

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE (1)

and

TUNSTALL HEALTHCARE (UK) LIMITED (2)

**SUPPLY AGREEMENT FOR SUPPLY OF PRODUCTS AND SERVICES UNDER THE
TECHNOLOGY ENABLED CARE SERVICES FRAMEWORK
LOT 2
RANKED AWARD**

NORTHERN HOUSING CONSORTIUM

CONTENTS

CLAUSE	PAGE
1 INTERPRETATION.....	4
2 TERM	8
3 SUPPLY PARTNER’S OBLIGATIONS.....	9
4 CONSORTIUM MEMBER’S RIGHTS AND OBLIGATIONS	12
5 PAYMENT.....	12
6 PAYMENT OF SUB-CONTRACTORS.....	13
7 INSURANCE.....	13
8 LIMITATION OF LIABILITY	14
9 TRANSITION	14
10 INTELLECTUAL PROPERTY RIGHTS	15
11 TUPE.....	15
12 TERMINATION	15
13 ETHICAL CONDUCT.....	17
14 GENERAL.....	18
15 CONFIDENTIALITY	18
16 PROCESSING OF PERSONAL DATA	19
17 DATA SUBJECT RIGHTS, COMPLAINTS AND REQUESTS	19
18 CO-OPERATION WITH THE SUPERVISORY AUTHORITY AND THE CONDUCT OF CLAIMS	20
19 SECURITY	20
20 SECURITY BREACH MANAGEMENT AND NOTIFICATION.....	21
21 RETURN AND DELETION OF PERSONAL DATA	21
22 SUB-PROCESSORS	21
23 AUDITS AND REQUESTS FOR INFORMATION AND ASSISTANCE.....	22
24 TRANSFERS OUTSIDE OF THE UK.....	22
25 DATA PROTECTION LIABILITY	23
26 EXCLUSION OF 3 RD PARTY RIGHTS (DATA PROTECTION).....	23
27 GOVERNING LAW	23
28 DISPUTE RESOLUTION	23
29 THIRD PARTY RIGHTS	24

30	NOTICES	24
31	EQUALITY AND DIVERSITY	25
32	MODERN SLAVERY	25
33	EXECUTION	25
	SCHEDULE 1 – FRAMEWORK SPECIFICATION	30
	SCHEDULE 2 – ORDER FORM	101
	SCHEDULE 3 - PRICE	106

THIS AGREEMENT is made on 01st July 2022

BETWEEN:

- (1) **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE** a Public body incorporated in England whose registered office is at Civic centre, Castle Hill Avenue, Folkestone, Kent, CT20 2QY (“**the Consortium Member**”); and
- (2) **TUNSTALL HEALTHCARE (UK) LIMITED** a company registered in England and Wales with registered number 1332249 and whose registered office is at Whitley Lodge, Whitley Bridge, Yorkshire, DN14 0HR (“**the Supply Partner**”).

BACKGROUND

- a) The Supply Partner, along with a number of other suppliers, has been appointed by the Consortium to the Framework Agreement to provide Products and Services to Consortium Members from time to time.
- b) To ensure compliance with the Public Procurement Rules, it is a condition of the Framework Agreement that the Supply Partner shall enter into a written contract in the form of this Agreement when it supplies the Products and Services to the Consortium Member.
- c) The Supply Partner represented to the Consortium that it is capable of providing the Products and Services in accordance with the Consortium Member's requirements as set out in the tender documents used to appoint suppliers to the Framework Agreement. In particular, the Supply Partner made representations to the Consortium in that tender process in relation to its competence, professionalism and ability to provide the Products and Services in an efficient and cost effective manner.
- d) The provision of the aforementioned Products and Services would thus be conducted as a result of subsequent Ranked Awards in accordance with the Framework Agreement. The Consortium Member will formalise its instructions in an Order Form.

The Parties wish to enter into an agreement for the supply of the Products and Services by the Supply Partner to the Consortium Member as more fully described in this Agreement.

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

- 1.1 In this Agreement the following words shall have the following meanings:

Affiliate means in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company and subsidiary and holding company shall have the meaning set out in section 1159 of the Companies Act 2006;

Agreement means this supply agreement and the Schedules (entered into pursuant to the provisions of the Framework Agreement).

Authorised Signatory means the person(s) deemed to be legally authorised to sign and thus accept this Agreement on behalf of the Party that they represent.

Call-Off means the process that a Consortium Member uses to purchase Products and Services .

Consortium means Northern Housing Consortium of Hope Street Xchange, 1-3 Hind Street, Sunderland, SR1 3QD, a “Central Purchasing Body” as defined in the Public Contracts Regulations 2015.

Consortium Member means the purchasing organisations who are Members of the Consortium.

Controller means the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

Data Protection Laws means (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data, and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Data Subject means the individual to whom Personal Data relates.

Data Subject Request means a Data Subject's request to access, correct, amend, transfer or delete that Data Subject's Personal Data consistent with that Data Subject's rights under Data Protection Laws.

Delivery Point means the location(s) for the performance of the Products and Services as specified by the Consortium Member and set out in the Order Form or as otherwise agreed from time to time in performance meetings, programme of works and/or KPI's.

Due Date means the date for delivery of the Products and Services specified by the Consortium Member and set out in the Order Form.

Effective Date means the 01st July 2022

End Date means the date(s) the Agreement expires, or, if earlier terminates.

EU GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation), as amended from time to time as it has effect in EU law.

Extension Period means a period of 12 months, with the total duration of the Term not exceeding 24 months in total.

Framework Agreement means the framework agreement entered into on 02nd December 2019 between the Consortium and the Supply Partner to establish the terms upon which the Consortium Member, and other Members of the Consortium, may from time to time require supply of the Products and Services by the Supply Partner.

Identified or Identifiable Natural Person means a natural person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to the physical, physiological, mental, economic, cultural or social identity of that natural person.

Initial Term means a period of 12 months from the Effective Date.

Intellectual Property Rights means all intellectual property rights of any kind whatsoever including, without limitation, patents, supplementary protection certificates, rights in Know-How, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise) database rights, topography rights, any rights in any invention, discovery or process, applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

Know-How means formulae, methods, plans, inventions, discoveries, improvements, processes, performance, methodologies, techniques, specifications, technical information, tests, results, reports, component lists, maintenance access codes, manuals and instructions.

KPI means the key performance indicators used by the Consortium Member to measure the performance of the Supply Partner (if set out within the call-off documentation), as notified to the Supply Partner by the Consortium Member, or in default the KPI set out in the Specification and any subsequent communications resulting from Order Form.

Order Form means the Consortium Member's instruction to the Supply Partner, attached at Schedule 2 of this Agreement to supply the Products and Services placed in accordance with the award procedures set out in Clause 4 of the Framework Agreement.

Party means either the Supply Partner or the Consortium Member and "Parties" means both the Supply Partner and Consortium Member in any context.

Personal Data means any information relating to an Identified or Identifiable Natural Person provided by or on behalf of the Member to the Supply Partner so that the Supply Partner can perform the Services.

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, transmitted, stored or otherwise Processed.

Personal Data Losses means all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) and charges whether arising under statute, contract or at common law, or in connection with judgments, proceedings, internal costs or demands arising in connection with this Agreement.

Price means the fees payable for the Products/Services in accordance with Clause 5 and as set out in Schedule 3 of this Agreement.

Processing or Process means any operation or set of operations which is performed by the Supply Partner as part of, or in connection with, the Services on Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Processor means the natural or legal person, which Processes personal data on behalf of the Controller.

Product means the types and specifications of Products or any part of them to be provided by the Supply Partner in accordance with the Framework Agreement and as originally specified in the Tender and more specifically set out in the Specification and Further Competition.

Public Procurement Rules means the Public Contracts Regulations 2015, and any other related UK legislation, and Government guidance issued in connection therewith, as amended from time to time.

Services means the types and specifications of Services to be provided by the Supply Partner in accordance with the Framework Agreement and as originally specified in the Tender and more specifically set out in the Specification and Order Form.

Specification means the specifications for the Products and Services required under this Agreement contained in Schedules 1 and 2 of this Agreement.

Standard Contractual Clauses standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Supervising Authority (where the UK GDPR applies to the transfer).

Sub-Contract means a contract between two or more suppliers, at any stage of remoteness from the Consortium Member in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

Sub-Processor means a sub-contractor engaged by the Supply Partner that will Process Personal Data as part of the performance of the Services.

Supervisory Authority means the Information Commissioner's Office or any other supervisory authority that may be applicable under the Data Protection Laws from time to time.

Tender means the tender response received from the Supply Partner in response to the tender process establishing the Framework Agreement and contained in Schedule 4 of the Framework Agreement.

Term means the Initial Term together with any Extension Period, unless this Agreement is terminated earlier in accordance with Clause 12 (Termination).

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) and as amended from time to time.

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 In this Agreement:

1.2.1 references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

1.2.2 references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires;

1.2.3 headings will not affect the construction of this Agreement;

1.2.4 references to Clauses and the Schedules are references to clauses of and schedules to this Agreement, and the Schedules shall be deemed to form part of this Agreement and in the event of any inconsistency between this Agreement and the Schedules, the Agreement shall prevail, followed by the Schedules;

1.2.5 for the avoidance of doubt, all requirements relating to the Products and Services specified in the Order Form are incorporated into this Agreement and are contractual requirements which the Supply Partner shall perform;

1.2.6 to the extent that there is any conflict between the terms of the documents comprising this Agreement, the following order of priority shall apply:

(a) The Order Form

(b) this Agreement

2 **TERM**

2.1 Subject to the provisions of Clause 12, the Term commences on the Effective Date and shall remain in force for the Initial Term of 12 months, and shall expire at the end thereof unless extended 12 months in accordance with Clause 2.2.

2.2 Subject to agreement by both Parties, an option of extending the Agreement by the Extension Period will be considered. The Parties will confirm agreement of the option to extend in writing not less than three (3) months before the End Date.

2.3 For the avoidance of doubt, the Consortium Member is not by entering into this Agreement committing to any form of exclusive arrangement with the Supply Partner. The Consortium Member is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all the Products and Services which are similar to the Products and Services .

3 SUPPLY PARTNER'S OBLIGATIONS

- 3.1 All Products and Services supplied by the Supply Partner to the Consortium Member during the Term shall be in accordance with the Order Form and this Agreement to the exclusion of all other terms and conditions (including any terms or conditions which the Consortium Member purports to apply under any purchase order or other document, or otherwise generally applied by the Consortium Member to the purchase of Products and Services , or any terms or conditions which the Supply Partner purports to apply under its Tender, any acceptance of order, invoice or other document, or otherwise generally applied by the Supply Partner to the sale or provision of Products and Services).
- 3.2 The Supply Partner shall deliver the Products and Services at the relevant Price and to the relevant Specification, in accordance with the terms of this Agreement and the requirements of the Order Form.
- 3.3 The Supply Partner will use all due skill, care and diligence in providing the Products and Services including, but not limited to complying with all relevant statutory requirements. In doing so, the Supply Partner will ensure that personnel having the necessary skill, expertise and qualifications to ensure the proper performance of the Supply Partner's obligations hereunder.
- 3.4 The Supply Partner's personnel will, when at the Delivery Point, comply with such codes of practice as apply to the Consortium Member's staff and as disclosed to the Supply Partner by the Consortium Member prior to the commencement of the Services.
- 3.5 The Supply Partner shall commit all such resources as are reasonably necessary to ensure that the Products and Services are provided in accordance with the provisions of the Specification and Order Form (and in particular but without limitation that it will provide appropriate and adequate numbers of staff who will dedicate sufficient time and energy to ensure that the Products and Services are provided in a timely and efficient manner and in compliance with the agreed Specification including, without limitation, the provision of 24 hour call-out where applicable).
- 3.6 In supplying Products and/or carrying out the Services the Supply Partner shall comply (and will procure that its staff shall comply) with the Consortium Member's reasonable instructions in relation to, without limitation, such matters as to the priority to be given to each element of the Services and co-ordination with the Consortium Member's operational requirements.
- 3.7 During the Term, the Supply Partner shall:
- 3.7.1 (without prejudice to all other obligations of the Supply Partner under this Agreement) at all times ensure, to the reasonable satisfaction of the Consortium Member, the requisite performance of the Products and Services by the Supply Partner (whether by its employees or otherwise) in accordance with the Specification, and comply with all reasonable requirements as to best practice stipulated by the Consortium Member from time to time as to the performance of the Products and Services or the manner in which the Products and Services are provided and for the avoidance of doubt and without limitation on the other obligations of the Supply Partner, the Supply Partner shall adhere to the standards, performance measures and general requirements set out in the Specification and the Tender;

3.7.2 ensure that the Products:

- during the 12 month warranty period (or such other period as specified in the Further Competition and/or Order Form) correspond with their description and any applicable Specification;
- are of satisfactory quality within the meaning of the Consumer Rights Act 2015 and fit for any purpose held out by the Supply Partner or made known to the Supply Partner expressly, and in this respect the Consortium Member relies on the Supplier's skill and judgement;
- are free from defects in design, material and workmanship;

comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products

3.7.3 report to the Consortium Member on the provision and performance of its obligations as reasonably required by the Consortium Member;

3.7.4 in performing its obligations under this Agreement, comply with all relevant statutory requirements and regulations and all codes of conduct (whether voluntary or otherwise) in force at the time of performance of such obligations;

3.7.5 when appropriate make suggestions to the Consortium Member regarding improvements to the provision of the Products and Services ;

3.7.6 deal with any complaints or enquiries received from the Consortium Member or the Consortium Member's own customers (whether received orally or in writing) in a prompt, courteous and efficient manner. All such complaints and enquiries shall be logged by the Supply Partner and discussed between the Parties as appropriate. If any serious complaints are made, the Supply Partner shall notify the Consortium Member and co-operate with the Consortium Member to resolve any problems which arise;

3.7.7 not do anything which would be likely to prejudice the reputation of the Consortium Member;

3.8 The Consortium Member shall have the right to inspect and test the Products at any time before delivery. If, following such inspection or testing the Consortium Member reasonably considers that the Products do not conform or are unlikely to comply with the Supply Partner's obligations, the Consortium Member shall inform the Supply Partner and the Supply Partner shall immediately take such remedial action as is necessary to ensure compliance.

3.9 Notwithstanding any inspection or testing by the Consortium Member, the Supply Partner shall remain fully responsible for the Products and any such inspection or testing shall not reduce or otherwise affect the Supply Partner's obligations under this Agreement, and the Consortium Member shall have the right to conduct further inspections and tests after the Supply Partner has carried out its remedial actions.

- 3.10 If the Products are not delivered on the Due Date, or do not comply with the requirements of Clause 3.7.2, then, without limiting any of its other rights or remedies, the Consortium Member shall have the right to any one or more of the following remedies, whether or not it has accepted the Products:
- 3.10.1 to terminate the Agreement;
 - 3.10.2 to reject the Products (in whole or in part) and return them to the Supply Partner at the Supply Partner's own risk and expense;
 - 3.10.3 to require the Supply Partner to repair or replace the rejected Products, or to provide a full refund of the price of the rejected Products (if paid);
 - 3.10.4 to refuse to accept any subsequent delivery of the Products which the Supply Partner attempts to make;
 - 3.10.5 to recover from the Supply Partner any costs incurred by the Consortium Member in obtaining substitute products from a third party; and
 - 3.10.6 to claim damages for any other costs, loss or expenses incurred by the Consortium Member which are directly attributable to the Supply Partner's failure to carry out its obligations under the Agreement.
- 3.11 Risk in the Products shall pass to the Consortium Member on completion of delivery. Title to the products shall only pass to the Consortium Member once the Supply Partner receives payment in full (in cash cleared funds) for them.
- 3.12 If the Services or any part of them are not performed on the relevant Due Date in accordance with this Agreement then, without prejudice to any other remedy it may have, the Consortium Member shall be entitled to procure the provision of any particular part of the Services which the Supply Partner has failed to perform from a third party, at the Supply Partner's cost.
- 3.13 The Consortium Member may, during the Term and within 6 months after the termination of this Agreement, request any information relating to the carrying out of all or any part of the Supply Partner's obligations under this Agreement, including but without limitation evidence towards the KPI, and such information shall be supplied by the Supply Partner as soon as reasonably possible and at no cost to the Consortium Member.
- 3.14 The Supply Partner shall co-operate with the Consortium Member in relation to the attendance of regular performance management meetings which shall take place no less than once a quarter and notwithstanding any other provision of this Agreement shall regularly produce such information as the Consortium Member requires to evaluate the KPI.
- 3.15 The Supply Partner undertakes to actively manage and engage in the evaluation of its performance of the KPI.
- 3.16 The Supply Partner warrants that:
- 3.16.1 it has full capacity and authority and all necessary consents required to enter into and perform its obligations under the Agreement;

- 3.16.2 as at the Effective Date, all information, statements and representations made by the Supply Partner within the Tender (and the Supply Partner's response to the Selection Questionnaire issued by the Consortium when establishing the Framework Agreement, the Framework Agreement), and the Order Form are true, accurate and not misleading, save as have been specifically disclosed to the Consortium Member in writing prior to the entering into of the Agreement and it will promptly advise the Consortium Member of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false, inaccurate or misleading;
- 3.16.3 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supply Partner or its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to the Supply Partner's assets or revenue;
- 3.16.4 the Products and Services shall be carried out by appropriately experienced, qualified and trained staff with all due care and diligence;
- 3.16.5 it has not colluded with any other party to rig or set prices or to otherwise affect the fairness of, distort, or deviate from the tender process under any Order.

4 CONSORTIUM MEMBER'S RIGHTS AND OBLIGATIONS

4.1 The Consortium Member will:

- 4.1.1 monitor the performance of the Products and Services , including but not limited to the monitoring of the Supply Partner's satisfaction of the KPI and outcomes of the performance management meetings, and will promptly notify the Supply Partner of any breach of the Agreement or failure to meet the necessary KPI; and
- 4.1.2 co-operate with the Supply Partner in relation to the conduct by the Supply Partner of its obligations under this Agreement and allow the Supply Partner access to the Delivery Point for this purpose.

4.2 The Consortium Member shall not be deemed to have accepted any Products and Services until it has had a reasonable time to inspect them following performance and has completed the customer acceptance testing as agreed between the Parties.

5 PAYMENT

- 5.1 The Price payable by the Consortium Member shall be the price of the Products and Services as set out in Schedule 3 of this Agreement, and unless otherwise agreed in writing by the Consortium Member shall be exclusive of value added tax (if any).
- 5.2 Unless specified in the Order Form, all sums payable shall be calculated and paid in £ Sterling.
- 5.3 The Consortium Member will accept no variation or additions to the Price for the performance of the Products and Services unless such variation or additional price has been expressly agreed in advance and in writing by an authorised representative of the Consortium Member.

- 5.4 Where the Supply Partner submits an invoice to the Consortium Member the Consortium Member will consider and verify that invoice in a timely fashion and in accordance with Clause 5.5.
- 5.5 The Consortium Member shall pay the Supply Partner any sums due under verified invoices no later than a period of 30 days from the date on which the Consortium Member has determined that the invoice is valid and undisputed.
- 5.6 Where the Consortium Member fails to comply with Clause 5.4 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of Clause 5.5 after a reasonable time has passed.

6 PAYMENT OF SUB-CONTRACTORS

- 6.1 Where the Supply Partner enters into a Sub-Contract with a supplier or contractor for the purpose of performing the Agreement, the Supply Partner shall include in such a Sub-Contract:
- 6.1.1 provisions having the same effect as Clauses 5.4 and 5.5 of this Agreement in relation to payments thereunder; and
- 6.1.2 a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as Clauses 5.4 and 5.5 of this Agreement in relation to payments thereunder.

7 INSURANCE

- 7.1 Unless otherwise specified in the Order Form or agreed in writing between the Parties, the Supply Partner will insure against its liabilities arising out of or in connection with the performance of this Agreement including (without prejudice to the generality of the foregoing):
- 7.1.1 Employer's (Compulsory) Liability Insurance* = £5,000,000 (five million pounds), in respect of any one incident in any 12-month period.
- 7.1.2 Public Liability Insurance = £5,000,000 (five million pounds), in the aggregate of any 12-month period.
- 7.1.3 Professional Indemnity Insurance for no less than £1,000,000 (one million pounds), in respect of any one incident in any 12-month period.
- 7.1.4 Product Liability Insurance = £5,000,000 (five million pounds), in the aggregate of any 12-month period.

