaints procedure.
- 17.3. The Account Manager and the Contract Manager shall also review any complaints made and any resulting actions implemented as a result at the following scheduled review meeting(s).

18. Quality Standards

- 18.1. From the commencement of the contract, the successful contractor shall be required to hold accreditation and comply with any and all subsequent revisions, or successor standards, throughout the length of the contract, of the following (or latest relevant version) standards:
- 18.1.1. ISO 14001 Environmental Management
 - 18.1.2. QMS
 - 18.1.3. IG Management 27001

19. Business Continuity

- 19.1. The successful contractor shall use reasonable endeavours to ensure its Business Continuity Plan (BCP) operates effectively alongside the Trust/GHC BCP where relevant to the provision of the services.
- 19.2. Where "Business Continuity Plan" means the successful contractor's BCP which includes its plans for continuity of the service during a Business Continuity Event (BCE).
- 19.3. Where "Business Continuity Event" means any event or issue that could impact on the operations of the successful contractor and its ability to provide the service including influenza pandemic and any Force Majeure event.
- 19.4. Throughout the term, the successful contractor shall need to ensure its BCP provides for continuity during a BCE. The successful contractor shall be required to confirm and agree such BCP details and shall continue to detail robust arrangements that are reasonable and proportionate to:
- 19.4.1. The criticality of this contract to the Gloucestershire Managed Services.
 - 19.4.2. The size and scope of the successful contractor's business operations.
 - 19.4.3. Continuity of the provision of the services during and following a BCE.
- 19.5. The successful contractor shall need to conduct a business continuity programme over a twelve-month period which shall actively document action based learning from any arising incident, training or exercising completed. The plan, programme and learning documents shall be open to inspection and report as part of the Gloucestershire Managed Services's core standards assurance process.
- 19.6. The successful contractor shall need to provide to Gloucestershire Managed Services a copy of any updated or revised BCP within fourteen (14) working days of any material update or revision to the BCP.

- 19.7. Gloucestershire Managed Services may suggest reasonable and proportionate amendments to the successful contractor regarding the BCP at any time. Where the successful contractor, acting reasonably, deems such suggestions made by the Authority to be relevant and appropriate, the successful contractor shall incorporate into the BCP all such suggestions made by Gloucestershire Managed Services in respect of such BCP. Shall the successful contractor not incorporate any suggestion made by the Authority into such BCP it shall explain the reasons for not doing so to Gloucestershire Managed Services in writing to the Contract Manager.
- 19.8. Should a BCE occur at any time, the successful contractor shall implement and comply with its BCP and provide regular written reports to the Contract Manager on such implementation.
- 19.9. During, and following, a BCE, the successful contractor shall use reasonable endeavours to continue to provide the services in accordance with the contract.

20. Use of Sub Contractors

- 20.1 Names and service offers of all proposed Sub Contractors must be provided to GHC where applicable.
- 20.2 The Contractor is responsible for ensuring that all Sub Contractors maintain appropriate permits and licences; and will provide copies to the GHC Authorised Officer upon request.
- 20.3 The Contractor shall not further sub-contract the collection, transportation or disposal of waste, beyond that identified within the contract proposal, without the prior consent in writing, of the GHC. GHC may request duty of care visits to proposed Sub Contractor facilities prior to consent for their use.
- 20.4 The Contractor is responsible for the service provision of the sub-Supplier services as if the Supplier was providing the service directly and any associated administration charges for the management of sub-contracted services must be integrated into the overall Contract Price and Charges.

21. Invoicing

- 21.1. The contractor shall provide monthly invoices. Separate invoices must detail each site and show the cost of each waste stream. These invoices shall be sent electronically.

22. Site access and site visits

- 22.1 The size of the vehicle will be restricted by the available access to all sites and it is the contractor's responsibility to satisfy itself that suitable site access is available in all cases for its vehicles.
- 22.2 **GHC will offer the opportunity for site visits before Monday 27th September. Contact Pete Scarrott, Head of Facilities on 0300 422 3217 or email: pete.scarrott@nhs.net**

23. Implementation plan

- 23.1 The contractor shall submit an implementation plan which would be initiated following contract award
- 23.2 The Contractor must agree an implementation plan with GHC as part of the contract, to ensure services are available from the start date agreed with the Trust.
- 23.3 The Contractor shall liaise with the GHC Authorised Officer on the progress of the Implementation plan at a frequency agreed as part of the implementation process.
- 23.4 The Contractor shall ensure that the Trust and GHC experiences minimum disruption at the point of handover from the implementation to going live.
- 23.5 The Contractor shall meet at least monthly with GHC to facilitate the implementation plan.

