

**ID 5054046 PROVISION OF SECURITY AND ANCILLARY SERVICES  
SPECIFICATION**

**Lot 1, 2 and 3**

## 1. Introduction

1.1 Construction and Procurement Delivery (CPD), on behalf of the Participating Departments and Agencies / Bodies listed in Schedule 6 of the Commercial Conditions of Contract for Services, are seeking to establish a Contract for the provision of Security and Ancillary Services at locations throughout Northern Ireland. Further details of the specific requirements at each premises or site are provided in the Building Specifications.

1.2 The Contract is divided into 3 Lots and will be awarded per Lot. A summary of the Departments covered under each Lot is provided below:

<b>Lot 1</b>	
Department of Agriculture, Environment and Rural Affairs (including Agri-Food and Biosciences Institute)	DAERA
Department of Finance	DoF
Department of Health	DoH
The Executive Office	TEO
Northern Ireland Assembly	NIA
Department of Justice	DoJ
Electoral Office Northern Ireland	EONI
Public Prosecution Service	PPS
Health & Social Care Sector	HSCNI
<b>Lot 2</b>	
Department of Education	DE
Department for the Economy (including Invest NI)	DfE
Department for Infrastructure	DfI
Northern Ireland Audit Office	NIAO
<b>Lot 3</b>	
Department for Communities	DFC

1.3 The contract will commence on 1<sup>st</sup> September 2024, and will be for an initial period of three (3) years. There will be options to extend the contract for two (2)

further periods - of up to two (2) years each. Therefore, including extension options, the total contract period is potentially up to seven (7) years in total.

1.4 The Contractor will be required to:

- engender and nurture a true spirit of partnership between the Contractor and the Client by providing a quality efficient service;
- help provide a safe environment to enable the Client's staff to effectively deliver frontline services and for customers to avail of these services;
- integrate environmental considerations and social benefits throughout the Contract;
- work with the Client to transform the services over the period of the Contract maximising the potential for available technology and reducing the cost of security for both parties; and
- to maintain a robust programme of contract monitoring to ensure effective delivery of Services.

1.5 The key objectives of the Contractor will be:

- To meet the Contract's Key Performance Indicators (KPIs)<sup>1</sup> and deliver a quality Security and Ancillary service which complies with all relevant legislation, including Working Time Directives, Security Industry Licensing, Health and Safety, specific local security requirements, Health and Safety requirements, waste management / recycling etc.
- To safeguard the Client's premises and their contents;
- To enable the staff working within the premises to carry out their business functions effectively with minimum disruption;
- To ensure that all services are operated in an efficient and cost effective manner;
- To ensure that the Contractor's staff are well presented, clean and tidy, polite, of good character, respectful to others, willing to help cover the required hours and comply with local / on-site policies;
- To report to the nominated representative of the Client;

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<sup>1</sup> The contractual KPIs are detailed in Schedule 3 / Monitoring Schedule of the Commercial Conditions of Contract for Services.

- To implement the NICS Security Policies in line with the Security Policy Framework<sup>2</sup>;
  - To offer continual advice to the Client on methods of introducing value for money and innovation into the delivery of Services; and
  - To ensure high levels of customer satisfaction.
- 1.6 The opening times / days of premises vary, with some opening part time while some open every day including weekends. Opening times may change during the Contract Period. The Client requires a flexible approach in order to meet business needs. During the Contract period a Client may require Security and Ancillary Services for additional locations. The Contractor and Client will agree the services required and costs for additional buildings / services will be at rates commensurate with those agreed at Contract award stage.
- 1.7 The Building Representative will inform the Contractor as early as possible if Services are required on non-standard / additional days.
- 1.8 As one of the objectives of this Contract is to transform how security services are delivered it is expected that costs for security services will reduce over the lifetime of this Contract. Reductions will be in line with submitted pricing schedules, however savings delivered through the use of technology or innovative practices will be managed in line with the terms and conditions of contract.
- 1.9 Where a change in Service will reduce the number of Contractor's employees the Client will provide 3 months' notice. Costs will be the responsibility of the Contractor.
- 1.10 Services are currently provided by a contractor who has provided staffing information detailed in the TUPE attachment. Neither CPD nor the Client can guarantee the accuracy of the information. All matters relating to staffing information and TUPE will be between the outgoing and new Contractor.