* It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

- 7.2 If the Supply Partner shall fail to comply in any respect with the provisions of this Clause 7, the Consortium Member shall be entitled (but not obliged) to arrange the insurance cover required by this Clause 7 which the Supply Partner shall pay for, and the Supply Partner hereby indemnifies the

Consortium Member fully and holds it fully indemnified against all costs, claims, demands and liabilities incurred by the Consortium Member as a result.

8 **LIMITATION OF LIABILITY**

8.1 The Consortium Member's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited insofar as is legally permissible to the total Price payable in respect of the Products and Services which have given rise to the claim.

8.2 Neither party shall be liable to the other party for:

8.2.1 any loss of profit, whether direct or indirect;

8.2.2 any indirect or consequential loss or damage;

8.2.3 any loss of business, depletion of good-will or otherwise;

8.2.4 any costs, expenses or other claims for consequential compensation; and

whatsoever and howsoever caused which arises out of or in connection with this Agreement.

8.3 Subject to Clause 8.2 the Supply Partner's maximum aggregate liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, howsoever caused including by negligence and also including any liability arising from a breach of or a failure to perform or defect or delay in performance of any of the Supply Partner's obligations under this agreement will be limited to £5,000,000 (five million pounds).

9 **TRANSITION**

9.1 The Supply Partner shall co-operate with the Consortium Member and/or such future supplier of the Products and Services as the Supply Partner shall nominate to ensure a smooth transition and handover of the Products and Services on the expiry or earlier termination of this Agreement as it relates to the Products and Services and in either case for a reasonable period thereafter. For the purposes of this Clause 9.1 the meaning of the term "co-operate" shall include:

9.1.1 liaising with the Supply Partner and/or any future supplier of the Products and Services, and providing reasonable assistance and advice concerning the Products and Services and their transfer to the Consortium Member and/or to such future supplier of the Products and Services;

9.1.2 allowing any future supplier of the Products and Services (at reasonable times and on reasonable notice) access to relevant premises but not so as to interfere with or impede the provision of the Products and Services; and

9.1.3 providing to the Consortium Member and/or to any future supplier of the Products and Services all and any information concerning the Products and Services which is reasonably required for the efficient transfer of responsibility for their performance.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 Any and all Intellectual Property Rights developed under this Agreement or arising from the provision of the Products and Services by the Supply Partner shall belong to the Supply Partner and the Consortium Member agrees that it shall execute or cause to be executed all deeds, documents and acts required to vest such Intellectual Property Rights in the Supply Partner.
- 10.2 The Supply Partner shall indemnify the Consortium Member against any claims, liabilities, costs, losses, expenses, proceedings and damages arising out of any infringement or alleged infringement of any third party Intellectual Property Rights arising in connection with the provision of the Products and Services .

11 TUPE

- 11.1 The Supply Partner accepts and undertakes that at the date of this Agreement it has taken into consideration TUPE provisions and has considered the application or otherwise of those provisions to this Agreement and has taken the appropriate action required under TUPE.
- 11.2 On expiry of this contract the Supply Partner must, at no cost to the Consortium Member, co-operate fully in the handover and re-procurement specifically with regards to the provision of TUPE information.

12 TERMINATION

- 12.1 Either Party shall be entitled to terminate this Agreement forthwith by written notice to the other Party:
- 12.1.1 in the event of a material breach of this Agreement by the other Party and, in the case of a breach capable of being remedied, such breach is not remedied within 30 days of a written request to do so; or
- 12.1.2 if a petition is presented for the winding up of the Supply Partner (which is not dismissed within 14 days of its service); or
- 12.1.3 if an order is made or a resolution is passed for the winding up of the other Party or circumstances arise which entitle a Court of competent jurisdiction to make a winding-up order of the other Party; or an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other Party or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 12.1.4 a receiver is appointed of any of the other Party's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party or if any other person takes possession of or sells the other Party's assets; or

- 12.1.5 the other Party makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - 12.1.6 the other Party is, or is reasonably considered to be unable to pay its debts when they fall due as defined in Section 123 of the Insolvency Act 1986 and any subsequent amended legislation from time to time; or
 - 12.1.7 any distraint is levied against the other Party or its property by any third party; or
 - 12.1.8 if such Party ceases, or threatens to cease, to carry on business.
- 12.2 The Consortium Member shall be permitted to terminate this Agreement immediately by serving written notice on the Supply Partner if the Supply Partner:
- 12.2.1 persistently fails to achieve the necessary KPI; or
 - 12.2.2 the Agreement is subject to a substantial modification (as set out in the Public Contracts Regulations 2015) which would require a new procurement procedure;
 - 12.2.3 it has transpired that at the time the Agreement was awarded to the Supply Partner, the Supply Partner was in one of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015, including as a result of the application of Regulation 57(2) of the Public Contracts Regulations 2015, and the Supply Partner should therefore have been excluded from the procurement process; or
 - 12.2.4 it has transpired that the Agreement should not have been awarded to the Supply Partner in the view of a serious infringement of the obligations under the Public Procurement Rules that has been declared by a court with competent authority.
- 12.3 The Supply Partner shall be permitted to terminate this Agreement immediately by serving written notice on the Consortium Member if any undisputed sum due to the Supply Partner under this Agreement from the Consortium Member which has been notified to the Consortium Member as overdue remains unpaid for more than 120 days after the date upon which it was properly due.
- 12.4 The Consortium Member may terminate this Agreement at any time by giving three months written notice to the Supply Partner.
- 12.5 Termination of this Agreement is without prejudice to any right or remedy of either Party under this Agreement which is available prior to termination and following the End Date the following provisions will continue in force Clauses 1, 3.10, 3.12, 5.4, 5.5, 5.6, 8, 9, 10, 12.5, 13, 14, 15, 28, 29, and 30, together with any other provisions which expressly or impliedly continue to have effect after expiry or termination of this Agreement.
- 12.6 Following the End Date all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages) and liabilities which have accrued prior to the Termination Date.

13 ETHICAL CONDUCT

- 13.1 The Supply Partner shall not do, and warrants and represents that in entering this Agreement it has not done any of the following (“the **Prohibited Acts**”).
- 13.1.1 received, offered, given or agreed to give to any person any gift or consideration of any kind as an inducement or reward; or
 - 13.1.2 for doing or not doing (or for having done or not having done) any act in relation to the award, obtaining, performance, monitoring of this Agreement or any other contract with the Consortium; or
 - 13.1.3 for showing or not showing favour, or disfavour to any person in relation to this Agreement or any other contract with the Consortium; or
 - 13.1.4 entered into this Agreement or any other contract with the Consortium in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before this Agreement is made particulars of any such commission and the terms and conditions of any such agreement for the payment therefore have been disclosed in writing to the Consortium.
- 13.2 If a director or directors of the Supply Partner or its company secretary or with his or their agreement, connivance, prior knowledge or assistance, the Supply Partner’s employees, agent or sub-contractors or anyone acting on its behalf does any of the Prohibited Acts or commits any offence under the Criminal Justice Act 1988, Anti-Terrorism, Crime & Security Act 2001, Fraud Act 2006 and the Bribery Act 2010 or other related and amended legislation from time to time (“**an Offence**”) in relation to this Agreement or any other contract with the Consortium Member, the Consortium Member shall be entitled:
- 13.2.1 to recover from the Supply Partner the amount or value of any such gift, consideration or commission received by the Supply Partner; and
 - 13.2.2 to recover from the Supply Partner any other loss sustained in consequence of any breach of this Clause 13.2, whether or not this Agreement has been terminated.
- 13.3 If a director or directors of the Supply Partner or its company secretary commits any Offence in relation to this Agreement or any other contract with the Consortium Member, the Consortium Member shall in addition to the remedies set out in Clause 13.2 be entitled to terminate this Agreement and recover from the Supply Partner on an indemnity basis the amount of any loss resulting from the termination, without prejudice to any other remedies that it may have.
- 13.4 The Supply Partner shall adopt a policy that its employees shall not commit any Offence and shall notify such employees accordingly.
- 13.5 It is acknowledged that where an Offence is committed by an employee, agent or sub-contractor it would be considered to be gross-misconduct and the Supply Partner shall take all reasonable disciplinary steps including where appropriate terminating such employees, agents or sub-contractor’s contract of employment, contract or sub-contract as the case may be.

13.6 The Supply Partner shall immediately inform the Consortium Member and the Consortium of any Offence of which it has any knowledge.

14 GENERAL

14.1 Neither Party shall be entitled to assign, novate, sub-contract or otherwise transfer this Agreement or any part of it without the prior written consent of the other.

14.2 Each right or remedy of either Party under this Agreement is without prejudice to any other right or remedy of either party whether under this Agreement or otherwise.

14.3 If any wording in any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining wording of such provision and the remaining provisions of this Agreement shall continue in full force and effect.

14.4 Failure or delay by either Party in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement nor of any subsequent breach.

14.5 No variation of this Agreement (or to any contract made pursuant to this Agreement) shall be binding upon the Parties unless the same shall be in writing duly signed by a director of the Supply Partner and a director (or equivalent) of the Consortium Member on its behalf and such variation shall be particular to the circumstances mentioned by such writing and shall not be regarded as a general variation.

14.6 The formation, existence, construction, performance, validity and all aspects of this Agreement shall be governed by English law and subject to Clause 29, the Parties submit to the exclusive jurisdiction of the English courts.

15 CONFIDENTIALITY

15.1 Subject to the remaining provisions of this Clause 15 the Parties mutually undertake and agree with the other during the Term and for 5 years following the End Date to keep all information which is of a confidential or secret nature including without limitation information relating to forecasts, prices, discounts, handling costs, sales statistics, markets, inventory information, customers, personnel and technical, operational and administrative systems (the "**Confidential Information**") of the other and the other's customers which they may learn in connection with the performance of this Agreement in strict confidence and secrecy and not to use or disclose the Confidential Information of the other or other's customers to any other person firm or company outside the Parties respective group of companies and their respective professional advisers except only as may be necessary and bona fide in connection with its obligations under this Agreement.

15.2 Both Parties shall procure that any member of its respective group or any adviser, agent, representative contractor, or sub-contractor to it to whom any part of the Confidential Information is disclosed complies with the provisions of this Clause 15.1 as if it were a party to this Agreement.

15.3 Clauses 15.1 and 15.2 shall not apply to any Confidential Information to the extent that:

- 15.3.1 it is or becomes generally available to the public other than by breach of this Agreement; or
- 15.3.2 which either Party is obliged to disclose by a court of law.
- 15.4 In the event that either Party is subject to a statutory request relating to the other Party's Confidential Information under the Freedom of Information Act 2000 or related legislation, the Party subject to such request agrees within the constraints of such legislation to promptly consult with the other in relation to such statutory request.
- 15.5 Each Party shall at all times comply with its respective obligations under the Data Protection Act 2018 ("DPA"), and any subsequent amendments from time to time, in particular the Parties shall not disclose to any unauthorized person any data which is subject to the DPA. Each Party shall effect and maintain all necessary technical and organisational measures to prevent the unlawful or unauthorised processing of personal data (as defined by the DPA) and the accidental loss or destruction of or damage to personal data including but not limited to taking reasonable steps to ensure the reliability of staff.
- 15.6 The Supply Partner shall indemnify the Consortium Member against any breach of the DPA or these obligations which render the Consortium Member liable for any damages, penalty, costs or expenses.
- 16 PROCESSING OF PERSONAL DATA**
- 16.1 The Supply Partner shall only Process Personal Data on documented instructions from the Member (including with regard to transfers of any Personal Data to a third country or an international organisation outside of the EEA) unless the Supply Partner is required by law to Process the Personal Data, in which case it must inform the Member of the relevant legal requirement before Processing the Personal Data in such a way (unless the legal requirement prohibits the Supply Partner from providing such information to the Member on public interest grounds).
- 16.2 The purpose of Processing of the Personal Data by the Supply Partner is for the performance of the Services pursuant to the Services Agreement. The types of Personal Data and categories of Data Subjects Processed by the Supply Partner under this Agreement are further specified in Appendix 1.
- 16.3 The Supply Partner shall not disclose Personal Data to any third parties without the Member's prior consent, except as required by law or permitted by this Agreement. Without limiting the generality of the foregoing, the Supply Partner may disclose Personal Data to Sub-processors (including Affiliates of the Supply Partner acting in such capacity) that are engaged by the Supply Partner in accordance with Clause 8.
- 16.4 The Supply Partner agrees and confirms that it will ensure that all persons authorised by the Supply Partner to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality
- 17 DATA SUBJECT RIGHTS, COMPLAINTS AND REQUESTS**
- 17.1 Data Subject Requests

17.2 Taking into account the nature of the Processing, the Supply Partner shall assist the Member by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Member's obligations to respond to Data Subject Requests.

17.3 In particular, the Supply Partner shall:

17.3.1 Notify the Member without undue delay and, in any event, within 1 Working day of receipt of a Data Subject Request;

17.3.2 Following receipt of a Data Subject Request, contact the relevant Data Subject to acknowledge receipt of the Data Subject Request and to notify the Data Subject that the Supply Partner has referred the Data Subject Request to the Member but the Supply Partner shall not respond to any Data Subject Request without the Member's prior written instructions; and

17.3.3 Provide such assistance as the Member may reasonably request to help the Member fulfil its obligations under the Data Protection Laws to respond to Data Subject Requests.

17.4 Complaints and Requests

The Supply Partner shall:

17.4.1 Notify the Member without undue delay of receipt of any complaint or request (other than Data Subject Requests or enquiries from the Supervisory Authority described in Clause 18) relating to (i) the Member's obligations under the Data Protection Laws; or (ii) Personal Data; and

17.4.2 Provide such assistance as the Member may reasonably request in relation to such complaint or request.

18 **CO-OPERATION WITH THE SUPERVISORY AUTHORITY AND THE CONDUCT OF CLAIMS**

18.1 The Supply Partner shall notify the Member of all enquiries received from the Supervisory Authority which relate to the Processing of Personal Data, the provision or receipt of the Services or either Party's obligations under this Agreement.

18.2 Unless (i) the Supervisory Authority requests in writing to engage directly with the Supply Partner; or (ii) the parties (acting reasonably and taking into account the subject matter of the Supervisory Authority's enquiry) agree that the Supply Partner shall handle such a request itself, the Member shall be responsible for all communications or correspondence with the Supervisory Authority in relation to the Processing of Personal Data and the provision of the Services.

19 **SECURITY**

19.1 The Supply Partner warrants that it:

19.1.1 Shall implement all such appropriate technical and organisational measures, including but not necessarily limited to those set out in Appendix 2, in order to protect the confidentiality,

integrity, availability and resilience of the Supply Partner's systems which are involved in the Processing of Personal Data; and

- 19.1.2 Has assessed the level of security appropriate to the Processing in the context of its obligations under the Data Protection Laws and agrees that the security measures set out in Appendix 2 are consistent with such assessment.

20 SECURITY BREACH MANAGEMENT AND NOTIFICATION

- 20.1 The Supply Partner shall notify the Member without undue delay and, in any event, within 1 working day of becoming aware of the occurrence of a Personal Data Breach and provide the Member with the following information as soon as it becomes available:

20.1.1 A description of the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects concerned and the approximate number of Personal Data records concerned;

20.1.2 The name and contact details of a representative of the Supply Partner from whom more information can be obtained;

20.1.3 A description of the likely consequences of the Personal Data Breach; and

20.1.4 A description of the measures the Supply Partner has taken or proposes to take to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

- 20.2 The Parties agree to co-ordinate in good faith in the preparation of any public statements relating to a Personal Data Breach and any required notices to the affected Data Subjects and/or the Supervisory Authority in connection with a Personal Data Breach.

21 RETURN AND DELETION OF PERSONAL DATA

- 21.1 Subject to Clause 12, on termination of this Agreement for any reason or upon written request from the Member at any time, the Supply Partner shall cease Processing any Personal Data and return to the Member or delete any Personal Data in the Supply Partner's possession or control, except as required by law or as the Supply Partner may require in order to defend any actual or possible legal claims.

22 SUB-PROCESSORS

- 22.1 Appointment of Sub-processors

The Supply Partner shall:

- 22.1.1 Not engage Sub-processors in connection with the provision of the Services without the Member's prior specific written authorisation; and

22.1.2 Inform the Member of any intended changes concerning the addition or replacement of Sub-processors and give the Member the opportunity to object to any such changes.

22.2 Sub-processing Agreement

If the Supply Partner engages a Sub-processor to Process any of the Member's Personal Data:

22.2.1 It must not do so without the prior specific authorisation of the Member;

22.2.2 it shall ensure that it enters into a written contract with that Sub-processor which imposes on the Sub-processor obligations that are equivalent to the obligations to which the Supply Partner is subject under this Agreement; and

22.2.3 it acknowledges it will remain fully liable to the Member for the performance of that Sub-processor's obligations.

22.3 Responsibility for Sub-processors

The Supply Partner shall be responsible and liable for the acts, omissions or defaults of its Sub-processors in the performance of the Supply Partner's obligations under this Agreement or otherwise as if they were the Supply Partner's own acts, omissions or defaults.

23 AUDITS AND REQUESTS FOR INFORMATION AND ASSISTANCE

23.1 The Member may audit the Supply Partner's compliance with its obligations under this Agreement, subject to the following:

23.1.1 The Member may perform such audits once per year or more frequently if required by the Data Protection Laws, provided that the audit is conducted during usual business hours;

23.1.2 The Member may use a third party to perform such an audit on its behalf, provided that the Member provides the Supply Partner with reasonable notice of the identity of the third party prior to the audit;

23.1.3 Nothing in this Clause 23.1 shall require the Supply Partner to breach any duties of confidentiality owed to any of its employees or other clients; and

23.1.4 The audit will be conducted at the Member's expense.

23.2 Where requested by the Member, the Supply Partner shall provide the Member with such assistance and information as may be reasonably required in order for the Member to comply with any obligation to (i) carry out a data protection impact assessment or (ii) consult with the Supervisory Authority.

24 TRANSFERS OUTSIDE OF THE UK

24.1 The Supply Partner shall not transfer Personal Data to a recipient, whether an Affiliate or not, located outside of the UK without the prior written consent of the Member.

24.2 In the event that the Member consents to the Supply Partner transferring Personal Data outside of the UK, the Supply Partner shall only do so under Standard Contractual Clauses.

25 DATA PROTECTION LIABILITY

25.1 The Supply Partner shall:

25.1.1 Be liable for any breach of this Agreement or the Data Protection Laws and any liability to a Data Subject that may arise as a result; and

25.1.2 Indemnify the Member and keep the Member indemnified in full against all Personal Data Losses suffered or incurred by the Member in connection with or as a result of a breach by the Supply Partner of its obligations under this Agreement.

26 EXCLUSION OF 3RD PARTY RIGHTS (DATA PROTECTION)

26.1 Subject to any third party rights that may be granted to Data Subjects under the Standard Contractual Clauses put in place by the Supply Partner in accordance with Clause 24.2, all other third party rights are excluded.

27 GOVERNING LAW

27.1 To the extent required by the Data Protection Laws, the rights and obligations of the Parties under this Agreement shall be governed by English law.

28 DISPUTE RESOLUTION

28.1 In the event of a dispute between the Parties out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then, except as expressly provided in this Agreement, the Parties shall follow the dispute resolution procedure set out in this Clause:

28.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documentation. On service of the Dispute Notice, a senior officer of each Party shall attempt in good faith to resolve the Dispute;

28.1.2 if the senior officers are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing ("**ADR Notice**") to the other Party requesting mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than 21 days after the date of the ADR Notice. Unless otherwise agreed by the Parties the place of mediation shall be nominated by the mediator.

28.2 Nothing in this Clause 28 will prevent or delay either Party from:

28.2.1 seeking orders for specific performance, interim or final injunctive relief;




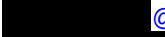
- 28.2.2 exercising any rights it has to terminate this Agreement; or
- 28.2.3 commencing any proceedings where any delay would be to the detriment of the Party wishing to commence such proceedings.

29 THIRD PARTY RIGHTS

- 29.1 The Parties agree that the Consortium shall be entitled to enforce any provision of this Agreement which benefits the Consortium Member on behalf of the Consortium Member or for the general protection of the Consortium’s Members (but acknowledge that it shall not be obliged to do so).
- 29.2 Subject to Clause 29.1, any person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act and any subsequently amended legislation from time to time.