24. Reference site to be provided

The contractor shall submit details of three (3) comparable Acute Hospital reference sites to include named contact details.

Appendix 1 – Site list including SRO contact List

The Supplier shall ensure that they familiarise themselves and comply with all site access requirements as part of the delivery of the gritting services to the Trust.

No	Site	Address	Location	Postcode	Services	SRO Contact details	Facilities Manager
1	Acorn House	Horton Road	Gloucester	GL1 3PX	Children & Specialist services		
2	Ambrose House	Units 4 & 5, Meteor Business Park, Barnett Way	Gloucester	GL4 3GG	Support		
3	Avon House (Lease)	Green Lane Business Park	Tewkesbury	GL20 8SJ	One stop Team, Later life recovery & Tewkesbury Recovery		
4	Beeches Green Health Centre (NHS PS)	Block B Beeches Green, Stroud, Gloucestershire	Stroud	GL5 4BH	Dental		
5	Berkley House	Berkeley Close, Cashes Green	Stroud	GL5 4SA	Inpatient Mixed Learning Disability		
6	Brownhill Centre	Swindon Road	Cheltenham	GL51 9EZ	Eating disorders clinic (Countywide) & North intermediate Care Team (ICT)		
7	Charlton Lane Centre	Charlton Lane	Cheltenham	GL53 9DZ	Inpatient Wards: Chestnutt Ward, Mulberry Ward, Willow Ward & Health Records		
8	Charlton Lane Centre - Evergreen House	Charlton Lane	Cheltenham	GL53 9DZ	LD services Level 3, Primary Mental health Worker Level 2, Vulnerable Children Team		
9	Charlton Lane Centre - Leckhampton Lodge	Charlton Lane	Cheltenham	GL53 9DZ	Cheltenham and North Cotswolds recovery / Complex Psychological Interventions, North DLCT nd North AOT, SALT		
10	Charlton Lane Centre - Sherbourne House	Charlton Lane	Cheltenham	GL53 9DZ	Community Dementia Nurses, Dementia Education Team, Community Services managers - North locality, Clinical Director North Locality		
11	Charlton Lane Centre - The Fritchie Centre	Charlton Lane	Cheltenham	GL53 9DZ	Managing Memory, Managing Memory Advisory Service, Community Dementia Nurses, Care Home Support Team,		
12	Churchdown Clinic	56 Abermarle Road, Churchdown	Gloucester	GL3 2HE	Clinical		
13	Cinderford Health Centre (NHS PS)	Dockham Road, Cinderford	Forest of Dean	GL14 2NA	ICT/SALT		

14	Cirencester Hospital	Tetbury Road	Cirencester	GL7 1UY	Bone Health Service, Children's physio, Community Dental Services, Complex Leg Wound Service, Diabetes Service, Health Visitors, IV Therapy, MIU, MSKCAT Adult Physiotherapy, OT - CYPs, School Nurses, Working Well		
15	Cirencester Memorial Centre	Sheep Street	Cirencester	GL7 1RQ	Cirencester One Stop Recovery Team, MHICT, Psychological Therapies		
16	Coleford Health Centre (NHS PS)	Railway Drive, Coleford	Forest of Dean	GL16 8RH	Podiatry/SALT		
17	Colliers Court	Latimer Road	Cinderford	GL14 2QA	Forest CLDT, SALT, One stop Team - Recovery and Older Life, Managing Memory, MHICT		
18	Collingwood House	Horton Road	Gloucester	GL1 3NN			
19	Dilke Hospital	Speech House Road	Cinderford	GL14 3HX	Adult MSK Physiotherapy, Assessment & Rehab Units, children in care, Diabetes Service, Children's Physiotherapy, Health Visitors, Integrated Community Team, IV Therapy, MIU, Occupational Therapy - Children, Podiatry, Rapid Response Team, School Nurses, SALT, Tissue Viability Service, Working Well.		
20	Edward Jenner Court (NHS PS)	1010 Pioneer Avenue, Brockworth	Gloucester	GL3 4AW	Trust Executive, Corporate Teams		
21	Fairford Hospital	The Croft Fairford	Gloucestershire	GL7 4BB			
22	George Moore Clinic	Moore Road, Bourton on Water,	Gloucestershire	GL54 2AZ	Complex Leg Wound Service, Community Dental, Services, Health Visitors		
23	Honeybourne Rehabilitation Centre	Swindon Road	Cheltenham	GL5 4SA	Recovery inpatient		
24	Hope House	Great Western Road	Gloucester	GL1 3NN	Sexual Health and Sexual Assault Centre (SARC)		