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<sup>2</sup> <https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

1.11 The Contractor should be aware that information supplied in relation to the performance of the Contract may be shared with other statutory bodies in order to combat fraud.

## **2. Governance**

2.1 The Client will nominate a Building Representative for each location to whom the Contractor shall be responsible.

2.2 Whilst retaining overall strategic control, the Client shall delegate day-to-day delivery of the service to the Contractor. All operational and financial relationships must be based on full open book and partnering principles and the Contractor has sole responsibility for their successful execution.

2.3 The Client seeks to develop a professional partnership in delivery of the services. The Contractor must, through the use of industry best practice and the introduction of innovation, achieve and demonstrate value for money across all of the Services delivered under this Contract on a continuous basis. It is central to this specification that environmental, business and wider policy targets remain of collective importance. The Contractor must recognise and involve themselves fully in the satisfaction of these targets.

2.4 The Contractor must actively demonstrate innovative ways of delivering the Services and eliminating inefficiencies throughout the term of the Contract including new ways of working. This shall include continuous review of service delivery methods to eliminate inefficiencies (including wastage of energy), introduce innovation, realise cost savings and improve value for money. This shall be achieved at no detriment to the quality of services delivered.

2.5 The Contractor must demonstrate that the standards with which they are required to comply are reflected throughout the supply chain with all sub-Contractors, Contractors and consultants.

### **3. Premises**

- 3.1 Contractor Staff must immediately report, emergencies, and any incidents including damage, vandalism, irremovable graffiti or unapproved use of electronic equipment to the Building Representative and take the appropriate necessary action to contain the situation. In the event of a break-in, Contractor Staff must be mindful of possible evidence and contact the Police and the Building Representative as soon as possible.
- 3.2 The Contractor must provide all necessary equipment, i.e. 2 way radios, pagers and mobile telephones. The Contractor must ensure all materials, products and equipment are stored securely, safely and in accordance with the manufacturer's instructions and NICS policies.

### **4. Implementation**

- 4.1 Within 10 days of the award of Contract the Contractor must arrange meetings with the Building Representative for each building in order to agree day one Operational Procedures prior to the commencement of the Contract.
- 4.2 The Departmental Representative must receive at least a weekly update during the implementation to ensure service delivery on commencement of the Contract.
- 4.3 The Contractor must implement their proposed plan for the transfer of staff under TUPE to ensure services from the Contract commencement date.
- 4.4 The Contractor is required on award of Contract to establish the skills, licences, qualifications and experience of the current Contract staff who will transfer on Contract commencement date and identify gaps that may have a detrimental impact on service delivery. The Contractor must take appropriate corrective action to ensure a smooth transition of service.

- 4.5 The Contractor, during implementation stage, must make contact with the current Contractor and the Client to arrange the transfer of services.
- 4.6 The Contractor must provide training as specified by the Departmental Building Representatives before staff take up their first duty.

#### 4.7 **JAM Card**

The Northern Ireland Civil Service is committed to being an organisation friendly to the Just a Minute (JAM) Card. The JAM Card allows people with a learning difficulty, autism or communication barrier to tell others they need 'Just A Minute', discreetly and easily. The card, which is the same size as a credit card and also available as an app, was created by the social enterprise organisation NOW Group which supports people with learning difficulties and autism, into jobs.

More information on the JAM Card and training are available through this link: <https://www.jamcard.org/>

To become JAM Card friendly, staff should access an on-line training course on the NOW Group website which lasts no more than 30 minutes. As the first people that customers are likely to encounter in a public building are security / reception staff. All Security staff must be trained in JAM and access to undertake the training must be arranged by the contractor for all security staff. Refresher training should also be provided and the Contractor must make arrangements and bear the costs of all JAM training.

Companies can sign up online for access to JAM Card training and can also contact the NOW Group team by phone +44 (0) 28 9043 6400 or Email: [hello@jamcard.org](mailto:hello@jamcard.org) ; or by completing the contact form on the website for more information.

- 4.8 To aid the process of clearance of staff the Contractor must register with AccessNI as a Responsible Body (if not registered already) on

appointment. The Contractor must bear the cost of AccessNI clearance which must not be passed onto Contractor staff.