30 NOTICES

- 30.1 Any notice will be in writing, marked for the attention of the specified representative of the Party to be given the notice and:
 - 30.1.1 sent by pre-paid first class post or recorded delivery to that Party's address; or
 - 30.1.2 delivered to or left at (but not, in either case by post) that Party's address;
 - 30.1.3 sent by facsimile to that Party's facsimile number (with a copy sent by pre-paid first class post or recorded delivery) to that Party's address within 24 hours after sending the facsimile; or
 - 30.1.4 sent by e-mail to that Party's e-mail address (with a copy sent by pre-paid (first class post, recorded delivery to that Party's address within 24 hours after sending the e-mail.
- 30.2 The details and representative for each Party are set out below and may be changed by that Party giving at least 7 working days' notice in accordance with Clause 30.1.

<p>The Consortium Partner:</p> <p>THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE</p> <p>For the attention of:  Procurement Specialist @folkestone-hythe.gov.uk</p>	<p>The Supply Partner:</p> <p>TUNSTALL HEALTHCARE (UK) LIMITED</p> <p>For the attention of:  Bid Manager @tunstall.com</p>
--	--

- 30.3 Any notice given in accordance with Clause 30.1 will be deemed to have been served if:

- 30.3.1 if given as set out in Clause 30.1.1, at 9.00am on the second working day after the date of posting;
 - 30.3.2 if given as set out in Clause 30.1.2 at the time the notice is delivered to or left at that Party's address; and
 - 30.3.3 if given as set out in Clause 30.1.3, at the time of confirmation of completion of transmission of the facsimile by way of a transmission report; and
 - 30.3.4 if given as set out in Clause 30.1.4, at the time of sending the e-mail (except that if an automatic notification is received by the sender within 24 hours after sending the e-mail informing the sender that the e-mail has not been delivered to the recipient that e-mail will be deemed not to have been served).
- 30.4 To prove service of a notice it will be sufficient to prove that the provisions of this Clause 30 were complied with.

31 **EQUALITY AND DIVERSITY**

- 31.1 The Supply Partner shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and the Employment Equality (Age) Regulations 2006 or any statutory modification or re-enactment thereof relating to discrimination in employment any subsequent amendments to legislation from time to time.
- 31.2 The Supply Partner shall in relation to this Agreement comply at all times with the Consortium Member's Equality and Diversity policy.

32 **MODERN SLAVERY**

The Modern Slavery Act came into force in 2015 and enforces protection against slavery and trafficking in the UK. It requires business over a certain size threshold (currently £36 million) to disclose each year what action they have taken to ensure there is no modern slavery in their business or supply chains. During the life of the Framework, the Consortium will require you to provide a statement on how you are complying with the act. Once the statements have been reviewed by our team, should a Member request to see a copy of this we are required to share this with them.


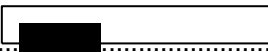
33 **EXECUTION**

The Parties have shown their acceptance of the terms of this Agreement by executing two copies of it by virtue of the authorised signatories from each Party as in the Authorised Signatory page below:-. Each executed copy shall count as an original.

Authorised Signatories on behalf of the Parties



For and on behalf of:-

(1) THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

Signed 
Print Name..... 
Title.....
Date.....

For and on behalf of:-

(2) TUNSTALL HEALTHCARE (UK) LIMITED

Signed ... 
Print Name... 
Title.....
Date.....

APPENDIX 1

Data Processing Details

Data Subjects

The Consortium considers the following categories of Data Subjects) will be subject to processing by the Supply Partner under the Framework Agreement.

- i) Member Organisaion's Tenants, Residents, Customers or End Users of Products or Services provided;
- ii) Member Organisaion's Staff/Employees
- iii) Member Organisaion's other Contractors and Sub-Contractors. .

Categories of Personal Data

The following categories of Personal Data will be Processed by the Supply Partner under the Framework:

- i) Name;
- ii) Address;
- iii) e-mail address; and
- iv) Telephone number; and
- v) [\[Date of birth.\]](#)

Special categories of data / Personal dta relating to criminal convictions and offences

The following special categories of Personal Data / Personal Data relating to criminal convictions and offences will be Processed under this Agreement:

Health and medical information relating to end users needs.

Processing operations

The Personal Data Processed will be subject to the following basic Processing activities:

- i) To perform the Services under the Framework;
- ii) To comply with any statutory and regulatory obligations placed upon the Supply Partner;
- iii) To maintain the Supply Partner's accounts and records; and
- iv) The collection, storage, analysis and disclosure of the Personal Data in accordance with this Agreement and the Framework.

APPENDIX 2

Security Measures

In order to fulfil its obligations under this Agreement, the Supply Partner shall implement the following:

- 1) E.g. Organisational management processes and staff responsible for the development, implementation and maintenance of the Supply Partner's information security policy and procedures. Specifically;

During the 12-month preparation, and subsequent implementation periods for the Regulation, we are evaluating new requirements and restrictions imposed by the GDPR and have undertaken extensive reviews of information security, privacy policies and procedures for handling personal data. We continue to evaluate and monitor our suppliers, partners and staff to ensure they adhere to the same high standards of data protection. Currently, all staff are undergoing continuous training to ensure any data processing is carried out in line with the General Data Protection Regulations, which has been implemented by Julie Evans, our Data Protection Officer.

As a result of the analysis, we have implemented and resourced a fourteen work-stream program to perform the necessary changes to ensure that we are able handle all personal data within or processed by the organisation in compliance with the applicable GDPR law.

The global work-streams/sub-projects are:

- **WS01 Data Mapping and Software Master List**
- **WS02 Basis of processing**
- **WS03 Notices and Consents**
- **WS04 Provide Individuals' Rights**
- **WS05 Data Protection Impact Assessments**
- **WS06 Data Sharing**
- **WS07 International Data Transfers**
- **WS08 Data Security**
- **WS09 Data Protection Governance**
- **WS10 Breach Management**
- **WS11 Update Policies**
- **WS12 Update Processes**
- **WS13 Update Contracts**
- **WS14 Training**

SCHEDULE 1 – FRAMEWORK SPECIFICATION

Framework Agreement for Technology Enabled Care Services (TECS)

Framework Specification

Lot 1: Product Catalogue

Lot 2: Installation, Service/Maintenance and Repair

Lot 3: Sub lot 3.1 Call Monitoring

Sub lot 3.2 Mobile Response

Sub lot 3.3 Call Monitoring with Mobile Response

Sub lot 3.4 Call Centre Monitoring Equipment

Servicing/Maintenance and Repair

Lot 4: Consultancy

1.0 GENERAL FRAMEWORK REQUIREMENTS

1.1 FRAMEWORK SCOPE

The scope of this Framework Agreement is for the provision of products and services in relation to Technology Enabled Care (TEC) Services for both analogue and digital solutions. Due to the expiry date of this framework being before the planned analogue system retirement in 2025, Supply Partner(s) must be able to support both analogue and digital equipment/systems.

The products and services shall fall into 5 separate Framework “LOTS” to reflect the structure of the industry, although Supply Partners are invited to apply for one or more LOT(S) if applicable.

Lot 1: Product Catalogue
Lot 2: Installation, Service/Maintenance and Repair
Lot 3: Call Monitoring and Mobile Response <ul style="list-style-type: none">• Sub lot 3.1 Call Monitoring• Sub lot 3.2 Mobile Response• Sub lot 3.3 Call Monitoring and Mobile Response• Sub lot 3.4 Call Centre Monitoring Equipment Servicing/Maintenance and Repair
Lot 4: Consultancy

Supply Agreements can be called off (Call-Off) from the Framework Agreement through a mixture of Direct Awards and Further Competitions and across several lots.

1.2 FRAMEWORK EXCLUSIONS

This framework can cover any equipment or service connected to technology enabled living services e.g. door entry, fire systems/doors, out of hours call monitoring etc. however it does not include services that fall outside the scope of technology enabled living services e.g. asbestos surveys etc.

1.3 FRAMEWORK PERIOD

The Framework Agreement is for a period of 48 months from its commencement date.

1.4 FRAMEWORK STAKEHOLDERS

The Contracting Authority for this Framework Agreement is the Northern Housing Consortium (NHC), a non-profit making, non-political membership organisation representing social housing providers and local housing authorities across England, Wales, Scotland and Northern Ireland.

The NHC's Member organisations are the main stakeholders for this Framework Agreement and consist of the following types of organisations: Local Authorities (LAs) both with and without housing stock, Large Scale Voluntary Transfer organisations (LSVTs), Registered Providers (RPs)/Social Landlords (RSLs), Housing Associations (HAs), Arms-Length Management Organisations (ALMOs), Tenant Management Organisations (TMOs), NHS/CCG's, housing co-operatives, charitable organisations, educational establishments, private property management companies and other purchasing consortia.

Member organisations carry out a range of functions including but not limited to: provision and management of affordable rented housing, regeneration, developing land and building homes, neighbourhood and community management, commissioning and delivering support & care services, environmental improvements, housing strategy services etc.

The organisations to be covered by this Framework Agreement are drawn from all local authority areas within England, Wales, Scotland and Northern Ireland.

1.5 FRAMEWORK OBJECTIVES

Technology Enabled Living Services - Sector Overview

Technology Enabled Living or Technology Enabled Care services as it is commonly known, refers to the use of telehealth and telecare services providing care and support for people with long term conditions that is convenient, accessible and cost-effective. It has the potential to transform the way people engage with and control their own health and social care, empowering them to manage it in a way that is right for them.

There are over 1.7 million people receiving technology enabled living services across the UK. However, recent research and studies have found that the demand for supporting older, vulnerable and people with complex needs is increasing dramatically. The impact of the rise in demand will be increased strain on an already stretched health and social care system. Of vital importance to NHC and our Members will be the delivery of the highest quality of service in order to respond to this challenge.

There is a growing trend amongst Member Organisations to strategically delivery Technology Enabled Living Services either across their organisations or locality. This is likely to change the way in which services are procured and delivered throughout the term of this Framework.

Those who manage technology enabled living services vary in size, service offer and location under this framework. For example, some may have several large-scale extra care schemes or individual properties with few pieces of telecare equipment.

For clarity;

Telecare - is the continuous, automatic and remote monitoring of individuals including lifestyle changes and emergencies in order to manage the risks associated with independent living. This often includes the use of equipment such as dispersed alarm base units with the ability to wirelessly attach peripherals such as sensors, personal alarms and detectors e.g. smoke/carbon monoxide. It allows the remote care of individuals, providing care and reassurance to allow them to remain living in their own homes. Currently most Member Organisations will have dispersed alarm systems that are connect via telephone landline that communicate with peripherals via radio signals. As there is a planned Swiftcover from analogue signals to digital throughout the framework period, Member Organisations will be reviewing their stock and reviewing how to transition to digital platforms/solutions.

Telehealth - is the remote exchange of data between an individual and a clinician to assist in the monitoring and diagnosis of long-term health conditions. It comprises of fixed or mobile units to measure and monitor vital signs (blood pressure, temperature, blood oxygen levels, and weight) for clinical review at a remote location. It encompasses prevention, promotion and curative aspects of care.

The objectives of this framework are to:

- Support and assist in the transition from analogue to digital signalling.
- Ensure Member Organisations provide independent living services at best value.
- Support with strategic delivery of services e.g. social interaction, collaboration or sharing best practice.
- Provide high quality products and services that meet the needs of end users and Member Organisations.
- Provide innovative and relevant products and services.

1.6 FRAMEWORK COVERAGE

The organisations to be covered by this Framework Agreement are drawn from the following local authority areas across England, Wales, Scotland and Northern Ireland:

North East: Northumberland, Newcastle upon Tyne, North Tyneside, Gateshead, South Tyneside, Sunderland, Durham, Darlington, Hartlepool, Stockton-on-Tees, Middlesbrough, Redcar and Cleveland

North West: Carlisle, Allerdale, Eden, Copeland, Barrow-in-Furness, South Lakeland, Lancaster, Ribble Valley, Wyre, Blackpool, Fylde, Preston, South Ribble, Chorley, Blackburn with Darwen, Hyndburn, Rossendale, Burnley, Pendle, West Lancashire, Bolton, Bury, Rochdale, Oldham, Wigan, Manchester, Halton, Trafford, Salford, Warrington, Tameside, Stockport, Liverpool, Knowsley, St

Helens, Sefton, Wirral, Cheshire West and Chester, Cheshire East

Yorkshire and Humber: Richmondshire, Hambleton, Scarborough, Ryedale, Harrogate, Craven, York, Selby, East Riding of Yorkshire, Kingston upon Hull, Bradford, Leeds, Calderdale, Kirklees, Wakefield, Barnsley, Sheffield, Rotherham, Doncaster, North Lincolnshire, North East Lincolnshire

East Midlands: Amber Valley, Bolsover, Chesterfield, Derby, Derbyshire Dales, Erewash, High Peak, North East Derbyshire, South Derbyshire, Blaby, Charnwood, Harborough, Hinckley and Bosworth, Leicester, Melton, North West Leicestershire, Oadby and Wigston, Boston, East Lindsey, Lincoln, North Kesteven, South Holland, South Kesteven, West Lindsey, Corby, Daventry, East Northamptonshire, Kettering, Northampton, South Northamptonshire, Wellingborough, Ashfield, Bassetlaw, Broxtowe, Gedling, Mansfield, Newark and Sherwood, Nottingham, Rushcliffe, Rutland

West Midlands: Herefordshire, Shropshire, Telford and Wrekin, Cannock Chase, East Staffordshire, Lichfield, Newcastle under Lyme, South Staffordshire, Stafford, Staffordshire Moorlands, Stoke on Trent, Tamworth, North Warwickshire, Nuneaton and Bedworth, Rugby, Stratford on Avon, Warwick, Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall, Wolverhampton, Bromsgrove, Malvern Hills, Redditch, Worcester, Wychavon, Wyre Forest

East of England: Bedford, Central Bedfordshire, Luton, Cambridge, East Cambridgeshire, Fenland, Huntingdonshire, Peterborough, South Cambridgeshire, Basildon, Braintree, Brentwood, Castle Point, Chelmsford, Colchester, Epping Forest, Harlow, Maldon, Rochford, Southend, Tendring, Thurrock, Uttlesford, Broxbourne, Dacorum, East Hertfordshire, Hertsmere, North Hertfordshire, St Albans, Stevenage, Three Rivers, Watford, Welwyn Hatfield, Breckland, Broadland, Great Yarmouth, Kings Lynn and West Norfolk, North Norfolk, Norwich, South Norfolk, Babergh, Forest Heath, Ipswich, Mid Suffolk, St Edmundsbury, Suffolk Coastal, Waveney

Greater London: Barking and Dagenham, Barnet, Bexley, Brent, Bromley, Camden, City of London, Croydon, Ealing, Enfield, Greenwich, Hackney, Hammersmith and Fulham, Haringey, Harrow, Havering, Hillingdon, Hounslow, Islington, Kensington and Chelsea, Lambeth, Lewisham, Merton, Newham, Redbridge, Richmond upon Thames, Kingston upon Thames, Southwark, Sutton, Tower Hamlets, Waltham Forest, Wandsworth, Westminster

South East England: Bracknell Forest, Reading, Slough, West Berkshire, Windsor and Maidenhead, Wokingham, Aylesbury Vale, Chiltern, Milton Keynes, South Bucks, Wycombe, Brighton and Hove, Eastbourne, Hastings, Lewes, Rother, Wealden, Basingstoke and Deane, East Hampshire, Eastleigh, Fareham, Gosport, Hart, Havant, New Forest, Portsmouth, Rushmoor, Southampton, Test Valley, Winchester, Isle of Wight, Ashford, Canterbury, Dartford, Dover, Gravesham, Maidstone, Medway, Sevenoaks, Folkestone and Hythe, Swale, Thanet, Tonbridge and Malling, Tunbridge Wells, Cherwell, Oxford, South Oxfordshire, Vale of White Horse, West Oxfordshire, Elmbridge, Epsom and Ewell, Guildford, Mole Valley,

Reigate and Banstead, Runnymede, Spelthorne, Surrey Heath, Tandridge, Waverley, Woking, Adur, Arun, Chichester, Crawley, Horsham, Mid Sussex, Worthing

South West England: Bristol, Cornwall, East Devon, Exeter, Mid Devon, North Devon, Plymouth, South Hams, Teignbridge, Torbay, Torridge, West Devon, Bournemouth, Christchurch, East Dorset, North Dorset, Poole, Purbeck, West Dorset, Weymouth and Portland, Cheltenham, Cotswold, Forest of Dean, Gloucester, South Gloucestershire, Stroud, Tewkesbury, Isles of Scilly, Bath and North East Somerset, Mendip, North Somerset, Sedgemoor, South Somerset, Taunton Deane, West Somerset, Wiltshire, Swindon

Wales: Blaenau Gwent, Bridgend, Caerphilly, Cardiff, Carmarthenshire, Ceredigion, Conwy, Denbighshire, Flintshire, Gwynedd, Isle of Anglesey, Merthyr Tydfil, Monmouthshire, Neath Port Talbot, Newport, Pembrokeshire, Powys, Rhondda Cynon Taf, Swansea, Torfaen, Vale of Glamorgan, Wrexham

Scotland: Aberdeenshire, Argyll & Bute, City of Aberdeen, City of Glasgow, Clackmannanshire, Dumfries & Galloway, Dundee, East Ayrshire, East Dunbartonshire, East Lothian, East Renfrewshire, Edinburgh, Falkirk, Fife, Flintshire, Highlands, Inverclyde, Mid Lothian, Moray, North Ayrshire, North Lanarkshire, Orkney, Perth & Kinross, Perthshire, Renfrewshire, Scottish Borders, Shetland, South Ayrshire, South Lanarkshire, Stirlingshire, West Dunbartonshire, West Lothian.

Northern Ireland: Armagh, Cookstown, Dungannon, Fermanagh, Magherafelt, Newry and Mourne, Omagh, Ballymoney, Coleraine, Derry, Limavady, Moyle, Strabane, Antrim, Ards, Ballymena, Banbridge, Craigavon, Down, Larne, Carrickfergus, Castlereagh, Lisburn, Newtownabbey, North Down, Belfast.

1.7 AWARDING CALL OFF CONTRACTS

The Framework offers flexibility to our Member Organisations. The Call-Off arrangements under this Framework will be via Direct Award, Ranked Award (LOTS 2, 3 and 4 only), or Further Competition (All LOTS).

1.7.1 AWARDING CALL OFF CONTRACTS – DIRECT AWARD (LOT 1 and all lots)

Member Organisations may choose to award a Call-Off contract to a Supply Partner(s) appointed to LOTS 1 by means of Direct Award, without a Further Competition.

Member Organisations may also Direct Award across all lots without a Further Competition:

- where the value of the project does not exceed £25,000.00 or;

- for a subsequent phase in a project where the Supplier has already performed the required products or services for the first phase or phases and the Member Organisation requires continuity of in respect of such a subsequent phase; e.g. continued maintenance of specialist product or;
- where a change of Supply Partner cannot be made for economic or technical reasons (such as requirements of interchangeability and interoperability with existing equipment, services or installations) AND a change would cause significant inconvenience or substantial duplication of costs.

1.7.2 AWARDING CALL OFF CONTRACTS – RANKED AWARD (LOTS 2, 3 and 4)

LOTS 2, 3, and 4 contain a ranked supplier list. This directly indicates how each Supply Partner initially performed during the framework tender. The first ranked Supply Partner in each LOT is the Supply Partner who has scored the highest combination of Quality and Price overall. As we move down the rankings (2nd, 3rd, etc.) this indicates Supply Partners who may have scored slightly less on quality and/or price and so on.

Member Organisations may choose to award a Call-Off Contract to the top ranked Supply Partner appointed to LOTS 2, 3, 4 and/or 5 by means of a Ranked Award. Variable rankings are also available under these LOTS.

1.7.3 AWARDING CALL OFF CONTRACTS – FURTHER COMPETITION (ALL LOTS)

Member Organisations may choose to award a Call-Off Contract following a 'Further Competition' between Supply Partner(s) appointed to the particular LOT(S).

Member Organisations may choose to award Call-Off contracts under one or a combination of LOT(s) to meet their requirements. Supply Partner(s) who are eligible to bid will be sent the opportunity.

The Further Competition process will follow the same format as the original tender, involving both a quality and price evaluation. Member Organisations can refine the framework specification to meet their unique requirements from a contract, but may not change basic terms of the framework, through a Further Competition. Member Organisations may also wish to alter the Quality/Price weightings for their individual Call-Off and include site visits/interviews within their Call-Off This process ensures that Member Organisations are achieving value for money based on their individual requirements for a contract.