25	Independent Living Centre (Lease)	Village Road	Cheltenham	GL51 0BY	Children's SALT, Integrated Community Teams, Rapid Response, Telecare Team, Wheelchair Assessment Service		
26	Invista Management Block (Lease)	Ermin St, Brockworth	Gloucester	G3 4 HP	Training, Ops		
27	Laurel House / Stanway Centre	123 Swindon Road	Cheltenham		Recovery Inpatients		
28	Lexham Lodge	Copt Elm Road, Charlton Kings	Cheltenham	GL53 8AG	CRHT Team North		
29	Lexham Pavilion	Copt Elm Road, Charlton Kings	Cheltenham	GL53 8AG	Autistic Spectrum Condition		
30	Lydney District Hospital	Grove Road,	Lydney	GL15 5JF	Complex Leg Wound Service, Health Visitors, Lymphoedema Service - Macmillan, MIU, Working Well		
31	Lydney Health Centre (NHS PS)	Albert Street, Lydney	Forest of Dean	GL15 5NQ	Podiatry, Dental		
32	Milsom Centre	8 Milsom Centre	Cheltenham	GL50 4BA	Family Planning & Sexual Health		
33	Montpellier Court (Lease)	Gloucester Business Park	Gloucester		School Immunisation Team		
34	Newent Health Centre (NHS PS)	Watery Lane, Newent	Gloucester	GL18 1BA	Podiatry, Physio, HVs		
35	North Cotswolds Hospital	Stow Road	Moreton-on-Marsh	GL56 0DS	Health Visitors, MIU, Working Well, Immunisation clinics		
36	Park House Day Hospital	Park Road	Stroud	GL5 2JG	MHICT Stroud & Gloucester, Managing Memory, Level 3 CYPS, Primary Mental Health Workers (Level 2)		
37	Pullman Place	Great Western Road	Gloucester	GL1 3NF	Gloucester MH Hub		
38	Quedgeley Health Clinic	St James, Quedgely	Gloucester	GL2 4WD	Clinical		
39	Rikenel	Montpellier	Gloucester	GL1 1LY	Facilities & Estates, Working Well, Homeless Healthcare, SALT, School Nurses		
40	Southgate Moorings (Lease)	2 Kimbrose Way	Gloucester	GL1 2DB	Community Dental Services, Lymphoedema Service - Macmillan, Cardiac Rehabilitation, Various community services		
41	Springbank Community Resource Centre	Springbank Cottage, Hope Orchard, Springbank Way	Cheltenham	GL51 0LT	CYPS, Dental		

42	St Pauls Medical Centre (Lease)	21 Swindon Rd	Cheltenham	GL50 4DP	Podiatry/Dental		
43	Stokes Hay Nurses Base	Cheltenham Road East, Churchdown,	Gloucester	GL3 1HX	Clinical		
44	Stonehouse Health Centre	25 High Street, Stonehouse	Stroud	GL10 2NG	ICT, Podiatry, MSK		
45	Stroud General Hospital	Trinity Road	Stroud	GL5 2HY	MIU, Children's physio, Working Well,		
46	Stroud General Hospital - Marsbury House	Bowbridge Lane	Stroud	GL5 2JP			
47	Stroud Maternity Hospital	Field Road	Stroud	GL5 2 JB	Maternity Services		
48	Tewkesbury Community Hospital	Barton Road	Tewkesbury	GL20 5GJ	Children's Physiotherapy, Health Visitors, MIU, School Nurses, SALT - CYPS		
49	Tewkesbury Hospital Old OPD Building	Barton Road	Tewkesbury	GL20 5GJ			
50	Tyndale Day Centre	The Slade	Dursley	GL11 4JX	Intermediate Care Team (Stroud), Later Life Services, Stroud Recovery		
51	Vale Hospital	Lister Road	Dursley	GL11 4BA	Children's Physio, Community Dental Services, Health Visitors, OT - children, SALT - CYPS, Working Well		
52	Weavers Croft	Field Road	Stroud	GL5 2HZ	Assertive Outreach Team, One Stop Team - Later life and learning disabilities, SALT, recovery and complex psychological interventions Stroud CRHT Team		
53	Wotton Lawn Greyfriars Unit	Mayhill Way	Gloucester	GL1 3PX	Inpatient Psychiatric Intensive Care		
54	Wotton Lawn - Montpellier Unit	Gloucestershire Royal Hospital, Great Western Road	Gloucester	GL1 3PX	Inpatient, Criminal Justice Liaison Team		
55	Wotton Lawn - Robert Maxwell Suite (s. 136)	Mayhill Way	Gloucester	GL1 3PX	Section 136 services		
56	Wotton Lawn Hospital	Horton Road	Gloucester	GL13PX	Inpatient Psychiatric Wards		