## 5. Service Delivery

5.1 The range of services required at the outset of this Contract is detailed in the table below:

Service	Description
<b>Security Guarding / Access Control</b>	<ul style="list-style-type: none"> <li>▪ Manned uniformed guarding service at locations throughout Northern Ireland to facilitate and monitor the access and exit of staff, customers, visitors and contractors.</li> <li>▪ Guards to check that client and contractor staff hold appropriate security vetting to gain access to building. Guards may be required to accompany third party contractors within the building.</li> </ul> <hr/> <p style="text-align: center;"><b><u>HSCNI-specific requirements:</u></b></p> <ul style="list-style-type: none"> <li>▪ Please see Annex A of this document.</li> </ul>
<b>Key Holding &amp; Alarm Response</b>	<ul style="list-style-type: none"> <li>▪ Responsibility for the security of keys for use by the Contractor in emergencies only.</li> <li>▪ A manned uniformed response in line with the National Police Chief's Council (NPCC) policy<sup>3</sup> must be provided if an alarm is activated. The point of contact must check for break-ins and if appropriate contact police and the Client representative or reset the alarm and secure the premises.</li> <li>▪ Each Security Guard will have their own unique alarm code to access the relevant building/s. The alarm code should be changed every 6 months.</li> <li>▪ Opening and closing car parks and ensuring all lock up procedures are carried out and alarms set.</li> </ul>

<sup>3</sup> <https://www.policesecuritysystems.com/national-police-chiefs-council-security-systems-policy>



	<ul style="list-style-type: none"> <li>▪ Responsibility for locking and unlocking site facilities as required. In addition, responsibility to report to client any issues detected.</li> <li>▪ Ensure that all incidents are reported and recorded in an agreed format.</li> <li>▪ With reference to the NI Fire and Rescue Service (NIFRS) False Alarm Policy<sup>4</sup>, Security Guards will be required to undertake an initial investigation of a fire alarm activation before alerting emergency services (providing it is safe to do so).</li> </ul>
<b>Driving</b>	<ul style="list-style-type: none"> <li>▪ Driving duties as required by the client and contractor to have required insurances in place.</li> </ul>
<b>Locking and Unlocking Service</b>	<ul style="list-style-type: none"> <li>▪ Unlocking and locking of the Premises as specified.</li> <li>▪ Ensure the property is vacated, windows are closed, lights and appropriate equipment turned off etc. and secure by setting the alarm. Key holding Security guards should hold a record of contact names and numbers in the event of an incident or failure in equipment etc. These details should not only be held in the building but held by each key holder appropriately.</li> <li>▪ Carry out inspection each morning before access is granted to staff. Reset video security tapes if required. Faults with door locks, window catches, alarm systems or video security systems to be reported immediately.</li> </ul>
<b>Car Parks</b>	<ul style="list-style-type: none"> <li>▪ Management of car park(s) (using barriers where available) including prevention of unauthorised vehicle access and reserving of car park spaces.</li> <li>▪ Patrolling of car parks and security of staff whilst they carry out their duties.</li> <li>▪ Full reporting of incidents / accidents.</li> <li>▪ Litter picking duties and good housekeeping around car parks.</li> <li>▪ On call in relation to alarms and customer lock-ins (they may be required to release a customer from the car parks after lock-up).</li> </ul>

<sup>4</sup> [https://www.nifrs.org/wp-content/uploads/2023/11/False\\_Alarm\\_Policy.pdf](https://www.nifrs.org/wp-content/uploads/2023/11/False_Alarm_Policy.pdf)