This process will be facilitated by the Consortium following the principles of the EU Directives to ensure transparency and fairness, and to determine the Most Economically Advantageous Tender (MEAT) for the individual Member Organisations requirements.

Further Competitions will be open to all those Supply Partner(s) appointed to the framework who are able to meet the Member Organisations requirements.

Framework Supply Partners will be required to complete quality and pricing documents based on the Member Organisations bespoke requirements under the Framework, however, Supply Partners are not obliged to bid for all opportunities should they decide it does not fit with their business objectives etc. It is expected that Further Competitions will take place throughout the term of the Framework and will vary in scale, scope of services (specification), locality and term.

1.8 CONTRACTUAL REQUIREMENTS

The Framework Agreement will be governed by the Terms and Conditions of contract prepared by the Consortium. Changes to the Terms and Conditions will not be permitted.

This specification is for general guidance, for the avoidance of any doubt the final agreement and detail for any supplied specification/undertaking/materials will be that provided and agreed between any Supply Partner(s), any Organisation and any Member Organisation, the Member Organisation may reference the framework specification within their own requirements.

1.9 PRICE (FURTHER COMPETITION)

At call off Supply Partners will be expected to complete a price response document based on the individual Member organisation's requirements.

Price fluctuations, either increases or decreases, will be considered on the anniversary date for each contract let through this Framework Agreement. Applications must be made in writing, to the NHC, at least two months before the anniversary date. Price fluctuations will not be considered after the contract anniversary. Any fluctuation will apply for 12 months, until either the end of the contract or the next anniversary date.

An application for a price increase can only be done so in accordance with Consumer Price Index (CPI) as published by the Office of National Statistics (www.statistics.gov.uk).

Supply Partner(s) should not assume that an application for a price increase will

automatically be accepted.

It is an objective of the Framework Agreement to deliver value for money to Member organisations and their customers. Supply Partner(s) will work in partnership with Member organisations to understand where greater cost efficiencies can be achieved. It is anticipated that where a contract is awarded for a period of time longer than 1 year some costs of operating the contract will decrease as a consequence of the Supply Partner(s) knowledge of the contract and/or work that the Supply Partner(s) and Member organisations agree to that improves efficiency.

When considering price fluctuations ahead of the anniversary date both information from CPI and knowledge of where efficiencies are being achieved need to be considered. Supply Partner(s) must demonstrate that all aspects have been considered when making an application for a price increase or decrease.

This applies to services and not Lot 1 products as this will be subject to a 6-month review.

1.10 TRANSPORT, LABOUR AND ANCILLARY CHARGES

For the avoidance of doubt, fully inclusive costs mentioned throughout this Specification are deemed to include all charges connected with the goods and/or services required.

- All labour charges; including any call-out fees, time on site etc.
- All travel costs
- All equipment costs, i.e. tools, personal protection equipment, vehicles etc.
- All waste management costs
- All welfare provision costs
- All overheads, i.e. insurances, licences, DBS, accreditations etc.
- All necessary works certification/guarantee/warranty costs.
- All administration costs, i.e. staff resources, contract management costs etc.

1.11 INSURANCES

Supply Partner(s) will provide the Consortium with details of all relevant insurance policies and copies of any cover-notes relating to the insurances on an annual basis following the renewal of such insurances.

Supply Partner(s) will also provide the Member Organisation with details of all relevant insurance policies and copies of any cover-notes relating to the insurances at the Member Organisations request.

Supply Partner(s) must hold the following insurances at all times:

- Employer's (Compulsory) Liability Insurance = £5,000,000 (five million pounds), in respect of any one incident in any 12-month period.
- Public Liability Insurance = £5,000,000 (five million pounds), in the

aggregate of any 12-month period.

- Professional Indemnity Insurance for no less than £1,000,000 (one million pounds), in respect of any one incident in any 12-month period.
- Product Liability Insurance = £5,000,000 (five million pounds), in the aggregate of any 12-month period.

* It is a legal requirement that all companies hold Employers' (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

Member Organisations may also require Supply Partner(s) to obtain other relevant insurances, for example, all contractors risk insurance as part of their Call-Off. The cover level will be set depending on the size of their contract. If required, the Member Organisation will advise at the point of Call-Off.

1.12 LEGISLATIVE REQUIREMENTS

Supply Partner(s) shall ensure compliance at all times with all statutory requirements both in respect of its on-site obligations and the fulfilment by the Member organisation of its obligations under the respective legislations and those obligations explicitly passed down to the Supply Partner(s) to fulfil. Any perceived lack of non-compliance with any legislation is to be brought to the Member organisation's attention for it to decide on the recommended course of action in order to mitigate the risk exposure.

Additionally, the following legislation, regulations and Health and Safety Executive (HSE) guidance, including any subsequent amendments or forthcoming regulations, should also be followed by Supply Partner(s) when applicable throughout the Framework Agreement period:

- TSA Quality Standards Framework (where applicable)
- Health and Social Care Act 2012
- Equality Act 2010
- Management of Health and Safety at Work Regulations 2006
- Construction Design and Management Regulations (CDM) 2015
- Care Act 2014 Electrical Installations, IET Wiring Regulations - 18th Edition

1.13 BRITISH STANDARDS

Any EN standards referenced throughout this specification may be replaced with BS standards following the UK's departure from the European Union.

All works should be carried out in accordance with British Standards' specification (as detailed within the price catalogue), and Codes of Practice or equivalent ISO, or EN Standard current at the time. The Supply Partner(s) should be aware of any revisions or updates to "British Standard" and ensure that all

staff Member Organisations are informed and trained accordingly. Each lot has a breakdown of the relevant standards to be adhered to.

All relevant British & European Standards, Codes of Practice and Technical Memoranda.

The Supply Partner(s) shall report to the Consortium and Member Organisations changes to Standards, Codes of Practice or Legislation that may affect any products and or associated equipment supplied via this Framework. The report shall contain a breakdown of costs for remedial work required to upgrade the installations for the Member Organisations consideration.

1.14 CDM REGULATIONS (2015)

The Member Organisation will take on the responsibility of Principal Designer for any new upgrades or design of systems (unless otherwise stated in Call-Off documents) until the signing of the Supply Agreement, at which point the Principal Designer role will be taken over by the Supply Partner.

The Principal Contractor role will be the Supply Partner (unless otherwise stated in Call-Off documents).

1.15 HSE GUIDANCE

All works must be carried out in accordance with Health and Safety Executive (HSE) guidance and Approved Codes of Practice (ACOPs).

1.16 NON-COMPLIANCE

Should any work being conducted or carried out by the Supply Partner(s) on behalf of the Member Organisation result in an HSE ruling of non-compliance and the issue of any improvement notices, prohibition notices or prosecution, the Member Organisation will order the immediate cessation of works on site (a prohibition notice enforces the immediate cessation of works in itself).

Upon cessation of works by the Supply Partner(s), the Member Organisation will immediately take the work from the Supply Partner(s) and arrange for completion of the work by another Supply Partner(s). The Supply Partner(s) will be liable for any costs or expenses endured by the Member Organisation associated with the cessation of works and selection of a new Supply Partner(s).

Throughout the lifetime of the Framework and any subsequent Call-Off, the Supply Partner(s) must disclose to the Consortium or Member Organisation, any rulings of non-compliance by the HSE, on any contract the Supply Partner(s) may have including details of any improvement notices, prohibition notices or prosecutions issued to the Supply Partner(s).

1.17 TRADE BODIES

Supply Partner(s) are encouraged to hold trade body memberships with organisations, where applicable to the work they will be undertaking. Examples of relevant trade bodies include:

- TEC Services Association C.I.C. (TSA)

This list is not exhaustive, and Supply Partner(s) will be required at any time throughout the Framework period to provide the Consortium or Member Organisation (upon request) with details of any trade body memberships the Supply Partner(s) may hold.

Member Organisations may stipulate at Call-Off their requirement for Supply Partners to hold a specific membership.

1.18 CERTIFICATION

At any time throughout the Framework period, the Supply Partner(s) must hold any legally required accreditation, including new requirements, in order to carry out the works and services covered by this Framework Agreement.

Supply Partner(s) will be required at any time throughout the Framework period to provide the Consortium or Member Organisations (upon request) with details of any accreditations the Supply Partner(s) may hold or are working towards.

Certification includes:

- Electrical works carried out by a suitably qualified/accredited engineers (i.e. NICEIC/NAPIT).
- Audited compliance to the TSA Quality Standards Framework and all future revisions, for the lots that they are applying for. Further information can be found at www.tecquality.org.uk

1.19 QUALIFICATION, TRAINING AND EXPERIENCE

Partner(s) (or their sub-contractors) operatives, personnel and employees who are competent to undertake the activity they are assigned to, e.g. surveying or installation.

Member Organisations may require service engineers to be at a minimum NVQ Level 3 (or equivalent) qualified and able to work on a variety of manufacturers equipment.

All operatives, personnel and employees of the Supply Partner(s) and/or sub-contractor must have all training relevant to the work and/or services they are

carrying out refreshed on a regular basis as and when required and updated on any regulatory changes as soon as possible.

Supply Partner(s) must provide the Member Organisation with whom they are contracted with and/or the Consortium, if required, with an up to date list of employees who are qualified along with copies of their qualifications if requested.

Supply Partner(s) must as a minimum provide adequate staff resources to ensure that contract/project management, technical advice and administrative support is available to meet the requirements of the Framework Agreement and the individual Supply Agreements. Member Organisations may wish to breakdown the contract management price elements of their agreements, however if this is not specified in their Call-Off, then the Supply Partner should account for this cost in their Framework Agreement prices.

1.20 SUB-CONTRACTING AND CONSORTIA ARRANGEMENTS

Supply Partner(s) are to provide full details of sub-contracting companies, partnerships, and/or consortia arrangements to be used in delivering contracts through this Framework Agreement.

Any additions or amendments to this list of companies must be agreed with the Consortium prior to any Call-Off from this Framework to ensure that the Framework Specification and original tender criteria are met. The following information will be required prior to Call-Off by a Member Organisation:

- Type of work proposed for the sub-contractor, partnership, and/or consortia arrangement to undertake.
- Relevant accreditations held by the sub-contractor, partnership, and/or consortia arrangement for the type of work to be carried out.
- List of operatives and their relevant qualifications, training and experience, DBS information etc. for the type of work to be carried out.

Supply Partner(s) take on all responsibility for the sub-contractor and the work they carry out and should ensure that they have vetted any sub-contractors prior to Call-Off or contract commencement with a Member Organisation. Vetting should include, but not be limited to, the following checks:

- Any necessary licences, accreditation and certification including, but not limited to, electrical works
- All required Membership of trade bodies, accreditation, training or qualifications
- All necessary Disclosure and Barring Service checks of sub-contractor employees and operatives

Supply Partner(s) will be held responsible for the actions and works of any sub-contractors they make use of on any contract during the period of the Framework and any subsequent Call-Offs.

1.21 LOCAL EMPLOYMENT INITIATIVES AND APPRENTICESHIPS

Local employment initiatives, training and apprenticeship schemes are encouraged by the Consortium and Member Organisations and the Supply Partner(s) should provide details on how they contribute to these schemes.

Member Organisations may require specific proposals from Supply Partner(s) on local employment initiatives and training and apprenticeship schemes for their locality at Call-Off stage.

Supply Partner(s) shall work with the Member Organisation's staff and tenants, residents or customers in order to provide education around the work that the Supply Partner(s) will be carrying out on behalf of the Member Organisation where applicable.

When the Supply Partner(s) propose to use an apprentice to carry out work, they must ensure that the apprentice is always supervised by fully trained and competent personnel. The cost of all supervised work is to be borne by the Supply Partner(s).

1.22 MOBILISATION

The Consortium considers the Supply Partner(s) approach to contract mobilisation as a crucial element in ensuring the success of the contract.

It may be possible to survey the site(s) during the Call-Off process if needed. This will be outlined within the Call-Off timescales and documents.

For servicing and repair Supply Agreements, Member Organisations will provide a detailed asset condition report for all assets to be covered under a Supply Agreement within their Call-Off documents.

Supply Partner(s) are expected to take an organised approach that covers:

- Gathering detailed information on the scope of the project i.e. asset register information
- Developing knowledge on the Member Organisation's customers, particularly for this Framework around vulnerable or at-risk customers
- Planning resources and, where necessary, acquiring additional resource (employees, equipment)
- Understanding key stakeholders and building key contact relationships
- Communicating effectively internally to the right departments i.e. finance, IT, technical support, and involving them where necessary
- Contingency planning
- TUPE arrangements, if applicable
- Management information requirements

- Set key dates such as Stock asset /audit/ condition reports.

Some Member Organisations will require dedicated personnel, with the autonomy to manage the mobilisation stage of the contract.

1.23 EXIT MANAGEMENT

The Consortium considers that the winding down of the contract to be equally as important as mobilisation to ensure the effective handover to any new Supply Partner(s).

At the request of the Member Organisation, the Supply Partner(s) must:

- Complete all Works by the End or Termination Date in accordance with this specification and any Member Organisations requirements detailed at Call-Off;
- Provide all warranty documentation and information and relevant drawings to the Member Organisation no later than 3 months after the End or Termination Date in a legible form and format required by the Member Organisation;
- Provide all Data in a format (as requested by the Member Organisation) to ensure a seamless transfer to a new supplier; and
- Provide all TUPE information (if applicable).
- Particular attention should be given to the TSA's Commissioning Good Practice Guide with regards to transferring services. Each party e.g. Member Organisation, Incumbent and the new delivery partner should ensure they are familiar with their responsibilities within the guide. Copies can be requested from TSA or NHC.

1.24 BUSINESS CONTINUITY

Supply Partner(s) must have in place detailed, robust, Business Continuity Plans to ensure continuity of service for all contracts via this Framework Agreement.

Member Organisations may request to see a Business Continuity Plan specific to their contract and where applicable, on-going throughout the term of a contract.

Supply Partner(s) Business Continuity plan must be ready to implement at any time. Supply Partner(s) shall test the Business Continuity Plan on a regular basis (and in any event not less than once in every 6-month period). The Member Organisation may require the Supply Partner(s) to conduct additional tests of the Business Continuity Plan where they consider it necessary, including where there has been any change to the services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan. The Member Organisation reserves the right to attend any Business Continuity Plan test undertaken by the Supply Partner(s).

In the event of a serious incident e.g. complete down of call monitoring centre

or scheme, the maximum down time or call out to fix the problem will be 4 hours. Supply Partners must ensure they communicate (as per section 1.33 of this Specification) any downtime or faults with Member Organisations within 30 minutes, so they are able to support their most vulnerable customers.

In the event of a minor incident e.g. partial call centre monitoring down or scheme, the maximum down time or call out to fix the problem will be 24 hours. Supply Partners must ensure they communicate any downtime or faults with Member Organisations within 2 hours, so they are able to support their most vulnerable customers.

1.25 INFORMATION TECHNOLOGY AND CYBER SECURITY

Supply Partner(s) shall either provide its own or make use of an IT management system that it utilises to record and manage all related project data on behalf of the Member Organisation.

This IT management system should be capable of interfacing into the Member Organisation's own IT management system so that real-time information is available to the Member Organisation (if requested). Where this is not possible, the Supply Partner(s) must be capable of providing the Member Organisation's contract information in an electronic format that can be uploaded or integrated into the Member Organisation's IT system. Supply Partner(s) will be responsible for ensuring all data received is in a suitable format without the requirement of the Member Organisation to transpose data for uploading into the Member Organisation's own IT system.

Member Organisation's requirements from the Supply Partner(s) IT system will vary from organisation to organisation and will be defined at Call-Off stage from the Framework. Supply Partner(s) shall be prepared to meet all IT related requirements for the Member Organisations from full interfacing, to web-portal access, to providing data in electronic documents, to data entry etc. as each Member Organisation's own IT systems will be at varying stages of development and sophistication.

In the event the property will need to be reinstated to its former condition, installation information is to be retained and made available upon request of the Member Organisation at any time.

Supply Partners must where appropriate e.g. digital products, software as a service or data sharing via call monitoring centres obtain, as a minimum, the Cyber Essentials Standard. This must have been awarded by a Crest approved authority.

1.26 PERSONAL IDENTIFICATION CARDS

All Supply Partner(s) employees must carry their ID card particularly when visiting and working at Member Organisation properties.

In addition, Supply Partner(s) must provide all their employees and sub-contractors that are to work on the contract with identification cards stating that they are bona-fide employees and/or sub-contractors of the said Supply Partner (s). The cards must have a photo of the employee, the Supply Partner(s) name and contact details.

Member Organisations may require a sample of the identification cards to be used for approval before the contract commences. The Member Organisation may dictate that no person will be allowed to undertake work on a contract without an identification card and random checks will be made on operatives' identification cards.

In addition, Member Organisations may have a requirement to have their own logo displayed on the Supply Partner(s) identification cards and/or vehicles. Where there is a requirement, this will be specified and priced at Call-Off.

1.27 DISCLOSURE AND BARRING AND LONE WORKING

Supply Partner(s) are responsible for having a system/process in place for the execution and administration of DBS (Disclosure & Barring Service) checks, previously CRB disclosure, of your personnel whom come into direct contact with end users. Supply Partner(s) must obtain all necessary checks from the DBS for their employees and operatives particularly where employees and operatives will be entering occupied properties including sheltered accommodation and communal areas.

Evidence of DBS checks must be provided to the Consortium and/or the Member Organisation upon request. Member Organisations may request enhanced DBS at Call-Off.

If Supply Partner(s) employ lone workers, it could be necessary to take extra precautions to ensure that lone workers are at no greater risk than their other employees. Member Organisations could require Supply Partner(s) to have a lone working policy or alternatively will have their own policy which successful Supply Partner(s) will be required to be aware of and work within as much as possible.

1.28 TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the collective Redundancies and Transfer of Undertaking (Protection of Employment) (Amendment) Regulations 2014 regulations could apply to contracts let under this Framework Agreement. If applicable the regulations must be followed to the extent that any transferring employee(s) shall always be

treated as if they had been employed by the Supply Partner(s) upon the terms and conditions as those which applied to their previous employment.

If TUPE applies consideration will need to be given in the mobilisation process with particular attention paid to exchanging accurate information at the relevant time.

Where the Supply Partner(s) receives any personal data (as defined by the Data Protection Act 1998 or Greater Data Protection Act as of 25 May 2018) from the Consortium or the Member Organisation, it shall ensure that it fully complies with the provisions of the Act and only deals with the data to fulfil its obligations under the Call-Off.

The Supply Partner(s) shall take all reasonable steps to ensure that all its partners, sub-contractors and agents comply with this clause where they are processing any personal data on behalf of the Member Organisation.

The Member Organisation shall allow the Supply Partner(s) reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the Act as a whole.

Supply Partner(s) will be required to maintain all relevant data throughout the contract in a robust manner. This data/information will be handed over to the Member Organisation at any time throughout the contract at their request, and especially at the end of the contract. Data should be provided in the format specified/requested by the Member Organisation and in a timely manner.

1.29 CONFIDENTIALITY

Particular note should be taken to instruct operatives not to involve themselves in discussion with occupiers, or others, of matters which may contravene reasonable requirements of confidentiality concerning the Employer's business or concerning other occupiers, other properties or other Supply Partner(s). Any enquiry from occupiers or others concerning the Employer's business should be diplomatically redirected to the appropriate staff.

1.30 DATA PROTECTION

Where the Supply Partner(s) receives any personal data as defined by the current data protection legislation (Data Protection Act 2018), and any subsequent legislation from the NHC or the Member Organisation, it shall ensure that it fully complies with the provisions of the Regulations and only deals with the data to fulfil its obligations under the Call-Off.

In fulfilment of its obligations under the Regulations, the Supply Partner(s) shall have such systems in place to ensure full compliance with the Regulations, and in particular compliance with the security of personal data.

The Supply Partner(s) shall take all reasonable steps to ensure that all its

partners, sub-contractors and agents comply with this clause where they are processing any personal data on behalf of the Member Organisation.

The Member Organisation shall allow the Supply Partner(s) reasonable access to such information as is necessary, to ensure that it is complying with the above provisions and the Regulations as a whole.