Appendix 2 - Historical Data

Field	Unit	Definition	CGH	GRH	Stroud Mat	Thirlestaine Court	Little Apples (Cunningham House)	Forest Dialysis Unit	Landsdown Lodge
Incineration (clinical waste) volume	Tonnes	Volume of all clinical waste sent to incineration as the primary treatment source for EWC Codes: <ul style="list-style-type: none"> • 18-01-03*: Wastes whose collection and disposal is subject to special requirements in order to prevent infection • 18-01-03*/09: Other medicinally contaminated • 18-01-09: Non-hazardous pharma – blue lidded • 18-01-03*/06: Infectious clinical waste - yellow bag • 18-01-08*: Cytotoxic and cytostatic medicines • 18-01-02*/03: Chemically preserved - infectious or non-infectious • Radioactive. 	55.1 1853	120.6029 6	0.525999	0.197	n/a	0.4487	0.03516
Alternative Treatment (clinical waste) volume	Tonnes	Volume of all clinical waste including adjustments for accrued liabilities for waste processed via alternative treatment e.g. autoclave, rotoclave for EWC Code/s: <ul style="list-style-type: none"> • 18-01-03*: Wastes whose collection and disposal is subject to special requirements in order to prevent infection 	191. 6024 3	504.7612 7	0.5427	3.338	n/a	6.7783	0.316
Offensive waste volume	Tonnes	Volume of waste including adjustments for accrued liabilities relating or the disposal of offensive waste for ECW Code/s: <ul style="list-style-type: none"> • 18-01-04: Healthcare offensive waste, eg outer dressings and protective clothing like masks, gowns and gloves that aren't contaminated with body fluids, and sterilised laboratory waste <p>Detailed information can be found on the Government website for waste classification; please see link below:</p>	1.99 31	24.15433	0.6901	n/a	1.338	n/a	0

Appendix 3 – Service Levels (KPI's & Liquidated damages)

No.	KPI	Service Level Criteria	Service Credit for non-compliance with Service Levels	Specification Reference	Monitoring Method
1	Overall Performance Target	The Contractor shall ensure that the collection success rate meets 95%. (after 3 month mobilisation period)	0.1% for one failure to achieve the Service Level in a month, 1.0% for two or more failures	2.2	Monthly waste report compiled by GHC Waste Coordinators
2	Compliance	The Contractor shall ensure that waste consignment documentation accompanies all collections and the electronic version is sent within 24 hours of the collection.	0.1% for one failure to achieve the Service Level in a month, 1.0% for two or more failures	8.4	Monthly waste report compiled by GHC Waste Coordinators
3	Missed collections/ Rectification	The Contractor shall respond to and rectify missed collections within 24 hours.	0.1% for one failure to achieve the Service Level in a month, 1.0% for two or more failures	8.2	Monthly waste report compiled by GHC Waste Coordinators
4	Collection Times	<p>The Contractor shall ensure that collections are made within agreed times at the designated locations. Unless the appointed GHC Authorised Officer has agreed to changes, confirmed in writing.</p> <p>Gloucestershire Royal Hospital Mon-Sun 07:00hrs -20:00hrs Cheltenham General Hospital Mon-Sat 06:00hrs -20:00hrs Pathology Waste Hold CGH Tues 06:00hrs -08:00hrs Thirlestaine Breast Centre Mon-Sat 06:00hrs -08:00hrs Forest Dialysis Unit Mon-Sat 09:00hrs -17:00hrs Little Apples Nursery Mon-Thurs 06:00hrs -08:00hrs Fertility Clinic, Old Chapel Wed 09:00hrs -17:00hrs Stroud Maternity Thurs 05:00hrs – 08:00hrs</p> <p>In the event of a major incident, collection schedule to be agreed through negotiation with GHC Authorised Officer.</p>	0.1% for one failure to achieve the Service Level in a month, 1.0% for two or more	Appendix 1	Collection times report compiled by GHC Waste Coordinators
5	Collection Times	The Contractor shall inform the GHC Authorised Officer of cancellation or delays to the service, 2 hours in advance of the scheduled collection time.	0.1% for one failure to achieve the Service Level in a month, 1.0% for two or more	8.5	Collection times report compiled by GHC Waste Coordinators
6	Bin Quality	The Contractor shall ensure that all bins supplied are in full working order. Any faulty/damaged bins shall be replaced within 3 working days of report being made.	0.1% for one failure to achieve the Service Level in a weekly inspection. 1.0% for failure during a second inspection in the same month.	7.4	As reported by GHC Waste Coordinator with photographic evidence.
7	Bin Quality	<p>The Contractor shall ensure that all bins are odour free and free from visible soiling inside and out.</p> <p>The Contractor shall verify appropriate washing and disinfection of all bins.</p>	0.1% for one failure to achieve the Service Level in a weekly inspection. 1.0% for failure during a second inspection in the same month.	7.6	<p>As reported by GHC Waste Coordinator with photographic evidence.</p> <p>Contractor washing disinfection procedure and safe system of work.</p>