	<ul style="list-style-type: none"> <li>▪ Follow building procedures in the event of emergencies / evacuations, e.g. underground car park may be required to be closed.</li> </ul>
<b>CCTV Monitoring Service</b>	<ul style="list-style-type: none"> <li>▪ Monitor CCTV to provide an early alert of incidents and assist with access.</li> <li>▪ All staff who will monitor the CCTV system must hold a CCTV SIA Operator Licence.</li> </ul>
<b>Remote Access Control</b>	<ul style="list-style-type: none"> <li>▪ In certain locations, access to the property can be achieved via Remote Access Control, i.e. on voice request or visual confirmation.</li> </ul>
<b>Mobile Patrols</b>	<ul style="list-style-type: none"> <li>▪ Out of hours inspection carried out internally and / or externally. This service is outside the daily walk around of the property that is carried out by on-site security guards.</li> <li>▪ Patrols must be carried out randomly and may be required a set number of times within a period e.g. 4 times in a 24 hour period.</li> <li>▪ The Contractor must provide a record of the visits via the installation of electronic devices around the Premises.</li> <li>▪ NICS will audit the Contractor's log / electronic devices used for recording visits to the site / building.</li> </ul>
<b>Lone Worker Monitoring</b>	<ul style="list-style-type: none"> <li>▪ A mobile and internet-based technologies accessible anywhere in NI through GSM-based mobile networks and GPS to monitor staff locations and allow them to summon help in the event of an emergency.</li> <li>▪ Lone working devices including portable gas detection monitors, e.g. found at following link:  <a href="https://www.blacklinesafety.com/solutions/lone-worker/g7-lone-worker">https://www.blacklinesafety.com/solutions/lone-worker/g7-lone-worker</a></li> </ul>
<b>Other Services</b>	<ul style="list-style-type: none"> <li>▪ The Contractor will provide other services not listed above, but that are detailed on individual building specifications.</li> </ul>

- 5.2 The Contractor must provide a response capability for all Premises, 24 hours per day, and 365 days of the year for the duration of the Contract. A central out of hours contact service must be available and appropriate notification and call out procedures must be implemented. The contractor must be on site within 20 minutes in line with the NPCC guidance<sup>5</sup> for any alarm response.

The Contractor will be required to open the premises outside normal working hours. This will require security and ancillary services which must be agreed in advance with the Client.

- 5.3 The Contractor, where requested by the Client, shall develop a programme of transformation for each Department to achieve efficiencies through the use of industry expertise and the introduction of technology and innovation. Where capital investment is required, the Contractor will provide evidence of best value for money through the provision of at least three quotes from reputable firms. No investment (or promise of investment) should be made without the prior approval of the Client. Departments will be consulted on any proposed initiatives.

Where a need for capital investment is identified and implemented, the Client Department will have full ownership of any technology solutions or physical assets associated with this investment.

## **6. Innovation**

- 6.1 In the current economic climate clients have restricted financial budgets and must therefore maximise efficiencies. The Contractor must support the Client in identifying and realising efficiencies through a revised service model, more innovative working practices or continuous improvement targets. The Client is keen to incentivise the Contractor to support the identification of efficiencies and will discuss appropriate gain share apportionment with the Contractor if any innovative improvements are introduced through the life of the contract. In the

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<sup>5</sup> Please note section 2.8 of this document, in particular points 2.8.1 – 2.8.3

spirit of continuous improvement, the Contractor shall carry out a strategic review of resources to improve the efficiency of operations. The Contractor shall provide an annual Continuous Improvement Plan to each Client to realise savings.

To facilitate the procurement of collaborative services the specification will include the following requirements:

- Day 1 services will commence on a like for like basis;
- Using a prioritised schedule of locations, the contractor will conduct an assessment of services, identify sustainable and practical opportunities for the deployment of technology, and
- Recommend proposals which will deliver efficiencies to Clients while maintaining the security of each location.

The contract will include gain share provisions that apportion savings reflecting the adoption of new arrangements.

## **7. Service Delivery – Contract Staff**

- 7.1 The Client will require the Contractor to provide a 6 monthly report on all Contract staff training completed. The Client must be kept informed of Contractor staff resignations / new starts etc.
- 7.2 The Contract Staff must not leave their assignment until they are relieved by an appropriately trained and licenced member of staff.
- 7.3 The Contractor must not retain at the premises any person who fails to conduct themselves in accordance with the standards of behaviour required by the Client for its own employees. The Contractor must implement its own disciplinary procedures to resolve conduct issues. The Client reserves the right to refuse admission to Contractor Staff who behave in an inappropriate manner.