1.31 CONDUCT ON SITE

Supply Partner(s) must abide by the following code of conduct:

- All Member Organisation's staff, residents, patients, pupils and customers and their properties are to be treated with respect;
- Smoking is not permitted by Supply Partner(s) operatives or sub-contractors within Member Organisation properties or on-site at all times;
- Radios or other sound emitting devices must not be used within properties or on-site;
- Supply Partner(s) operatives or sub-contractors must not use the occupiers' electricity, gas, telephone or water unless they have been given permission;
- Supply Partner(s) must ensure that there is appropriate provision of welfare facilities for their staff and operatives throughout the duration of the works on site;
- Supply Partner(s) will advise the Member Organisation of any information considered important e.g. potential violence, unauthorised occupancy, illegal activity, infestation etc. or any other potential danger within any property;
- The Supply Partner(s) operatives or sub-contractors will pay special attention to elderly or infirm tenants and any other vulnerable persons Supply Partner(s) are always to work to standards of best practice in order to ensure a consistent and high standard of work is delivered to the Member Organisation;
- Supply Partner(s) must include and allow for regular, polite and multilingual communication with all occupiers of the Member Organisation; and
- Supply Partner(s) will immediately report any significant vandalism including racist, sexist, religious or any other derogatory graffiti to the Member Organisation.

Member Organisations may require Supply Partner(s) to sign up to their Code of Conduct; this will be identified at Call-Off.

1.32 CUSTOMER SERVICE STANDARDS

Supply Partner(s) must provide the highest levels of customer service to the Consortium, its Member Organisations and their staff, residents, patients, pupils and customers at all times. As such the TSA quality standards framework or

equivalent approved codes of practice should be followed for all areas of this Framework.

Supply Partner(s) should have in place an effective customer service strategy, policy and/or standards that outline the Supply Partner(s) approach to:

- Understanding and meeting all customers' needs and preferences;
- Understanding and meeting the specific needs of disadvantaged, vulnerable, elderly or infirm groups;
- Ensuring all customers, properties and premises are treated with due care and respect; and
- Minimising risk and exposure of customers while work is in progress.

The Supply Partner(s) must ensure that this customer service strategy, policy and/or standards are effectively disseminated throughout their organisation and continuously monitored, reviewed and updated.

This list is not exhaustive, and at Call-Off, Member Organisations may choose to add to this list, or use their own customer service standards that the Supply Partner(s) will also be required to meet.

1.33 COMMUNICATIONS

Supply Partner(s) shall provide and maintain a system that facilitates quick and responsive communications with all Member Organisations. Supply Partner(s) shall communicate and liaise regularly with Member Organisations, such liaison will include, but is not limited to; discussions over work schedules, delayed works, general performance, non-performance, variation works and monthly payment issues.

Supply Partner(s) will be supplied with a list of key telephone numbers, fax numbers and email addresses for the Member Organisation.

Supply Partner(s) shall provide the same to the Member Organisation which is to cover 24 hours a day, seven days a week and to include for emergency situations. It is imperative for the Member Organisation to be able to make contact with the Supply Partner(s) at all times, inclusive of out of hours.

The person within the Member Organisation to whom contact is made shall be provided and have access to the authority to directly instruct operatives of the Supply Partner(s) to carry out work and to give instructions relating to the priority of the work and to make decisions within an emergency situation.

Supply Partner(s) will appoint a main point of contact for the Member Organisation throughout the duration of their contract. They shall be available to answer urgent contact from the Member Organisation during normal working hours. This communication should be by mobile telephone, email, PDA and/or radio to facilitate instantaneous communications for instructions and reports.

Supply Partner(s) shall implement a system of communicating operational schedules of routine and non-routine works to Member Organisations. This system shall be capable of communicating both planned works and completed works and include details of performance in accordance with standards, outputs and performance measures outlined within this specification.

Information should be provided in a timely manner by the Supply Partner(s) to the Member Organisation and its staff and customers in order that they may cooperate with the Supply Partner(s), and any necessary control measures that the Supply Partner(s) may need to put in place during the works.

1.34 COMPLAINTS

Supply Partner(s) must have a robust complaints' handling procedure in place that they can make available to the Consortium or Member Organisation upon request complete with escalation procedures, set communication methods, acknowledgement process and response timescales. The Member Organisation may require the Supply Partner(s) to comply with or adopt their own complaints procedure at Call-Off.

Complaints received by the Supply Partner(s) from the public, customers, or other third parties in relation to the works or services being provided for and/or on behalf of the Member Organisation, shall be fed back to the Member Organisation via the specified review meetings.

A timescale on response to complaints should be implemented and the Member Organisation be notified immediately to avoid duplication of complaint and to enable case notes to be completed for future reference.

A suggestion would be that all complaints are responded to within 4 hours (verbal acknowledgement) and any recommendation for recourse within 24 hours to all parties; however, this will be determined at Call-Off.

1.35 MARKETING

The Supply Partner(s) will be expected to proactively market their services in the areas they are appointed to, for example, to ensure that Public Information Leaflets are made available which give a clear understanding of the nature of service, how the service works, and how to access the service.

1.36 EQUALITY AND DIVERSITY

Supply Partner(s), and any sub-contractors they may make use of, will be required to have developed policies on equality and diversity in relation to employment and service delivery.

Supply Partner(s) are expected not to discriminate because of age, disability, gender, sexuality, race, colour, ethnic origin or religion and must comply with all

statutory obligations.

Supply Partner(s), and any sub-contractors they may make use of, working for and on behalf of a Member Organisation will need to demonstrate their compliance with all current legislation relating to equalities, the Equality Act 2010, including any subsequent amendments or forthcoming regulations applicable throughout the Framework period.

The Consortium strongly encourages Supply Partner(s) to demonstrate a commitment to equality and diversity and will monitor and ensure Supply Partner(s) continue to meet the equality and diversity requirements through its contract management processes.

1.37 MODERN SLAVERY

The Modern Slavery Act came into force in 2015 and enforces protection against slavery and trafficking in the UK. It requires business over a certain size threshold (currently £36 million) to disclose each year what action they have taken to ensure there is no modern slavery in their business or supply chains.

Following its introduction, the Consortium have undertaken a review of the requirements and fully supports the principles of the act, we are therefore committed to ensuring the Supply Partners on our frameworks are fully compliant.

During the life of the Framework, the Consortium will require you to provide a statement on how you are complying with the act. Once the statements have been reviewed by our team, should a Member Organisation request to see a copy of this we are required to share this with them.

1.38 HEALTH & SAFETY POLICY

Supply Partner(s) should have in place robust health and safety policies, in line with legislative, regulatory and industry standards, to account for the products, works and services they will be providing throughout the Framework, paying particular attention to the health risks associated with work carried out in Member Organisation properties.

Supply Partner(s) must provide their health and safety policy to the Consortium when required and be willing to show evidence of how this policy is applied to their business and demonstrate how staff are appropriately trained to ensure the policy is always put into practice. Supply Partner(s) must also be able to demonstrate their compliance with, or willingness to adopt, the Member Organisation's health and safety policies at Call-Off from the Framework.

1.39 ENVIRONMENTAL POLICY

Supply Partner(s), and any sub-contractors they make use of, will be required to

observe good environmental practices and have developed an environmental policy in relation to the products, works and services they deliver. Supply Partner(s) are encouraged to consider sustainable consumption, climate change and energy, natural resource protection, waste and pollution reduction, environmental enhancement and sustainable communities.

Supply Partner(s) must provide their environmental policy to both the Consortium and Member Organisations, as and when required, and be willing to show evidence of how this policy is applied to their business and demonstrate objectives to continuously improve environmental performance in its operations.

Supply Partner(s) are expected to demonstrate compliance with any relevant statutes, codes of practice, industry guidance and environmental policies of Member Organisations, as well as an up to date working knowledge of the best environmental management practice.

Supply Partner(s) shall give particular consideration, where possible, to:

- The use of products that originate from sustainable and legal resources, in accordance with relevant legislation and guidelines
- The use of non-ozone depleting products and materials
- The use of energy efficient appliances
- The use of recycled products and materials
- Recycling of waste
- Avoid purchasing or using products that contain CFCs, HCFCs, methane, and other toxic substances
- Minimising noise and air pollution
- Avoiding contamination of land and water
- Protection of Trees
- Recycling of batteries

1.40 ORDERING

Supply Partner(s) shall provide facilities for the receiving of orders for works directly from the Member Organisation by telephone, email, in writing, or through an IT link or website portal, once the contract is in operation.

In answer to the request from the Member Organisation for Supply Partner(s) to carry out work, it is the Supply Partner(s) responsibility to liaise with the Member Organisation and obtain all information necessary to enable the works to be carried out at the appointed time and within the allocated timescales.

1.41 INVOICING

Member Organisations will be invoiced by the Supply Partner(s) directly in accordance with the details that they have provided for the works or services that they have confirmed receipt of.

A schedule of completed and confirmed work will also need to be provided to

the Consortium when requested in order that the Consortium can raise an invoice to the Supply Partner(s) for commission due.

1.42 PERFORMANCE MANAGEMENT

Supply Partner(s) are expected to have in place appropriate performance management systems throughout the Framework period, in order to ensure all goals' set, including company-wide, Framework and Call-Off Contract goals, are consistently met in an effective and efficient manner.

In order to achieve a high level of performance throughout the Framework period, Supply Partner(s) are expected to:

- Have in place an effective performance management plan, strategy and/or systems;
- Continually monitor, review and update their performance management plan, strategy and/or systems;
- Introduce an effective performance management plan for each Member Organisation's specific Call-Off contract; and
- Promptly identify any poor performance and put in place the necessary control measures in order to improve performance.

1.43 PERFORMANCE MONITORING

Member Organisations will monitor the specific contract to ensure the organisation is receiving a high quality and consistent level of service as required by the contract. Monitoring may include, but is not be limited to:

- Routine and random inspections and checks of all work carried out;
- Inspection of vehicles, plant and equipment;
- Inspection of compliance with livery, uniform and staff ID requirements;
- Inspection of operations including all aspects of health and safety;
- Inspection of documented records, including proposed work routes, works and schedules, completed worksheets, daily worksheets and other relevant documentation kept and maintained by the Supply Partner(s) and/or any appointed sub-contractors;
- Evaluation of work performance record sheets and other documentation kept and maintained by the Supply Partner(s);
- Performance monitoring; and
- Evaluation of any complaints received.

Information must be provided to the Consortium and Member Organisations when requested without any undue delay.

Throughout the life of the Framework, the Supply Partner(s) shall have in place sufficient monitoring, quality assurance, and environmental management systems to ensure attainment of the service objectives and contract standards.

The Supply Partner(s) shall provide the Consortium and Member Organisation with the results of such monitoring when requested.

1.44 KPIS

Supply Partner(s), with contribution from the Member Organisation, shall continually monitor performance of the works against the Key Performance Indicators (KPIs), to ensure performance to required target levels with provision for continued improvement. The Consortium will request KPI information from Supply Partners as and when required.

Supply Partner(s) shall maintain and keep detailed documentation to validate the KPI criteria and provide detailed method statements as to how they are to be achieved.

In addition to the KPI's listed within the TSA Quality Standards Framework, the individual KPI's for each Lot are detailed throughout this specification. NHC will monitor the individual Lot KPI's only.

Member Organisations' may also detail specific KPI requirements at Call-Off from the Framework.

1.45 QUALITY MANAGEMENT

Supply Partner(s) must ensure that all the services and or products and associated equipment supplied by them are compliant to British Standards.

Supply Partner(s) shall have in place an effective quality management system relating to the work they are carrying out, i.e. quality assurance and quality control systems, to ensure the highest standards for the Member Organisation.

Supply Partner(s) must provide evidence of their internal quality management systems to the Consortium and/or Member Organisation upon request.

1.46 QUALITY CHECKS AND AUDITING

The Supply Partner(s) has in place a system for assuring that the quality of the service that it provides is based upon the principles of best value and continuous improvement, self-assessment, ensuring that day-to-day responsibility for the quality of the service is managed primarily by the Supply Partner(s), but with review and monitoring carried out in conjunction with the Member Organisation.

The Supply Partner(s) should note that the TEC quality commission may be contacted for further investigation should they breach any of the TSA Quality Standards Framework.

Any serious breach of the Supply Agreement conditions or poor-quality

workmanship must be reported immediately.

Should the independent auditor (e.g. TEC quality commission) identify any work he feels has been left in an 'AT RISK' or 'IMMEDIATELY DANGEROUS' situation by the Supply Partner(s), then you are expected to attend site within a time frame specified by the Member Organisation to rectify the work.

1.47 DIVERSE USER GROUPS

Supply Partner(s) will be expected to be experts at providing Products, Works and Services to a wide range of users when delivering services via this Framework Agreement such as:

- Blind and partially sighted people
- Deaf and hard of hearing
- Children and young people
- Learning disabilities
- Long term condition management
- Mental health conditions including dementia
- People with communication difficulties
- Physical disabilities
- End of life/palliative care

1.48 AVOIDANCE OF DOUBT

Unless otherwise stated in the individual Supply Agreement, this specification is the minimum requirements Supply Partners are expected to work to. For the avoidance of any doubt the final agreement and detail for any supplied specification/undertaking/materials will be that provided and agreed between any Supply Partner and any Member organisation at Call-Off. If direct award is undertaken Supply Partners will be required to provide products and services as per relevant sections of this specification.

2.0 SPECIFIC FRAMEWORK REQUIREMENTS – SERVICES

All Supply Partner(s) appointed to the Framework (ALL LOTS) are expected to observe the requirements within their business relationships and comply with current legislation and HSE guidance where applicable and as appropriate to the situation throughout the Framework in accordance.

All Consortium Supply Partner(s) must be ethical in their business arrangements so as to help protect individuals or groups of people and keep them safe from harm and exploitation.

Supply Partner(s) must also follow legislation, guidelines and best practice on manufacturing processes, transportation and waste management to conserve the world's natural resources and manage the sustainability of the environment.

Supply Partner(s) must always be vigilant, thorough and rigorous to ensure they respond to exploitative and negative practices to remove them from their business arrangements.

2.1 RISK ASSESSMENT AND METHOD STATEMENTS

Supply Partner(s) must conduct thorough risk assessments for all main tasks, jobs and processes carried out throughout their organisation, and have produced appropriate method statements for all jobs or tasks that are deemed to contain some measure of health and safety risk.

Risk assessments and method statements must be carried out by Supply Partners to satisfy the requirements of any relevant legislation, and above all to ensure the health and safety of all Supply Partners employees and engineers at all times.

Supply Partner(s) may be required to provide evidence and relevant documentation to the Consortium for risk assessments and method statements relating to the work the Supply Partner(s) is undertaking via the Framework Agreement, at any time throughout the Framework period.

Additionally, Supply Partner(s) may be required at Call-Off Stage, to provide evidence and relevant documentation to the Member Organisations for risk assessments and method statements relating to the work the Supply Partner(s) will be required to undertake on behalf of the Member Organisation.

2.2 PROGRAMME OF WORKS

Supply Partner(s) will work in conjunction with the Member Organisation to produce a programme of work based on the Member Organisations requirements at Call-Off. The programme of work will be an individual or site-specific programme designed in partnership between the Supply Partner(s) and the Member Organisation to determine a programme of work that suits the Member Organisation's needs.

Member Organisations will make available to Supply Partner(s) all details relevant to their Call-Off Contract requirements that they hold, including asset, site, geographical, survey and property information etc. in order to allow the

Supply Partner(s) to plan and produce a programme of work. Where the Member Organisation's information is not complete, the Supply Partner(s) will be expected to work with the Member Organisation in order to develop this information and incorporate it into any future programmes of work throughout the Framework Agreement and/or Call-Off.

Member Organisations may wish for a Supply Partner who is able to carry out Project Management and the full administration process on their behalf (including drawings, site specifications and planning permission, site set up etc.). Member Organisations will specify their requirement at Framework Call-Off.

2.3 HOURS OF WORK

Normal office working hours will be between the hours of 8.00am and 5.00pm Monday to Friday. Supply Partner(s) are to note that this may vary by Member Organisation during individual Call-Off.

Out of hours will be between the hours of 5.00pm and 8.00am Monday to Friday and all-day Saturday and Sunday and Bank Holidays. Except for managing emergency situations and call outs which will be stipulated at each Call-Off, Sunday working will only be allowed in exceptional circumstances and with prior written permission from the Member Organisation.

NHS Member Organisations may require Supply Partner(s) to make available products and service during weekends and holiday periods to support with their initiatives to "free up" hospital beds.

Where differing holiday arrangements exist between Supply Partner(s) and the Member Organisation, it shall be the normal office hours of the Member Organisation which shall prevail unless otherwise specified. Supply Partner(s) will not be allowed additional out of office hours charges that vary from those agreed through the Framework pricing. Supply Partner(s) shall maintain a full service and complement of operatives during and out of normal office hours for the Member Organisation, including Bank Holidays.

Supply Partner(s) should be aware that from time to time these opening hours may change to accommodate local management issues such as staff shortage, training and holiday arrangements.

2.4 FOLLOW UP WORK

Any follow up work identified by the Supply Partner(s) employees which does not form part of the Member Organisations Call-Off for this Framework or contract, must be verified by the Member Organisation as actually being required. This verification must be done by whatever means possible to satisfy the Member Organisation that the follow up work is required.

Should it become apparent, after the Supply Partner(s) supervisor or management team verify works are required, the Member Organisation should be informed that follow up work is required. If in fact no such requirement exists for whatever reason, then the full inclusive costs associated with such follow up work will be deducted from any payments due to the Supply Partner(s).

2.5 WORKS GUARANTEES

All work carried out by Supply Partner(s) under this Framework must be guaranteed (from the date of installation and acceptance), for a period of 12 months. Member Organisations may require extended warranties which will be outlined at the Call-Off stage. The Terms of the Warranty shall apply.

Guarantees must include, but not be limited to the following:

- The Supply Partner(s) must respond to a request from the contracted Member Organisation in a timely manner to ensure the issues are resolved without delay;
- The Supply Partner(s) must cover all costs associated with the resolution including repair or replacement products, and associated equipment and labour;
- The Supply Partner(s) must cover all costs associated with damage caused to the property or items within the property as a direct result of the failure of the works such as leaked seal causing damage to other parts of the property;
- The Supply Partner(s) must not leave the environment in an unusable condition whilst waiting for repair/replacement parts and associated equipment; and
- A 12-month guarantee associated with the resolution works will commence on the completion date and acceptance of the works.

2.6 FAILURE TO COMPLETE AND UNSATISFACTORY WORK

If the Supply Partner(s) fail to complete the work within timescales agreed at Call-Off or any part thereof, or to remove or make good any defective or unsatisfactory work, when ordered to do so, the Member Organisation may take the work from the Supply Partner(s) and arrange for completion of the work by others any make good the work complained of, and to charge the Supply Partner(s) with any additional costs incurred. The Member Organisation may also retain any monies due to the Supply Partner(s) at any time the amount of such costs.

At contract stage, the Member Organisation may appoint an independent auditor to carry out a re-inspection as appropriate of any work carried out by the Supply Partner(s) in order to identify any quality issues, completion issues or unsatisfactory work.

2.7 ACCESS

Following appropriate consultation with the Member Organisation to establish the programme of works or services, Supply Partner(s) are to make all access arrangements in agreement with the Member Organisation.

The Supply Partner(s) will work in conjunction with the Member Organisation to make the necessary access arrangements. Where required, the Supply Partner(s) may be required to contact the Member Organisation by the following ways:

- Written notification prior to any visit; and
- Email notification prior to any visit.

All access procedures will differ for individual Member Organisation's and will be agreed as part of the Call-Off and the contract start-up procedure.

Following the agreed procedure above, if an engineer is unable to gain access to a property, the Member Organisation will not be responsible for costs incurred by the Supply Partner(s) or their sub-contractor. The Supply Partner(s) must allow for, and inform the Member Organisation in the event of, three failed attempts to gain access to a property.

Access to Schools and NHS Premises

The Supply Partner(s) shall ensure that all potential staff or persons performing any of the services may reasonably be expected in the course of performing any of the Services under this contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services. The Supply Partner(s) shall ensure that staff:

- Are questioned concerning their Convictions; and
- Obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Supply Partner engages the potential staff or persons in the provision of the Services.
- The Supply Partner shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supply Partners cost and expense.
- The Supply Partner shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority's prior written consent if:
 - The person has disclosed any Convictions upon being questioned about their Convictions.
 - The person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body).
 - The person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supply Partner.
- In addition to the requirements above where access is required to undertake any services that are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supply Partner:
 - Warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006
 - Warrants that, at all times, it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006

- Shall ensure that no person is employed or otherwise engaged in the provision of the services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person

The Supply Partner shall ensure that the Member Organisation is kept advised at all times of any member of staff who, subsequent to their commencement of employment as a member of staff receives a conviction or whose previous convictions become known to the Supply Partner(s) or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person if the contract specification is related to premises occupying these types of persons.