No.	KPI	Service Level Criteria	Service Credit for non-compliance with Service Levels	Specification Reference	Monitoring Method
8	Bin Collections	All wheeled bins shall be returned to the agreed location, with gates shut, compound locked and bins chained up (as appropriate to each site)	0.1% for any failure to maintain best practice in accordance with the Service Level. 1.0% for a second failure in the same month.	8.2	As reported by GHC Waste Coordinator with photographic evidence.
9	Requested Service Changes	The Contractor shall implement requested changes (bin numbers, waste streams, and collection frequencies) within 10 working days of request, unless mitigating circumstances exist as agreed with GHC.	0.1% for any failure to maintain best practice in accordance with the Service Level. 1.0% for a second failure in the same month.	8.6	As recorded by GHC Waste Manager
10	Reports and Management information	The Contractor shall provide a monthly report detailing waste streams by volume and cost for each site. Report required no more than four weeks after the month end and in Excel format. A web based tool may be used in addition to an Excel spreadsheet.	0.1% for one failure to meet the Service Level in a month. 1.0% for a second failure in the same month.	11.8	Quarterly Contract review meetings with Contractor and GHC representatives
11	Reports and Management information	The Contractor shall provide management information/reports on a quarterly basis, at least 2 weeks prior to the Contract review meeting.	0.1% for one failure to meet the Service Level in a month. 1.0% for a second failure in the same month.	11.9	Quarterly contract review meetings with Contractor and GHC representatives Contractor report submission 2 weeks prior to review meeting
12	Complaint Handling	The Contractor shall acknowledge written complaints raised by the Customer, within 48 hours (Monday to Friday) of receipt. The Contractor shall provide a written response to complaints within five (5) working days with copies of relevant documentation to evidence that such actions resulted in Customer approved resolution. The Contractor shall maintain and demonstrate an appropriate Complaints procedure.	0.1% if one complaint not promptly handled in accordance with the Service level, 1.0% if two or more not dealt with promptly in a month.	17.1	Complaints log as recorded by GHC Waste personnel. Review of customer complaints at quarterly contract review meeting. Complaint, action and resolution log maintained by the Contractor.
		Maximum possible Service Credits 12%			
		GHC are required to:			
A	Waste presentation	GHC shall ensure that waste is presented to the Contractor in accordance to best practice and guidance.	0.1% for one failure to meet the Service Level in a month. 1.0% for a second failure in the same month.	N/A	Contractor to provide photographic evidence of non-conformance and written evidence to enable GHC to undertake an investigation.
B	Access	GHC shall ensure access is maintained to all bin stores/compounds in order that collections can be made in accordance with the Contractor's schedule.	0.1% for one failure to meet the Service Level in a month. 1.0% for a second failure in the same month.	N/A	Contractor to provide photographic evidence of non-conformance and written evidence to enable GHC to undertake an investigation
C	Availability of appointed	GHC shall ensure an appointed person is available to sign documentation.	0.1% for one failure to meet the Service Level in a month. 1.0% for	N/A	Contractor to provide documented evidence to enable GHC to

No.	KPI	Service Level Criteria	Service Credit for non-compliance with Service Levels	Specification Reference	Monitoring Method
	GHC personnel	This may require a phone call to be placed by the driver to a nominated person from an agreed list of GHC personnel.	a second failure in the same month.		undertake an investigation

Service Credits shall be calculated by examining where Service Level failures have occurred and adding the sum of the deductions applicable for each failure to meet the applicable Service Level set out in the table above. The Service Credit shall be applied as a percentage deduction to the Contract Price payable by the Customer during the month for which the Service Level performance has been calculated.

Failures of GHC KPIs A, B & C will be deducted from the overall Contractor Service Credit score