- 7.4 The Contractor must issue operatives with individual name badges which must be clearly visible at all times. SIA Licences must be displayed on their persons at all times.
- 7.5 The Contractor must issue all staff with a smart uniform (including outdoor clothing and personal protective equipment if appropriate), which must be worn when on duty. The uniform may display the company branding. The Client reserves the right to refuse admission to an operative not in uniform or not wearing appropriate identification and an SIA licence. At commencement of duty each officer must ensure that they have the necessary equipment to carry out their duties effectively.
- 7.6 Contractor staff must not be required to pay for any part of their uniform or equipment.
- 7.7 The Contractor must appoint a co-ordinator who will liaise with the Client's Departmental Representative and be contactable during normal working hours. In the event of an emergency, the Contractor must provide out of hour's contacts.
- 7.8 The Contractor must ensure that all Contractor Staff have appropriate security clearance for the services and / or premises they are assigned to. The Contractor will be responsible for monitoring the whereabouts of staff and sub-contractors at all times. Costs for carrying out a national security clearance such as a Counter Terrorist Check / Security Check (CTC / SC) will be met by the Department requiring such clearance.

With particular reference to CTC level clearances, it is the Contractor's responsibility to monitor the validity periods of security clearances, and to allow appropriate time for renewal applications well in advance of expiration dates.

- 7.9 The Contractor must ensure that the Departmental and Building representatives are provided with the names of all sub-contractor staff based in the premises, or visit regularly (once a week or three times a month). The

Contractor must ensure that sub-Contractors have the necessary SIA licence, Access NI or National Security Clearance before they commence work.

7.10 Should the Contractor provide staff without appropriate security clearance, the member of staff will be refused access to the building.

7.11 The Client may test the services to ensure compliance with the specification. The Contractor will be informed of any shortcomings and must take immediate action to remedy.

## **8. Service delivery - Days the service must be delivered on**

8.1 Services will normally be required Monday to Friday with the exception of Public and Bank Holidays which are listed below. In the event that requirements change, the Contractor will be expected to co-operate with the Client.

- New Year's Day (or alternative day if Saturday or Sunday);
- St Patrick's Day (or alternative day if Saturday or Sunday);
- Easter Monday;
- Easter Tuesday;
- First Monday in May;
- Last Monday in May;
- 12<sup>th</sup> July (or alternative day if Saturday or Sunday);
- 13<sup>th</sup> July (or alternative day if Saturday or Sunday)<sup>6</sup>;
- Last Monday in August;
- Christmas Day plus one day (or alternative day/s if Saturday or Sunday)  
and
- Boxing Day (or alternative day if Saturday or Sunday).

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<sup>6</sup> Does not apply to Health and Social Care sector.

## 9. Security Requirement

- 9.1 The Contractor must hold current and valid membership of the SIA Approved Contractors Scheme (ACS)<sup>7</sup> and maintain this during the Contract Period.
- 9.2 The Contractor must comply with all legislation governing the security industry. Under the Private Security Industry Act 2001 (Amendment) (Northern Ireland) Order 2009, it is a legal requirement for individuals working in the private security industry to hold SIA licenses. Please refer to the following link: <https://www.gov.uk/government/organisations/security-industry-authority>
- 9.3 The Contractor must comply with any changes to SIA legislation that may arise throughout the lifetime of this Contract.
- 9.4 The Contractor must permit the Client, or its nominated representative, full audit access to SIA licensing records to ensure compliance with SIA legislation.
- 9.5 Before security staff take up post they must be briefed by the Building Representative, provided with risk registers for the premises and the following (if applicable):
- a plan of the premises;
  - their role within the overall security measures;
  - operational requirements;
  - standing operational procedures for emergencies; fire alarms, drills, instructions on alarm systems and a unique alarm code and key pad fobs;
  - reporting procedures and recording requirements;
  - facilities that will be made available to them; and
  - location of gas, water and electricity isolation points and fire hydrants.
- 9.6 Under no circumstances shall the Contractor's staff:

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<sup>7</sup> <https://www.gov.uk/guidance/learn-about-our-approved-contractor-scheme>

- disclose security or key pad codes;
- loan or supply keys to any unauthorised persons;
- allow or bring unauthorised persons onto the premises;
- If Contractor staff leaves or moves to another location their unique code is removed immediately from all alarm systems relevant to that site or building;
- the Contractor will be liable for all losses, damage or expense caused as a result of the Contractor's staff failing to properly secure the premises;
- or the Contractor's staff failing to properly carry out any of the other duties required by the Building Representative; the Contractor's staff disclosing security or key pad codes to unauthorised persons; and
- the Contractor's staff lending or supplying keys to unauthorised persons.