The Supply Partner(s) shall only be entitled to continue to engage or employ such member of staff with the Member Organisations written consent and with such safeguards being put in place as the Member Organisation may reasonably request. Should the Member Organisation withhold consent and prevent access to any premises, the Supply Partner(s) shall remove such member of staff from the provision of the services forthwith.

The Supply Partner shall immediately provide to the Member Organisation any information that the Member Organisation reasonably requests to enable the Member Organisation to satisfy itself that the obligations set out in this section has been met before access is granted.

The Member Organisation may at any time request that the Supply Partner removes and replaces any member of Staff from the provision of the Services; provided always that the Member Organisation will act reasonably in making such a request. Prior to making any such request the Member Organisation shall raise with the Supply Partner the Member Organisations concerns regarding the member of staff in question with the aim of seeking a mutually agreeable resolution. The Member Organisation shall be under no obligation to have such prior discussion should they have concerns regarding patient or service user safety.

2.8 PREVENT TRESPASS

Supply Partner(s) employees must not trespass upon properties adjoining those in respect of where the work is carried out. Prior permission must be obtained by the Supply Partner(s), only if the execution of the work requires that the operative must enter upon an adjoining property.

Supply Partner(s) must indemnify the Member Organisation against any claim or action for damages on account of any trespass or other misconduct of its employees. Employees will only be allowed into such parts of the site and buildings as may be necessary to execute the works.

2.9 PROTECTION OF PERSONNEL, OCCUPANTS AND THE PROPERTY

Throughout the execution of any works, Supply Partner(s) must include for the protection of the property's fixtures and fittings. In the case of occupied dwellings, Supply Partner(s) must protect the occupier's belongings from damage, either by appropriate covering with sheeting or removal of such belongings from the working area where possible.

Supply Partner(s) must issue Personal Protective Equipment (PPE) and Respiratory Protective Equipment (RPE), and it must be used correctly, by those who require it, at all times throughout the required period.

Supply Partner(s) must take particular care of gardens, trees, shrubs, paths, kerbs and verges etc. and shall make good and reinstate any damage or disturbance caused by the works, without cost to the Member Organisation.

Supply Partner(s) must take all appropriate measures as per the relevant legislation and guidance to ensure the protection of its operatives, the occupants or the property.

Important Note: Member Organisations must provide the Supply Partner(s) with information in advance of the commencement of works or services, on any potentially violent persons (PVPs) or other relevant information about the property or tenant/occupant (e.g. that personnel and operatives should not attend alone etc.), and the Supply Partner(s) shall take this information into account when planning works. This will be determined at Call-Off.

2.10 PLANT, TOOLS AND VEHICLES

Supply Partner(s) are responsible for providing all the plant, tools, equipment and vehicles necessary to complete the works and ensure that these are all kept and maintained in good working order with in date testing and certification which must be available for audit. This includes, but is not limited to, insurance, MOT, calibration certificates, Portable Appliance Testing.

Plant, equipment and tools should be appropriately stored at the end of each working day in designated lock-up areas or at the Supply Partner(s) base of operations. Where lock-up facilities are required on-site, these must be agreed prior to commencement of works with the Member Organisation. Member Organisations are not responsible for the security and safety of the Supply Partner(s) vehicles, tools and equipment.

2.11 NEAR MISSES

Supply Partner(s) must keep accurate and up to date records of "near misses" which are defined for the purposes of this framework a near miss is as it is described in HSG 245.

Member Organisations may add to this at Call-Off and throughout the duration of any contract they enter into with the Supply Partner(s).

Recording of “near misses” will be used by the Supply Partner(s) and Member Organisations to identify any weaknesses in operational procedures as deviations from normal good practice that while they may only happen infrequently, could have potentially high consequences. The recording of “near misses” by the Supply Partner(s) will be reviewed by the Supply Partner(s) and the Member Organisation over time and where any patterns are revealed, lessons can be learned and a review of “near miss” information can reveal changes to ways of operating.

2.12 HAZARDOUS MATERIALS

Supply Partner(s) must comply with the Member Organisations policies with regard to the use of certain chemicals, materials and hazardous substances which may be inspected upon application to the Member Organisation. They will be expected to carry out all works according to these policies, current legislation and Codes of Practice with regards to the Safe Use of Chemicals and Hazardous Substances. The Control of Substances Hazardous to Health Regulations 2002 and the Health and Safety at Work Act 1974 must apply at all times.

2.13 ASBESTOS

Supply Partners should allow for complying with the Asbestos (Licensing) Regulations 1983, the Control of Asbestos Regulations 2012 and HSG264 Health & Safety Executive Asbestos Guidance. If existing materials containing or suspected of containing asbestos are discovered during the execution of the works, the Supply Partner shall suspend all activities that may disturb the asbestos or asbestos dust that may have already been released and shall immediately inform the Member Organisation of the discovery.

2.14 DISPOSAL OF WASTE

Supply Partner(s) on completion of any operation or at the end of each working day, whichever is the sooner, must remove from site all waste materials.

They must also include for all surplus materials and debris arising out of the works to be removed from the site or dwelling and the area of the work shall be left in a clean and tidy condition. Rubbish or materials are not to be placed or stored upon these areas.

All waste materials shall be taken only to authorised disposal, treatment and whenever possible, recycling facilities, at the expense of the Supply Partner(s).

Supply Partner(s) must make every effort to recycle materials where possible to avoid land fill.

3.0 SPECIFIC FRAMEWORK REQUIREMENTS – PRODUCTS

Important Note: The items in this section predominantly relate to LOTS 1, 2, and 5 covering the manufacture and/or supply of specialist products to Member Organisations via the Framework.

3.1 PRODUCT ACCREDITATIONS, REGULATIONS AND STANDARDS

Supply Partner(s) must ensure that all of the products and associated equipment supplied by them are compliant to British Standards and particularly with the relevant regulations/standards/approved codes of practice/legislation/protocols that are relevant to the equipment they are proposing and must provide evidence of this. Member Organisations will request this information directly from the Supply Partner(s). The Consortium may check that standards are compliant throughout the Framework.

Supply Partner(s) must provide open protocol equipment under this framework.

3.2 PRODUCT SUPPLY CHAIN AND SUSTAINABILITY

Supply Partner(s) are permitted to offer products/components that are manufactured by a third party. Supply Partner(s) must have in place, as a minimum, product manufacturing arrangements/supply chains and ensure the following elements are managed responsibly and sustainably:

- Selection and management of supply chain – e.g. checking of supply chain product range, product quality and supply chain viability etc.
- Product compliance to relevant legislation e.g. electrical wiring regulations etc.
- Ethical and sustainability policies – e.g. compliance with Modern Slavery Act and environmental legislation etc.
- Assessment and continuous audit of supply chain partners – e.g. process for inspection of supply chain etc.
- Change of supply chain partners e.g. poor performance etc.
- Problem escalation and resolution – e.g. delay in supply chain delivery etc.

Supply Partner(s) must demonstrate to Member Organisations and the Consortium the sustainability of their products beyond the life of this Framework Agreement. If product upgrades are anticipated these need to be clearly set-out to the Member Organisation including how this will be managed.

Supply Partner(s) must be able to demonstrate to the Member Organisation upon ordering that the products can be maintained (via open protocol), and spare parts obtained for the full term of the Framework Agreement.

3.3 PRODUCT ALERTS AND UPDATES

Supply Partner(s) must have in place procedures for managing products alert and update information, which must include scheduling minor checks, modifications, inspections to recall or emergency changes to the products.

3.4 PRODUCT DELIVERY

For products that require delivery to the Member Organisation, Supply Partner(s) should aim to commit to leadtimes that do not exceed 7 days from formal Purchase Order (14 days for bespoke made to order products or as agreed with the individual member organisation), therefore Framework prices must include a **maximum 7 day delivery turnaround and 14 days for bespoke made to order products (or as agreed with the individual member organisation).**

Where delivery will be delayed the Supply Partner(s) must communicate this immediately to the Member Organisation with a new expected date of delivery. Member Organisations may determine alternative delivery times at Call-Off.

3.5 PRODUCT INSTALLATION

Installation timescales will be dependent upon the type of premises and structure; however, all products should be installed in a timely manner and in line with all relevant standards/legislation to ensure Member Organisations meet the relevant legal requirements.

For the purposes of direct award Supply Partners must undertake installations as set out in Lot 2.

All products must be scaled and fitted in a way to ensure they meet the purpose in which they are intended to be used.

3.6 PRODUCT WARRANTY (EXTENDED)

All products must be provided with a minimum warranty period of 12 months and this must be included in the Framework price.

Extended warranties may be required by Member Organisations (these will be identified at Call-Off) and priced accordingly by Supply Partner(s).

For the purposes of direct award Supply Partners must include the Fully Inclusive Service Levels set out in Lot 2 as part of the extended warranty period.

The Supply Partner(s) must respond to a request from the contracted Member Organisation in a timely manner to ensure the issues are resolved without delay.

The Supply Partner(s) must cover all costs associated with replacement products and associated costs to install replacements products.

The Supply Partner(s) must cover all costs associated with damage caused to the property or items within the property as a direct result of the failure of the product such as leaked seal causing damage to other parts of the property.

The Supply Partner(s) must provide replacement products so as not to leave the environment in an unusable condition whilst waiting for repair/replacement parts and associated equipment.

A 12-month warranty associated with the resolution works will commence on the completion date and acceptance of the works.

The Supply Partner(s) must ensure that they maintain appropriate supplies of spare parts.

In the event that the Supply Partner(s) cannot supply appropriate equipment, the Member Organisation reserves the right to source alternative equipment via other suppliers and can claim back the cost of this from the Supply Partner.

3.7 PRODUCT RECYCLING

Supply Partner(s) should demonstrate and promote recycling initiatives for products that are no longer required by the Member Organisation and are removed from the property.

Recycling initiatives not only assist Member Organisations with potential financial savings and the avoidance of asset write off but also demonstrate a commitment to the environment and waste management. Recycling of old equipment should be provided free of charge.

Variants

Where certain products become obsolete or discontinued, replacement products must not be supplied until accepted/confirmed by the member. Member should be informed of alternatives and given chance to test for suitability.

Packaging

Packaging for products must, where possible be environmentally friendly and if requested by Member Organisations include a label providing a manufacture date and end of life date to allow members to control stock and manage assets.

4.0 LOT 1 – PRODUCT CATALOGUE

In addition to the requirements set out in **Section 3 Specific Framework Requirements - Products**, the following requirements also apply to this LOT.

4.1 PRODUCT CATALOGUE AND ORDERING

Supply Partner(s) must provide the NHC with a catalogue of products available to Member Organisations. The catalogue must be available in various media forms and include the following elements. The catalogue will enable customers to access the catalogue and order single items and baskets of goods. Supply Partner (s) must ensure orders received are processed promptly and the catalogue must be updated and issued/released upon the frequency determined by the NHC. Supply Partner(s) must have a development roadmap of the product catalogue.

Member Organisations will be able to Call-Off Products directly which meet their requirements or alternatively carry out a Further Competition between all Supply Partners capable of meeting these requirements.

Supply Partner(s) must provide the NHC with flexible options for Customer Ordering. The NHC will provide all Member Organisations requiring products from the catalogue with an Order Form template to use when placing order with Supply Partner(s). This is to ensure agreed Prices are consistently applied.

Member Organisations are permitted to order directly with Supply Partner(s) but must quote NHC on all Order Forms.

Orders should be **acknowledged by Supply Partner(s) within 24 hours of receipt** and will be received electronically.

Purchase order numbers, if provided by the Member Organisation, should be quoted on all delivery notes along with any serial numbers for the equipment.

Please note: Member Organisations may opt to lease or purchase the equipment outright.

Product Website

The Consortium may develop a website within the life of the framework to allow Member Organisations to directly purchase the products featured on the product catalogue. Supply Partners must be able to provide the following:

- Product Name - Text
- Product Description - Text - Max 200 words
- Product Number
- Lead image - .png / .jpg - Square Format - min 1000pxx1000px
- Extra gallery images - .png / .jpg - Square Format - min 1000pxx1000px
- Product Variations (Sizes, models etc)

- **Company / manufacturer logo - .png / .jpg - Square Format - min 1000pxx1000px**

4.2 PRODUCT INNOVATION

The marketplace is changing rapidly with new technology and new innovative products being released regularly. To ensure that the Framework Agreement remains fit for purpose and to allow for new products to be included in the Framework Agreement, The Supply Partner(s) may, during the Term, propose any potential New Product to the NHC for inclusion as a product on the Framework Agreement.

The Supply Partner(s) must set out in writing how the proposed New Product complies with the requirements of the Framework. Providing the new product complies, it will be accepted and added as a product under this Framework Agreement. Failure to evidence that a proposed New Product meets these requirements will result in the proposed New Product being rejected.

The NHC process for adding new products to the catalogue will be as follows:

1. The NHC must receive requests for new products to be reviewed from Supply Partner(s) by the 31st May and 30th November each year (reviews will only be undertaken every 6 months in line with the dates set out here).
2. The NHC will review the requests received by the deadline within the month and confirm in writing by the end of each month (30th June and 31st December).
3. The review will be undertaken by the NHC's Procurement Manager in line with the above instructions and the Framework Specification.

The updated catalogues and prices will be made available to all member organisations, including those already in a Supply Agreement arrangement with the Supply Partner(s) to ensure they are provided with the most up to date products, accurate pricing and that ceiling prices are not exceeded.

Updates to the product website will be in line with the above process if implemented.

4.3 PRODUCT REQUIREMENTS

Any Supply Partner who is to manufacture and/or supply any product must ensure that this product meets all approved codes of practice and legislative requirements and is open protocol.

The products must be scaled and fitted in a way that it meets the purpose in which it is intended to be used.

4.4 DIGITAL SWITCHOVER REQUIREMENTS

At the time of writing, telecom providers e.g. BT, Virgin, Sky etc. are providing test areas for Supply Partners to assess whether their equipment will be functional following the analogue to digital switchover scheduled for 2025.

Therefore, it is not possible to fully scope the equipment requirements under this framework however the below minimum requirements must be met:

- Any and all SIM cards used in equipment should not be on a pay as you go tariff.
- Must be secure and comply with current and future cyber security legislation.
- Compliant with PD CLC/TS 50134-9:2018 and IEC 62851-5:2014.
- Comply with all Data Protection Act 2018.
- Have been fully tested in the telecom providers test area and are suitable for longer term use.
- Be willing to allow Member Organisations to undertake market testing either via site visits or demonstrations of products.

Systems can be dispersed or hardwired and installed in extra care, sheltered or individual properties etc. under the framework.

4.5 PRODUCT TYPES

As a minimum Supply Partners must be able to provide telecare, telehealth and digital health equipment that complies with the following;

- European Technical Specification for Social Alarms - BS EN 50134-7:2017
- Data Protection Act 2018
- BS 7666 (Addresses)
- BS 8766 (Names and identifiers of individuals and groups)
- BS 8521 (interoperability for the delivery of telecare products)

4.5.1 TELECARE

Supply Partners must be able to provide equipment such as:

- **Base unit (dispersed or hard wired)** – that can be connected to a telephone wire or ethernet cable for digital solutions and receive signals from personal sensors and from other sensors positioned around the home. Must have communication functionality built into them e.g. microphone.
- **Personal alarms** – that is supplied as either a pendant, wrist strap, pull cord etc. that can be connected to a base unit.
- **Activity monitors or sensors** – that can detect movement in the home e.g. Bed or chair occupancy sensor, occupancy sensor, epilepsy sensor,

incontinence sensors, temperature extreme detector, property exit sensor and flood detectors etc.

- **Bogus caller buttons** – that can be programmed to make no sound so that when the button is pressed the operator can listen to a situation and intervene when necessary.
- **Fire or smoke alarms** – should be capable of sounding an alarm in the home when they detect smoke. They should also be capable of linking to a monitoring centre.
- **Carbon monoxide monitors** – that can detect carbon monoxide from gas, oil, coal and solid fuel fires, boilers and water heaters etc. The detectors should provide an immediate alarm when they sense dangerous levels of carbon monoxide inside the home and be capable of linking to a monitoring centre.
- **Fall detectors** – that can either be worn on a cord around the neck or around the wrist and can sense a serious fall and raise an alarm at a monitoring centre.
- **Gas shut off valves** – that can physically cut the gas supply when triggered by a gas detector sensor connected to a telecare control box. This should only be fitted by a qualified and competent engineer (GasSafe registered).
- **Medication management system** – that is capable of pre-programming prompts to help the end user take medication at set intervals.

This list is not exhaustive, and Supply Partners are able to provide any products that meet BS/EU standards, are quality checked and compliant with the Product Catalogue.

4.5.2 TELEHEALTH

Supply Partners must be able to provide equipment such as:

- **Telehealth electronic sensors etc.** – that can monitor vital health signs remotely.
- **Blood pressure monitor** – that can measure a user's blood pressure and heart rate without the need for a nurse or a visit to a GP.
- **Pulse oximeter** – that provides immediate and reliable readings of oxygen saturation levels.
- **Glucose meter** – that allows a clinician to identify trends and track historical readings to ensure the patient's blood glucose is within their ideal range.
- **Body weight scales** – that can take daily weight measurements which are automatically updated and monitored by a clinician.

This list is not exhaustive, and Supply Partners are able to provide any products that meet BS/EU standards, are quality checked and compliant with the Product Catalogue.

4.5.3 CALL CENTRE MONITORING

Supply Partners must be able to provide a system that:

- **Call handling**
 - All incoming alarm calls must be answered by the system immediately and played a reassurance message while awaiting an operator to accept the call
 - Ability to answer any call with a single action (mouse click, key)
 - All operators must have the facility to;
 - Release a call to all operators
 - Release a call to specific operator
 - Place a call on hold
 - Close a call but still be able to navigate the client record

The system must have the facility for another operator or a supervisor to take over the call.

- **Call history** - The system must have the functionality to run a report/view a log of all calls taken with the ability to filter/search by ID, name, operator, telephone number, address etc.
- **Operator workflow**
 - The system should include a help facility to allow operators to use the system to its full capacity. For example, call handling buttons must display a tip/hint to describe their functions.
 - Upon receipt of a call the system must allow a greeting message to be displayed to the operator, informing the operator how to answer the call – this will be specific to the individual Member Organisation.
- **Voice recording**
 - The system must have an audio voice recording facility which allows all calls between operators and service users to be recorded.
 - The system must allow different levels of access to listen to the voice recordings between callers and supervisors.
 - Member organisation's can request copies of these voice recordings at any time and these should be available electronically.
- **Test calls**
 - An auto test facility must be included on the system to enable automated outbound calls to be made to schemes daily to check that the telephone line is operating effectively.
 - If an automatic scheduled test call from a dispersed alarm unit is not received the system must alert the operators within 4 hours.

These timescales may change at the Further Competition stage.

- **Remote working**
 - Member organisation's may require access to the system from staff not based centrally in the control centre.
 - The system must have the option to allow staff to handle calls from any workstation connected to the internet and any telephone.

- **Lone worker monitoring**
 - The system must provide a lone worker solution for staff to call into with a telephone or via SMS.
 - The specific requirements of the system will differ between Member organisations and this will be outlined at the Further Competition stage.

- **Software as a service / on premise solutions**
 - If the member is calling off via a Further Competition SAAS or on premise will be specified. Members may ask for submissions to both solutions and choose the preferred solution after evaluation.

Due to the nature of the service it is envisaged that the call centre system will be available at all times. Any downtime will need to be communicated to the Member Organisation and the Consortium to review whether this is a breach of contract.

5.0 LOT 2 – INSTALL, PLANNED SERVICE /MAINTENANCE AND REPAIRS

This lot covers the installation (and product supply when required), planned service visits and repair of, telecare, telehealth, telemedicine equipment (and other associated equipment such as door entry, concierge, fire alarms, emergency lighting) and control centre equipment. Member Organisations may choose to Call-off for one or a combination of services under this LOT, e.g. install only, maintenance/repairs only etc.

As a minimum Supply Partners must be able to deliver;

- Provision of new equipment;
- Installation of new equipment;
- On-going planned servicing; and
- Reactive repairs.

Supply Partners must be able to maintain a range of manufacturers' equipment.