9.7 In the event of the Contractor's staff triggering alarm systems the Contractor will be liable for costs incurred and / or for any alternative security measures required.

9.8 During silent hours / night duty frequent communication between the premises and the Contractor's Control area by telephone or radio is essential. The frequency may be varied depending on the importance of what is being protected, however once per hour is standard, with irregular "reverse" calls being made by Control. All missed calls must be investigated immediately by the Contractor.

9.9 Lost property must be recorded and passed to the Client's Building Representative.

9.10 Where appropriate the Contractor must provide a real-time Proof of Presence system to provide the client with a weekly (or on request) report detailing the times and locations of mobile patrols.

9.11 The Contractor must provide all washroom consumables for their Contract staff within all self-contained Security units as detailed in the Building Specifications



## 10 Service delivery - General Information

- 10.1 Approved reserves may be employed elsewhere within the company, but their use when required by the Client's Departmental Representative must have priority.
- 10.2 Whenever Contract staff take leave of duty e.g. rest, meal or tea break, duties must be covered by the Contractor's workforce.
- 10.3 Contract Staff must not make private calls on the Client's telephones. The Client reserves the right to pass costs to the Contractor.
- 10.4 The Union Flag must be flown on specified days from certain public buildings. The Client will inform the Contractor in January of each year of the official days on which the Flag must be flown. The dates below illustrate the official days on which the Flag is to be flown, derived from The Flags Regulations (Northern Ireland) 2000 and subsequent Amendments. The Flag is flown from 8am to sunset.
- March: Commonwealth Day (second Monday in March)
  - 17 March: St Patrick's Day
  - 9 April: His Majesty The King's Wedding Anniversary
  - 6 May: Coronation Day
  - 15 June: Official Birthday of His Majesty The King
  - 21 June: Birthday of The Prince of Wales
  - 17 July: Birthday of Her Majesty The Queen
  - 8 September: His Majesty's Accession
  - November: Remembrance Day (second Sunday in November)<sup>8</sup>
  - 14 November: Birthday of His Majesty The King

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<sup>8</sup> On Remembrance Sunday, flags should be flown right up all day and not at half-mast.

## **11. Service Delivery - Health and Safety**

- 11.1 The Client has overall responsibility for all Health and Safety management in accordance with all relevant legislation. The Contractor must ensure that their staff comply with all relevant Health and Safety legislation and adhere to the specific Health and Safety requirements of the Premises.
- 11.2 The Contractor must ensure the Health and Safety of all building occupants; staff, employees, users, visitors, Contractors and members of the public. The Contractor must adhere to the principles of ISO 45001<sup>9</sup>. All services and systems must be managed in line with the Disability Discrimination Act 1995.
- 11.3 The Contractor must report on Health and Safety matters and conduct quarterly reviews with the Client. The Contractor must be up-to-date with legislation and advances in relevant technology affecting Health and Safety facilities and equipment in order to provide professional advice on Health and Safety. A summary of reviews and matters arising must be made available at the bi-annual review meetings.
- 11.4 The Contractor must comply with the Client's No Smoking Policy.
- 11.5 The Contractor must ensure that all Health and Safety Risk Assessments, Method Statements, Control of Substances Hazardous to Health (COSHH) Assessments and other associated activities for which they have responsibility at the Premises are in place and up to date.
- 11.6 The Contractor must comply with all requirements under Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR). The Contractor must inform the Client immediately of all near misses and accidents resulting in injury and provide written reports within 5 working days of the accident taking place. If the incident is reportable under RIDDOR then the Contractor staff should provide a written report within 2 working days.

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<sup>9</sup> ISO 45001:2018 / Occupational health and safety management systems

## **12. Service Delivery - Keys**

- 12.1 The Contractor may be issued with keys to premises. All keys and other access devices such as alarm fobs and codes, and swipe cards held by the Contractor and their personnel must be stored securely. Such devices must not be left overnight in unmanned vehicles. Any incident of missing keys must be reported to the Client immediately. In the event of keys being lost, the Client may be required to make arrangements for locks to be replaced at a cost to the Contractor.

## **13. Service Delivery - Emergency Procedures**

- 13.1 The Contractor must ensure that all Contractor's and sub-Contractor's staff are aware of the protocols to be used in an emergency. They shall participate fully in the testing and implementation of the Client's emergency management procedures including evacuation drills, fire drills and security emergencies.

## **14. Service delivery - Risk Management**

- 14.1 In conjunction with the Client, the Contractor must update the risk register for each premises. The register must be updated quarterly or when new information becomes available. The Contractor must provide, within one month of the Contract commencement date, a risk register for all premises to the relevant Client building representative. The risk register must contain site specific contingencies to ensure delivery of service.

## **15. Social Value**

- 15.1 In accordance with the Procurement Policy Note (PPN) 01/21 (Scoring Social Value Policy) - <https://www.finance-ni.gov.uk/publications/ppn-0121-scoring-social-value> - the Contractor will be required to deliver measurable social value outcomes.

Please see Schedule 4 of the Commercial Conditions of Contract for Services, for further information on Social Value.

## **16. Service Delivery - Closed Circuit TV**

**GDPR** - CCTV images are considered to be personal data under GDPR. CCTV systems that use wireless communication links must ensure that these signals are encrypted to prevent interception.

CCTV systems that transmit images via the internet must ensure that signals are encrypted to prevent interception.

In responding to subject access requests or other disclosures, data controllers must consider the appropriate format of the data to be disclosed, and appropriate security controls.

### **CCTV Requirements**

- The system must have a digital recording system.
- Footage must be retained for at least thirty (30) calendar days<sup>10</sup>.
- Contractor staff must be trained how to copy footage to provide to police should an incident occur.
- Taped systems must have the tapes changed daily and tapes must be used no more than 12 times.
- Recorded tapes must be retained for at least thirty (30) calendar days.
- Good quality tapes must be used and the standard checked through playback on another machine.
- CCTV images must be checked regularly to ensure they can identify people and vehicles and that the picture is covering the right area.
- The correct time and date must be set on the recording equipment.

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<sup>10</sup> There is no set time for holding CCTV recorded imagery, though in general, images and information should be held only for as long as is strictly necessary, and then deleted. Should a Client require retention of footage for a period of time longer than thirty calendar days, they must be prepared to bear any additional costs associated with this.

- There must be sufficient light to record a clear image.
- Signage must be displayed in the area advising that CCTV is in operation.

## **17. Business Continuity**

- 17.1 The Contractor must have sufficient resources in place to ensure Services are delivered to the appropriate standards in the event of unforeseen circumstances.
- 17.2 The Contractor must ensure that a Business Continuity Plan is developed within 30 days of Contract commencement to ensure that Services can be delivered at the Client's premises in situations such as failure of the Contractor's IT systems, temporary closure of the Contractor's own premises, difficulty in obtaining supplies, industrial action by Contractor Staff or other parties, loss of utilities, supplies failure, severe weather, Staff sickness etc.
- 17.3 The Contractor must support the Client's Business Continuity planning by offering practical advice on issues pertaining to this Contract.
- 17.4 Any replacement or temporary staff used for business continuity must be cleared for the level of security clearance for the building that they are to carry out the Services.

## **18.0. Handover of Services on Contract Expiry**

On the expiry or earlier termination of the Contract, the Contractor must: -

- Comply with the TUPE requirements in the Public Sector Standard Conditions of Contract Clause 8.0;
- Ensure there is no diminution of the Services up to and including the final day of the Contract Period;

- Ensure that all work and documentation is transferred to any new Contractor or Contractors as smoothly and efficiently as possible;
- Draw any outstanding work to a close at an appropriate stage as agreed with the Client;
- As requested, provide the Client with information pertaining to the services and where applicable hand over appropriate documentation;
- Return to the Client any security passes, access cards, keys equipment etc. owned by the Client and used by the Contractor; and
- Co-operate fully with any incoming Contractor or Contractors.