This equipment may be analogue/digital, hardwired or dispersed and located within properties such as individual dwellings, communal properties or sheltered scheme. It will also cover the removal and disposal of existing equipment (where applicable). It will cover, but not be limited to;

- Survey of site to determine installations, planned servicing or repair requirements;
- Removal of any existing equipment (to be recycled where appropriate);
- Installation (and supply if required by the Member Organisation) of equipment;
- Testing of equipment installed to ensure operation;
- Defective product procedure;
- Training to relevant stakeholders (staff, customers etc.);
- Make good the surrounding area (where necessary) to same standard;
- Servicing equipment in line with the manufacturer's guidelines;
- Repairing equipment in line with the manufacturer's guidelines; and
- Replacement of beyond economic repair equipment.

The scope of this framework agreement allows Member organisations to access these services for the installation, planned service, maintenance and repair of existing systems/products as well as the opportunity to upgrade/develop any existing systems to meet the changing needs of the service user.

Specific details (specification, pricing requirements) which are individual to the Member organisation requiring these services from the framework agreement will be outlined at call off stage.

Supply Partners and any Sub-Contractor appointed to this framework agreement for installation must comply with all relevant legislation outlined in this specification.

5.1 SUPPLY & INSTALL

Please refer to **Section 3 Specific Framework Requirements - Products** of this specification document for requirements under this section. It is envisaged that under this LOT Supply Partners may be requested to supply and install products to replace existing equipment that is deemed beyond economic repair or obsolete in terms of no longer being able to be maintained. Member Organisations are able to procure new products themselves via other Supply Partners.

5.2 REGULATIONS AND LEGISLATION

Supply Partner(s) must comply with the following (for relevant products/services being installed);

- TSA Quality Standards Framework or equivalent
- NICEIC, NAPIT, ECA or equivalent
- 18th Edition IEE Regulations
- BS EN 50134 series
- Hardwired installations - new BS 8604.
- Fire detection equipment - BS 5839
- Social alarms –
 - EN50134-1 (system requirements)
 - EN50134-2 (trigger device)
 - EN50134-3 (local unit and controller)
- Radio frequency - 869.2125MHz or equivalent that is compliant with European Social Alarm frequency band.

5.3 COMPETENCE

It will be the responsibility of the Supply Partner(s) to maintain adequate resources of personnel who are fully trained to the relevant current UK industry recognised standard(s).

5.4 SCOPE OF WORKS

5.4.1 Project plan/programme of work

Installation and planned service programmes will differ widely depending on the requirements of the Member organisation which will be specified at Call-off stage. The detail required to produce a project plan/programme of work for the Services will be provided at this stage.

The plan should include the following information as a minimum;

- Clear identification of deadlines to ensure compliance e.g. smoke detector tests etc., milestones, site availability;
- Resource allocation;
- Communication with stakeholders; and
- Contingency planning.

Each Member organisation may require different/additional information in their plan which must be agreed prior to commencement of the Services.

5.4.2 Sub-contractors

Sub-contracting is considered an acceptable method of providing specialist resource and a flexible service under this framework agreement. It is expected that a thorough appraisal process is carried out on all supply alliances to ensure a consistent, high quality service is delivered to the Member organisation and most importantly Service Users. Sub-contractors should be certified to TSA quality standards framework or equivalent, if carrying out any of the work covered by certification.

Whilst they will not enter into evaluating a Supply Partners' sub-contracting arrangement a Member organisation may wish to see evidence that information regarding the work programme, policies, procedures and key contacts has been effectively disseminated. Some information may be private and confidential i.e. details of vulnerable Service Users and in these instances the Member organisation will require assurance that this has been clearly explained to the whole workforce employed on their contract.

Some Member organisations calling off from this framework agreement will not permit sub-contracting. This will be outlined at the Further Competition stage.

5.4.3 Completion of works

Upon completion of works Supply Partner(s) will be required to provide a suite of management information (MI) with the primary purpose of communicating which Services have been carried out. Each Member organisation calling off from the framework agreement will have different timescales for when this information is required however it is recommended that the information is provided in a suitable format within 5 working days of completion of each installation.

The documentation should include as a minimum;

- Initial survey results (if applicable);
- Guarantees/Warranties;
- Any final drawings/cabling diagrams etc.;
- Any test/completion certificates; and
- Feedback from customer acceptance testing.

5.4.4 Customer acceptance testing

Supply Partners are expected to have a process in place for customer acceptance testing. The purpose is to enable the service users and relevant stakeholders to determine whether to accept a system as meeting their requirements and therefore is 'fit for purpose'.

Supply Partners will provide details of the process for testing as part of the project planning stage. The test is expected to be bespoke to the individual Member organisation calling off from the framework agreement as requirement will differ.

Feedback from the testing phase should be recorded and provided to the Member organisation.

5.5 FULLY COMPREHENSIVE SERVICING AND MAINTENANCE

For the avoidance of doubt, within the fully comprehensive service level there is a distinction between planned servicing and preventative maintenance.

- Planned servicing is defined as “activities necessary for ensuring the equipment is functioning as per the manufacturers recommendations e.g. cleaning and testing on an annual basis”.
- Preventative maintenance is defined as “partial or total renewal of an item with the intention of reducing its age e.g. by replacing parts etc. to keep going”. *Due to the diverse range and age of equipment within Member Organisations stock, it is not possible to itemise the requirements of the maintenance programmes however the service levels below do provide a*

minimum for how equipment should be maintained. Member Organisations may opt to change the service levels within their individual Call Off.

Supply Partners will, on an annual basis (unless otherwise specified by the Member organisation or manufacturers guidelines), provide the Member organisation with a full list of properties at which they will undertake servicing of the system. The Supply Partner will be responsible for making all access arrangements, provision of all labour, plant and materials required to undertake a service to the latest legislative requirements. This shall include for the full costs of all certification and administration associated with achieving compliance.

Notification of work must be given in writing a minimum of one calendar month before service or repair work commences (Member organisations may wish to alter the minimum notice period within their individual Supply Agreement).

Should Supply Partner's staff arrive on site without an appointment they may be asked to leave, and no payment will be made against this wasted journey.

After each visit a certificate of inspection shall be sent to the Member organisation and shall contain the following information as a minimum;

- The full postal address of the site at which the inspection took place
- The name and full postal address of the company undertaking the inspection
- The date on which the inspection took place
- The printed name of the engineer undertaking the inspection
- Type/make/model details for all equipment
- Approximate age and condition of all equipment
- Location of system control equipment
- Full details of the individual pieces of equipment which have been tested on site (if applicable)
- Full details of the type of test which was undertaken on the service visit
- The quantities of equipment on site i.e. 10 x speech modules
- The signature of the service engineer who has undertaken the test
- The signature of a customer representative from the site.

The service certificate will indicate whether the tested component part of the system is in good order or whether some fault has been found during the testing procedure. If the fault is of a minor nature, the Supply Partner shall correct the problem whilst on site and make an appropriate note on the test certificate. If the fault is of a more complex nature then the contractor shall submit, with the servicing certificate, full details of the fault and all remedial works required in order to rectify the problem. Where parts are required the contractor shall make reference to these and indicate where these components are deemed "chargeable" under the terms of the contract.

The Supply Partner may issue a single certificate for multiple properties, which should comprise of one system on a scheme.

Alongside annual servicing, Supply Partners must provide a 24 hour a day, 7 days a week, 365 days a year cover to ensure all equipment is maintained as required. The standard response time for reporting a fault to an engineer attending site will be 24 hours, unless otherwise stated. The planned service visits will be undertaken in line with the below unless otherwise stated by the Member organisation at Further Competition stage.

With regards to ranked award Supply Partners will be required to cover all properties/equipment identified by the member on their Order form as per the below service level.

For clarity this service level covers both telecare and telehealth equipment.

Fully Comprehensive	Description
24 hours, 7 days a week, 365 days a year contract	Ability to report faults to Supply Partner at all times.
24-hour response to faults (maintenance)	<p>An engineer will attend site/sign in remotely to any fault within 24 hours of the report being received unless otherwise stated, and all appropriate efforts made to repair the fault on the first visit.</p> <p>For clarity, first time fix means that Supply Partners will leave site/remote log in with the equipment in full working order, following the initial fault call from the Member organisation.</p> <p>Supply Partner must take all reasonable efforts to ensure parts are available to achieve first time fix. If parts are not available to fix the fault on the first attempt then the Supply Partner must advise the Member organisation immediately to agree an acceptable temporary fix, e.g. alternative device provided to ensure end user safety etc.</p> <p>If there is a persistent fault with the system/equipment (more than 1 fault occurrence in the 12-month service period - that is not end user generated e.g. misuse or vandalism), the Supply Partner is responsible for all costs associated with each fault following the initial attempt. However, the Member organisation and Supply Partner should carefully monitor persistent faults to ensure the sustainability of the supply agreement and any equipment deemed to be beyond economic repair.</p> <p>Beyond economic repair is defined as “<i>when the cost of repairing a piece of equipment or system is estimated to cost significantly more than it would be to replace e.g. 80 percent of its replacement value.</i>”</p>

	<p>Supply Partners must demonstrate, with evidence, to the Member Organisation that the equipment/system meets this definition prior to replacement. Member organisations will be required to cover the cost of replacements and can instruct any provider to replace them should they wish.</p> <p>Time on site is a maximum of 40 minutes with up to 4 pieces of equipment maintained.</p>
<p>4-hour response for all critical faults. (maintenance)</p>	<p>An engineer will attend site within 4 hours of reporting the fault <u>only</u> for;</p> <ul style="list-style-type: none"> • System/Equipment/Property/Scheme down – the full system is not operational due to a fault. • Permanent call – the full scheme is not operational due to a permanent call from the equipment to control centre. • Permanent sounding smoke alarm – a constant sounding smoke alarm. • Door Entry system linked to TECS equipment. <p>The maximum number of 4-hour responses is 10 per Supply Agreement, per annum, under the framework agreement, however Member organisations should ensure the faults are accurately reported to the Supply Partner to ensure resources are allocated correctly and the contract remains sustainable. Member Organisations may change the maximum number of 4-hour responses in their individual Call Off.</p> <p>Time on site is a maximum of 40 minutes with up to 4 pieces of equipment maintained.</p>
<p>Fair wear and tear</p>	<p><i>All repairs</i> due to fair wear and tear up to a value of £250 (inclusive of parts and labour) per item, per property, per annum are to be included. Any repairs over the value of £250 must be quoted to the Member Organisation for approval prior to the repair taking place.</p>
<p>Annual servicing programme</p>	<p>All serviceable parts and labour are included in the contract including travelling to and from site.</p> <p>All equipment must be serviced by the Supply Partner on an annual basis at intervals not exceeding 12 months. This will include a battery capacity check in line with manufacturer's guidelines and BS EN50134.</p> <p>Batteries should be replaced if required as part of the annual servicing cost – please note this is for units where the battery can be replaced e.g. is not a concealed unit.</p> <p>Smoke Detector Cleaning Programme: Cleaning of smoke detectors (that can be cleaned e.g. not a sealed unit) – batteries will be replaced only if requested by the Member</p>

	<p>Organisation at individual Call Off.</p> <p>Time on site is a maximum of 40 minutes with up to 4 pieces of equipment serviced.</p>
No access visits	<p>Where access can't be gained on the first visit, no charge will be made for subsequent visits (up to a maximum of 3 attempts).</p> <p>Supply Partner(s) must communicate visit details to the Member organisation to ensure they mitigate no access situations - e.g. picking up keys/codes for door entry systems or having scheme manager present etc. This is especially important for communal properties/sheltered scheme visits.</p>
User error	<p>Where the fault is due to user error no charge will be made for the visit, however the Member organisation and Supply Partner must review persistent fault calls of this nature and put in place alternative measure to reduce the number of call outs e.g. additional user training or change of equipment (at the end user /Member Organisation's cost).</p>
Telecommunication Line failure	<p>Where the fault is due to internet service provider or telecommunication line failure/fault no charge will be made for the visit.</p>
Mains power failure	<p>Where the fault is due to mains power failure no charge will be made for the visit.</p>
Cabinet check	<p>All cabinets on schemes will be checked for damage etc. and fed back to the Member organisation for repair or replacement instruction to the Supply Partner.</p>
Cable Damage	<p>Overhead/underground cable damage up to a value of £500 per property, per annum, will be covered.</p>
Storm Damage	<p>Storm damage (for currently manufactured products) up to a value of £500 per property, per annum, will be covered. Any Services required that are over £500 must be agreed with the Member organisation prior to any Services being commenced.</p>

5.5.1 SERVICING AND MAINTENANCE - HARDWIRED SCHEME EQUIPMENT

The service level identified above in section is the basic minimum level expected by Member organisations. Member organisations may wish to enhance the level of service by including additional items at the Further Competition stage.

5.5.2 SERVICING AND MAINTENANCE - DISPERSED ALARMS

The service level identified above in section is the basic minimum level expected by Member organisations. However, Member organisations will need to advise whether they require back to base/onsite/remote service as per the below table.

Dispersed Alarms	Description	Back to Base	On Site Repair/ Remote Diagnostic & Repair
24 hours, 7 days a week, 365 days a year contract	Ability to report faults to Supply Partner at all times		
24-hour response to faults	An engineer will attend site to any fault within 24 hours of the report being received unless otherwise stated		
5 day turnaround	Any equipment returned to the Supply Partner for repair must be completed and returned to the Member organisation within 5 days		
Fair wear and tear	All repairs due to fair wear and tear are included unless the equipment is deemed to be beyond economical repair		
Parts & Labour	All serviceable parts and labour are included in the contract including travelling to and from site (if applicable)		
Software upgrade	Any upgrades to the latest software version will be included		
No access visits	Where access can't be gained on the first visit no charge will be made for subsequent visits up to a maximum of 3		
User error	Where the fault is due to user error no charge will be made for the visit		
Telecommunication Line failure	Where the fault is due to telecommunication line failure/fault no charge will be made for the visit		
Battery replacement	All unit batteries will be replaced		
Dispersed alarm cleaning	Any alarm can be returned to the Supply Partner to be cleaned. Any that are returned to base for repair will be cleaned as standard		
Dispersed alarm moulding replacement	Any alarm (that is currently manufactured) with cracked, discoloured mouldings can be sent to the Supply Partner to be		

	replaced		
--	-----------------	--	--

5.5.3 SERVICING AND MAINTENANCE - FIRE ALARM SYSTEMS

This service level includes the annual servicing of the systems, but all call outs, labour and parts are chargeable to any repair call. The frequency of servicing visits will be defined at the Further Competition stage but should be no longer than 6 months. The full system should be serviced on an annual basis.

All systems should be maintained in line with BS5839.

5.5.4 SERVICING AND MAINTENANCE ADDITIONAL ITEMS

For the below to be included Member Organisations must have outlined this in their Further Competition, to allow Supply Partner to accurately price. This is not covered in ranked direct award pricing.

Additional Items	Description
Cable Damage	Additional cable cover - All overhead/underground cable damage to be covered.
Storm Damage	All currently manufactured equipment will be covered when damaged due to storms. This will exclude cables, control centre, fire alarms, door entry (stand-alone).
Accidental Damage	Damage to pull cords, speech modules, DECT handsets, radio triggers, neck cords, water damaged equipment etc.
Battery Replacement (pendants)	<p>All pendant batteries to carry a lifetime guarantee. Replacement pendants are covered within this where the pendants are sealed and the batteries fail and cannot be replaced (either replace a 'Duracell' battery or replace pendant, to be covered under contract - no additional charges).</p> <p><i>Lifetime however does not mean "forever". The lifetime of batteries is typically between 5-7 years from manufacture (manufacture date is shown on pendant) – replacements outside of this lifetime will be charged to the Member organisation outside of the annual servicing cost). All efforts should be made to detail manufacturer and expiry date.</i></p>
Training Days	Training days on equipment use, telecare, telehealth etc.
Full planned servicing checks	All equipment attached to the scheme will be checked annually (pull cords, speech modules etc.).
Smoke Detector Maintenance	Preventative maintenance and necessary repair of smoke detectors.
Smoke Detector Servicing Programme	Cleaning of smoke detectors (where it is possible to do so) and replacement of batteries as required.

5.5.5 SERVICING/MAINTENANCE AND REPAIR EXCLUSIONS

For these exclusions NOT to be standard, Member Organisations must have outlined in the Further Competition that they do not require each or any of these. For the purposes of ranked award all exclusions outlined below apply.

It is the intention that the following will not form a part of this contract;

- Repair of equipment/systems as a result of vandalism/malicious damage. Supply Partner(s) may be required to evidence malicious damage claims via photographs etc.
- Purchasing of equipment/systems beyond economic repair as defined in this section.
- The maintenance of internet connection, SIM connection (unless provided with the equipment) and telecommunications lines attached to the call equipment. The continuity of such remains the duty of the Supply Partner – the maintenance by necessity is incumbent upon the telephone line supplier.

5.6 FAULT CALLS

The Supply Partner will provide callouts for repairs covering 24 hours including weekends and bank holidays.

The Supply Partner(s) must not attend call-outs reported direct from residents until these have been verified with the Member organisation to ensure repair calls are not duplicated.

The Supply Partner(s) shall have a named contact during working office hours, who shall attend regular office-based meetings/site visits with the Member organisation to ensure quality of work is maintained.

The Supply Partner(s) shall supply and maintain a telephone number where immediate contact can be made with their office 365/24/7.

5.7 REPAIRS & FIRST FIX

The objective should be to repair a fault on the first visit. The achievement of this will be monitored by the NHC through the framework agreement KPIs.

The Supply Partner must carry a stock of frequently used standard spare parts, specific to the Member organisation's stock profile, to ensure that wherever possible a second visit is not required. Where replacement parts are required this must be on a like for like basis.

If there is to be a delay in the completion of a repair the Supply Partner must inform the Member organisation of the reason for delay and expected date of completion. If the delay results in customers being without provision of the service, the Supply Partner must ensure an alternative solution is put in place to allow assistance to be sought by the customer. Under no circumstances should customers be without provision of the service.

5.8 ASSET REGISTER

During the first year of the contract, the Supply Partner will undertake a full stock survey/system review of all the Member organisations sites. **Failure to provide this could result in the Member organisation requesting a separate provider to undertake this at the Supply Partner's cost.**

It will contain the following information as a minimum and form the asset register of all equipment;

- The full postal address of the site at which the survey took place
- Control Equipment; make and model, number of speech modules/smoke detectors, approximate age and current condition, the location of the control equipment
- Handsets; make and model of each handset, approximate age and current condition, the location of each handset
- Pull cords; the number and location of each pull cord within a property
- Telecare devices; the number and location of each telecare device
- System Links; the type of link in the system (999 link, fire alarm link, door entry link etc.), the number of links in the system, the location of each link and its purpose
- Dispersed alarms; make and model of each dispersed alarm, approximate age and current condition
- Door entry; the number and location of systems
- Fire Systems; number and location of systems

Once completed the asset register will be provided to the Member organisation.

5.9 KPFS

The following KPIs will be set as a minimum requirement of all Supply Partner(s) as part of this lot:

- Adherence to agreed timescales - 100%
- Repairs attended within response (repairs reported are attended to within the stipulated response time e.g. 24 hours, 4 hours) - 95%
- First fix rate (please see definition in service level) - 90%
- Progress with planned maintenance agreed programme – 100%
- Number of complaints received each month – target of less than 2% of all calls attended (this is 2% of fault calls attended per individual contract)

Supply Partner(s) are to note the above are minimum standards and during the Further Competition stage from this Framework Agreement Member organisations may choose to measure performance against their own KPIs.

Supply Partner(s) are to note the above are minimum standards and during call-off from this Framework Agreement Member organisations may choose to measure performance against their own KPIs.

5.10 TRAINING

Upon completion of the installation of a new system Supply Partners will be expected to deliver training to staff/stakeholders/service users in the correct operation of the system. This should be included in the cost of installation.

6.0 LOT 3 – CALL MONITORING AND MOBILE RESPONSE

6.1 SUB LOT 3.1 – CALL MONITORING

This lot covers the monitoring of all calls from dispersed alarms, telecare/telehealth devices, door entry/access control systems and grouped/hard wired schemes.