## **19. Changes to the Real Living Wage and Indexation**

### **Real Living Wage**

- 19.1 Tenderers must note that all costs, with the exception of those relating to the payment of the Real Living Wage (RLW), will be fixed for the initial three (3) years.
- 19.2 Schedule 4 of the Commercial Conditions of Contract for Services references Procurement Policy Note PPN 01/21 – ‘Scoring Social Value’, which requires Contractors to commit to the payment of the RLW to all staff involved in the delivery of these services as a condition of contract. The RLW is calculated by the Living Wage Foundation ( [www.livingwage.org.uk](http://www.livingwage.org.uk) ).
- 19.3 Pay rates shall remain fixed, unless the Living Wage Foundation announce any changes to the RLW. Uplifted rates will be implemented no later than the date specified by the Living Wage Foundation. (This is typically six months after the date of the initial announcement of a RLW uplift). The intention on this Contract would be to align the implementation of RLW uplifts with the commencement of financial years on 1<sup>st</sup> April following the announcement of any increase. However, and for avoidance of doubt, the final implementation date specified

by the Living Wage Foundation will take precedence, should this fall before 1<sup>st</sup> April in any given year.

- 19.4 This process shall continue as required throughout the lifetime of the Contract.
- 19.5 Any increase in pricing will only be for the purpose of aligning affected Contractor's Staff's pay rates to the new published RLW rate. It would not cover the payment of differentials already existing in the Contractor's pay grades for those in receipt of a rate above the RLW rate. The Contractor must allow for any differentials in pay grades to be maintained as part of their commercial model.

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- 19.6 Costs not directly associated with the payment of the RLW will remain fixed for the Initial Contract Period.
- 19.7 In the event that the Contractor agrees to extend the Initial Contract Period, the variation to those non-RLW related costs shall be calculated in respect of any such extension as follows:
- i. For the First Extension Period (years four and five), any variation to the Contract Price shall be based on the percentage change in the Consumer Prices Index (CPI) as published by the Office of National Statistics (the "Percentage Change") between the Commencement Date, and the date 6 Months before the expiry of the Initial Contract Period. Any agreed variation to the costs will remain fixed for the two (2) year extension term.
  - ii. For the Second Extension Period (years six and seven), any further variation to the Contract Price shall be based on the Percentage Change between the commencement date of Contract year four, and the date 6 Months prior to the expiry of the First Extension Period. Any agreed variation to the costs will remain fixed for the final two (2) year extension term

## **ANNEX A – Security Guarding / HSCNI-specific requirements**

- Manned security guarding staff must have safety intervention training to CPI (Crisis Prevention Institute) Safety Intervention Advanced & Emergency level<sup>11</sup> for the hospital sites indicated on the HSCNI Specification.
- During the lifetime of the contract, CPI-trained staff may potentially be required for deployment at any HSCNI hospital site, or any site delivering frontline / public-facing health services.
- Contractor security staff may be required to intervene in situations where staff/service users/members of the public are at risk of harm from a person/s engaging in aggressive, violent or challenging behaviour.
- Manned guarding cover must be available 365 days per year on the hospital sites indicated on the HSCNI Specification.
- Contractors must ensure that all incidents are reported and recorded in an agreed format.
  
- Provision of an on-call manned guarding service to provide one to one supervision of patients on an ad-hoc basis. Level of training to be CPI (Crisis Prevention Institute) Safety Intervention Advanced & Emergency.
  - This function will only be for hospital sites where there are specified requirements for a CPI-trained guarding service.
  - The Client would require this function after notification from a ward that there is a challenging patient that requires close supervision.
  - The security guard will not be left alone with the patient.
  - When this function is required, the existing guarding service at the site will remain normal as per the Specification. In other words, the additional guard will be sourced by the Contractor offsite.
  - This will be a reactive service, with no patterns or set usage for requirements. It is therefore not possible to give any indication as to how long a guard would potentially be required to provide supervision.

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<sup>11</sup> <https://www.crisisprevention.com/en-GB/our-programmes/safety-intervention-advanced-or-emergency/>



- Due to the reactive nature of this service, the Client would attempt to give the Contractor as much notice as possible, but appreciate that CPI-trained guards would have to physically travel to sites and that the Contractor may not have the resources immediately available.