Member organisations calling off from this framework agreement may require other types of calls monitored which will include;

- Out of hours call monitoring
- GPS device/location monitoring
- Lone worker monitoring/support
- Repairs reporting
- Environmental reporting
- Anti-social behaviour reporting
- Out of hours housing support services
- Disaster recovery
- Signposting

6.1.1 LEGISLATION AND REGULATIONS

Supply Partner(s) must demonstrate audited compliance with the following standards;

- TSA Quality Standards Framework or equivalent; or alternatively
- BS EN 50134-7:2017 – Alarm systems

6.1.2 SCOPE OF WORKS

The successful Supply Partner(s) will be expected to deliver the following minimum standard of service;

- Use appropriate/compliant Call Handling Equipment at the monitoring centre
- Provide the service 365/24/7
- Demonstrate audited compliance with the most current TSA Quality Standards Framework (or equivalent)
- Notify the Member organisation within an agreed period in the event of any catastrophic system or service failure
- Ensure the Call Handling Equipment utilised is compatible with the equipment installed or provided by the Member organisation
- Operate and maintain a call monitoring service with a system that has sufficient capacity to fulfil the requirements of the Member organisations calling off from the framework agreement

6.1.2.1 Diverse user groups

Supply Partner(s) must ensure that their service is appropriate to the differing needs of service users.

Supply Partner(s) will have procedures in place to enable emergency calls to be dealt with in any language of the services user's choice.

Supply Partner(s) will have procedures in place to enable service users with a cognitive impairment, sensory impairment or speech and language impairment to receive the service.

6.1.2.2 Data ownership

Supply Partner(s) must ensure that the current registration with the Data Protection covers the purposes required to fulfil any contract.

Any data made available to the Supply Partner(s), or arising from performance of any contract shall be the property of the Member organisation. The Supply Partner(s) shall indemnify the Member organisation against any breach of data protection legislation on its part as a consequence of processing the data.

6.1.2.3 Call handling

The control centre must provide the following services as a minimum;

- Ensure that all calls are answered courteously and with due regard to the caller's needs and concerns
- Respond to all calls and alerts promptly in accordance with the agreed timescale and performance indicators specified by the TSA Quality Standards Framework or equivalent specified timescales
- Create and maintain a database of existing and new customers which contains relevant personal data and other information for the benefit of the service user and housing, social care and health professionals
- Handle all calls/alerts initiated by the service user or triggered automatically by telecare equipment installed in their homes
- Provide a record of each emergency incident and, where appropriate, inform next of kin, and/or health or social care professional as soon as possible
- Offer information or advice to service users on request, or sign-post them to a more suitable source (e.g. out of hours health provision, e.g. 111 services, housing maintenance companies, third sector organisations)
- To liaise with maintenance contractors

- Provide information to authorised health and social care professionals which may include a record of alarm calls and certain types of incidents
- Inform Member organisations of any service user who has had multiple emergencies (in a period of time defined by the Member organisation) of a particular type (e.g. falls) so that appropriate support can be provided

6.1.2.4 Staff training

Supply Partner(s) must ensure that all staff employed to carry out call handling have received the training and support necessary for the effective fulfilment of their roles.

The NHC or Member organisations may request copies of training records at any point.

6.1.2.5 Emergency circumstances

At the start of any contract the Member organisation should provide the Supply Partner(s) with the following information;

- a) Emergency maintenance contractors
- b) Telecare equipment, Fire Alarm, Door Entry and Intruder Alarm Contractors
- c) Police, ambulance and fire service
- d) Emergency social work and environmental health services

When dealing with calls that relate to urgent or emergency circumstances Supply Partner(s) must ensure that operators provide guidance and reassurance to the service user until such time as the circumstances are remedied and/or responsibility is passed to an appropriate other party.

6.1.2.6 Access control

For links from sheltered housing schemes with integral door entry systems ensure that when door entry calls are dealt with, a procedure is in place to verify the identity of the caller prior to permitting entry.

For links from sheltered housing schemes with key safes, ensure that where access to key safes is sought, a procedure is in place to verify the identity of the caller prior to effecting release of the keys, track those keys and record their return. The caller shall be asked to notify the monitoring centre immediately after the keys are returned or passed to another party.

These processes will differ between Member organisations and will be defined at the Further Competition stage.

6.1.2.7 Interoperability and compatibility

The Supply Partner(s) must ensure that the equipment installed in the control centre is fully compatible with the alarm protocols employed in systems supplied by all the major community alarm and telecare equipment vendors that operate in the UK and Europe.

In addition, the equipment must be compatible with all alarm systems and protocols employed by each individual Member organisation calling off from the framework agreement.

6.1.2.8 Line utilisation

Consideration should be given by the Supply Partner to the digital switchover requirements with regards to line utilisation e.g. sufficient call handling capacity to manage the demands of the Member organisations stock.

6.1.2.9 Test calls

The functionality to allow inbound and outbound check calls must be available to all Members e.g. “all ok” calls.

6.1.2.10 Fault reporting

Supply Partner(s) must inform the Member organisation of faults reported on any equipment (either from a service user or from an alert from the equipment).

The Supply Partner(s) should report any telephone line /internet faults immediately to the Member to allow alternative measures to be put in place.

6.1.2.11 Disaster recovery and business continuity

Supply Partner(s) must have a disaster recovery plan in place, including arrangements and procedures for monitoring calls/alerts in the event of the call monitoring equipment being out of operation. The location of this facility must be declared to any Member organisation calling off from this framework agreement.

Supply Partner(s) must have in place stringent business continuity plans to address situations such as seasonal pressures/holiday cover/weather/illnesses/road closures etc.

The Supply Partner(s) must inform the Member organisation if any such situation occurs where the disaster recovery plan/business continuity plan needs to be actioned.

6.1.3 KPIs

The following KPIs will be set as a minimum requirement of all Supply Partner (s) as part of this lot;

- Percentage of calls answered within 60 seconds – 97.5%
- Percentage of calls answered within 3 minutes – 99%
- Number of complaints (this is 2% of callers reporting a fault per individual contract) - < 2% per month

Supply Partner(s) are to note the above are minimum standards and during call-off from this Framework Agreement, Member organisations may choose to measure performance against their own KPIs.

6.1.4 TRANSFER OF SERVICE

This should be in line with the TSA Good Practice Guide for Commissioning and Transferring Monitoring Services (Copies are available from TSA or NHC) and in the Exit Management section of this specification.

Member will advise estimated volume of calls at call off.

6.2 SUB LOT 3.2 - MOBILE RESPONSE

This lot covers the provision of a mobile response service for customers who don't have family members/key holders as their emergency contact or require the service to relieve the burden on family members. The aim of the service is to maximise the independence of individuals to enable customers to remain in their own home through the provision of a 24/7/365 response service. The service will respond to alerts from a monitoring centre and provide a suitable human response.

There are two types of mobile response service;

- **Routine visit** – a regular visit is made to the service user to check on their welfare. Visits to be undertaken within 4 hours of notification.
- **Emergency visit** – an emergency visit made to the service user in response to an alert being received by the control centre. Visits to be undertaken within 1 hour of notification.

Member organisations may also require additional services which could include but not be limited to;

- Cover for scheme managers (sickness/holidays)
- Emergency cover

6.2.1 Expected outcomes and aims of the service.

- Reduced need for residential/nursing care
- Increased choice and independence for customer
- Provide reassurance for customers and their families
- Contribute to support for people with long-term health conditions
- Reduce accidents and falls in the home
- Support hospital discharge
- Reduce the burden placed on carers/family
- Contribute to the development of a range of preventative services

Member organisations may have their own list of aims/outcomes, the detail of these individual requirements will be outlined at the Further Competition stage.

6.3 GEOGRAPHIC AREAS

The lot will be split by geography as outlined below;

- North East
- North West
- Yorkshire & Humberside
- East of England

- Greater London
- South East
- South West
- East Midlands
- West Midlands
- Wales
- Scotland
- Northern Ireland

6.4 STANDARDS, LEGISLATION AND REGULATIONS

Supply Partner(s) must be compliant with the following standards;

- TSA Quality Standards Framework or equivalent – audited compliance.

6.5 SERVICE LEVEL – ROUTINE VISIT

Supply Partner(s) will be expected to deliver the following minimum standard of service;

- Provide the service 24/7/365.
- Demonstrate audited compliance with the most current TSA Quality Standards Framework (or equivalent).
- Assess the situation upon arrival and co-ordinate an appropriate response/escalation procedure which may result in summoning further assistance or providing support to the customer.

The responder could be required to attend a customers' property in the following situations;

- Customer recently discharged from hospital
- Customer requires visit following a fall
- No other relative/next of kin
- Bereavement
- Burglary
- Anxiety

Member organisations will specify the type of routine visit service they require at call-off stage which may or may not include all or some of the above.

6.6 VISIT REPORTS

Following a visit, the Supply Partner(s) should ensure that any changes in circumstances to the customer and the results of the visit/actions taken are recorded and the relevant parties are informed.

6.7 SERVICE LEVEL – EMERGENCY VISIT

Supply Partner(s) will be expected to deliver the following minimum standard of service and provide a response within a maximum of 60 minutes;

- Provide the service 365/24/7.
- Demonstrate audited compliance with the most current TSA QSF (or equivalent).
- Assess the situation upon arrival and co-ordinate an appropriate response/escalation procedure which may result in summoning further assistance or providing support to the customer.

On receipt of a call from the monitoring centre the responder could be required to attend a customers' property in the following situations;

- Customer unwell
- Customer fallen
- No response from customer
- No other relative/next of kin
- Death of a customer
- Anxiety
- Abuse
- Access to emergency services

Member organisations will specify the type of response service they require at call-off stage which may or may not include all or some of the above.

6.8 DEALING WITH EMERGENCIES

Member organisations will determine which different situations are classed as emergencies and these will be outlined in detail at the Further Competition stage. As a minimum Supply Partners should;

- Always respond in an emergency and must not refuse to attend without prior agreement from the Member organisation.
- Respond and have gained access to the customer's property within a defined period of time which should aim to be 5 minutes – this will differ between Member organisations and will be outlined at the Further Competition stage.
- Activate the call equipment linked to the control centre to indicate arrival on site.
- Stay on site until the incident has been fully resolved. Any actions taken will be in line with any method statement, code of practice or protocol agreed between the Member organisation and the Supply Partner.

- Maintain a line of communication between the responder and the control centre throughout the visit, where appropriate.
- Record details of the incident on site in the format agreed with the Member organisation.

6.9 VISIT REPORTS

Following an emergency visit the Supply Partner(s) should ensure that a record of any actions taken is recorded and the relevant parties are informed. This includes information relating to multiple emergency calls from one customer.

6.10 KPFS

The following KPIs will be set in addition to the TSA's quality framework standards or member Organisations individual requirements:

- Number of complaints (this is 2% of all visits attended to per individual contract) - < 2% per month.

Supply Partner(s) are to note the above are minimum standards and during call-off from this Framework Agreement Member organisations may choose to measure performance against their own KPI's.

6.11 DIVERSE USER GROUPS

Supply Partner(s) will be required to communicate with customers with varying needs/requirements and should ensure that their service can be delivered to individuals who;

- Require communicating in a language other than English
- Have a hearing or speech impairment
- Have a cognitive impairment
- Have a visual impairment
- Have any other communication requirements

6.12 STAFF TRAINING

The Supply Partner(s) shall ensure that all personnel (including sub-contractors) employed on a contract are suitably trained and skilled to undertake this work. This should include but not be limited to;

- Disability Awareness
- Safeguarding for Adults
- Mental Capacity Act 2005
- Basic First Aid
- Moving and Positioning Training
- Equality & Diversity

- Health & Safety
- Alcohol Misuse
- Lone Working
- Data protection and confidentiality
- Familiarity with telecare/telehealth equipment

6.13 EXCLUSIONS

For these exclusions NOT to be standard, Member Organisations must have outlined in the Further Competition that they do not require each or any of these. For the purposes of ranked award all exclusions outlined below apply.

- Delivery of personal, practical or social support/care
- Administration of medication

6.14 SUB LOT 3.3 – CALL MONITORING WITH MOBILE RESPONSE

The requirements of this sub-lot are the combination of sub-lot 6.1 and 6.2 as detailed above. Supply Partners must be able to undertake all activities required for call monitoring and mobile response for this sub lot.

6.15 SUB LOT 3.4 – CALL CENTRE MONITORING EQUIPMENT SERVICING/MAINTENANCE AND REPAIR

Member organisations may wish to enhance this level of service (detailed below) by including additional items at the Further Competition stage. For the purposes of direct award, all of the below applies.

This can be for either on premise or Software as a Service Solutions.

Control Centre Equipment	Description
24 hours, 7 days a week, 365 days a year contract	Ability to report faults to Supply Partner at all times.
24 hour response to faults	An engineer will attend site to any fault within 24 hours of the report being received unless otherwise stated.
4 hour response to all critical faults	An engineer will attend site to any CRITICAL fault within 4 hours of the report being received.
	Critical is defined as the system being unable to receive

	<p>incoming or outgoing calls to end users.</p> <p>Due to the nature of the service it is envisaged that the call centre system will be available at all times. Any downtime will need to be communicated to the Member Organisation and the Consortium to review whether this is a breach of contract.</p>
Fair wear and tear	<p>All repairs due to fair wear and tear up to a value of £250 per item, per property, are to be included except equipment replacement that is beyond economical repair. Any repairs over the value of £250 must be quoted to the Member Organisation for approval prior to the repair taking place.</p> <p>Beyond economic repair is defined as “when the cost of repairing a piece of equipment or system is estimated to cost significantly more than it would be to replace e.g. 80 percent of its replacement value.”</p>
Software upgrade	Any software upgrades that are required to return the system to its original operation are to be included.
Parts & Labour	All parts and labour including unserviceable parts and components (this excludes headsets).
Visual Inspection	Visual inspection of equipment and cabling
Annual system check – servicing.	An annual inspection of the system.
Help desk	Access to a help desk during working hours for support on the equipment, application and database

6.2.2 SERVICING/MAINTENANCE AND REPAIR EXCLUSIONS

For these exclusions NOT to be standard, Member Organisations must have outlined in the Further Competition that they do not require each or any of these. For the purposes of ranked award **all** exclusions outlined below apply.

It is the intention that the following will not form a part of this contract;

- Repair of equipment/systems as a result of vandalism/malicious damage. Supply Partner(s) may be required to evidence malicious damage claims via photographs etc.
- Purchasing of equipment/systems beyond economic repair as defined in this section.
- The maintenance of internet connection, SIM connection (unless provided with the equipment) and telecommunications lines attached to the call equipment. The continuity of such remains the duty of the Supply Partner – the maintenance by necessity is incumbent upon the telephone line supplier.

7 IOT 4 – CONSULTANCY

In addition to the requirements set out in Section 2 Specific Framework Requirements – Services of this specification document, the following requirements also apply to this LOT.

Supply Partners must be able to provide all of the elements outlined whether this is directly or by use of sub-contractors or external specialists and work with Member Organisations to determine their exact requirements.

Member Organisations may allow Supply Partners to undertake site surveys as part of the Call-Off process.

Supply Partners in this lot shall be able to provide a range of consultancy services to Member Organisations to assist them in complying with all current legislation and regulations, this may include but is not limited to:

- **Service reviews e.g. customer needs analysis, service efficiency and improvement recommendations etc.;**
- **Asset register creation and assessment/recommendations for digital switchover;**
- **Upgrade assessment, feasibility studies and suitability reviews;**
- **Advice and guidance e.g. digital switchover, technology suitability, industry updates etc.**

7.13 COMPETENCE

Supply Partner(s) are encouraged to be a member of the TSA or other similar professional membership bodies e.g. CMI – Institute of Consulting.

7.14 SCOPE OF WORKS

- **Supply Partner(s) shall respond to a request from the Member Organisation for general advice relating to their products, services and procedures.**
- **Supply Partners should work within the objectives set by the Member Organisation and recommend solutions based on their budgets and/or existing equipment.**
- **Supply Partners must remain impartial and recommend the best solution for the Member Organisations' needs.**
- **Supply Partners should ensure they keep up to date with industry best practice and new technologies.**
- **The advice provided must meet agreed timescales. Supply Partner(s) are to note that time limits for response may vary dependant on the query itself and the Member Organisation's requirement.**
- **Supply Partner(s) shall respond to a request from the Member Organisation for their related advice in the case of an emergency within the given timescales.**
- **Member Organisations will be able to submit any request for advice by telephone or email and Supply Partner(s) must respond in the format specified by the Member Organisation, either verbally or in writing.**

- **Supply Partner(s) will be expected to offer balanced and cost-effective advice that ensure that so far as reasonably practicable the Member Organisation will meet the relevant requirements.**
- **Any reports requested e.g. asset condition survey, or upgrade feasibility study etc.**

7.15 KPFS

The following KPI is to be met (per individual supply agreement):

- **Work carried out within agreed timescales – 98% per Supply Agreement.**

Member Organisations may detail their individual KPI requirements at Call-Off.

SCHEDULE 2 – ORDER FORM

Member Requirements

Ranked Award – Technology Enabled Care Services (Lot 2)

Folkestone & Hythe District Council would like to appoint Tunstall Healthcare (UK) Ltd to deliver their services under **Lot 2** with the below requirements under the **Technology Enabled Care Services** framework from **contract start date** for a **1 year (12 month)** term with the option to extend for a further period of 1 year (12 months).

F&HDC's requirements are servicing and maintenance of Telecare equipment supplied by Lifeline365 to their clients.

Unless otherwise stated below Folkestone & Hythe District Council's (F&HDC) requirements are as per the Technology Enabled Care Services framework specification.

The majority of F&HDC's equipment is currently provided by Tunstall Healthcare (UK) Ltd. The control centre equipment is provided by Jontek/Legrand and any new equipment installed will need to be compatible with Jontek's control centre software.

The Transfer of Undertakings (Protection of Employment) (TUPE) does not apply to this contract

1.20 Sub-Contracting and Consortia Arrangements

Full details are required for any sub-contractors which attend F&HDC's sites. Details are not required for sub-contractors which will not have direct contact with F&HDC's tenants.

1.22 Mobilisation

It will not be necessary to survey the site(s) during the Call-Off process if needed.

1.25 Information Technology and Cyber Security

This IT management system is not required to be capable of interfacing into the Member Organisation's own IT management system.

1.27 Disclosure and Barring and Lone Working

A lone working policy is required or alternatively F&HDC's lone working policy will be required if the Supply Partner does not have a lone working policy.

2.2 Programme of Works

The service requirement is for responsive repairs only. No programme of work is required.

2.7 Access

All access procedures will differ for individual Member Organisation's and will be agreed as part of the Call-Off and the contract start-up procedure.

5.9 KPIs

Monthly reports will be required on KPIs and other reporting data.

The KPIs detailed in 4.3 of Appendix A apply, excepting “100% progress with planned maintenance” which does not apply.

F&HDC will also require reporting on the number, type and location of faults and repair times for monitoring purposes. Reports should also indicate the proportion of work sub-contracted, when this occurs.



Folkestone & Hythe District Council
Civic Centre
Castle Hill Avenue
Folkestone
Kent
CT20 2QY
Direct dial: [REDACTED]
[REDACTED] [@folkestone-hythe.gov.uk](mailto:[REDACTED]@folkestone-hythe.gov.uk)

Private and Confidential

Attn: [REDACTED]
Procurement & Contracts Officer
Northern Housing Consortium
Hope Street Xchange
1-3 Hind Street
Sunderland
SR1 3QD

29 June 2022

Dear [REDACTED],

Technology Enable Care Services - Ranked Award

I am pleased to confirm that **The District Council of Folkestone and Hythe** wish to appoint **Tunstall Healthcare (UK) Ltd.** via the **Technology Enable Care Services** framework under **Lot 2**

Please arrange for the contractual documentation to be prepared on behalf of **The District Council of Folkestone and Hythe** using information as below:

Registered Company Name:	The District Council of Folkestone and Hythe
Registered Company Address:	Civic Centre, Castle Hill Avenue, Folkestone, Kent, CT20 2QY
Company Registration Number (if applicable):	n/a
Contract start date:	1 July 2022
Contract Term:	
Initial Term	12 months
Optional Extension	12 months
Year 1 Contract Cost	£ 47,856.28
Year 2 Contract Cost (optional extension)	£ 47,856.28
Total contract cost:	£ 95,712.55

The contract (Supply Agreement) resulting from this competition is to be executed as a Simple Contract. Please issue the contractual documentation to the following individual, who will arrange for signature:

Name:	[REDACTED]
Job Title:	Procurement Specialist
Email Address:	[REDACTED]@folkestone-hythe.gov.uk
Telephone:	[REDACTED]
Contract to be supplied and signed:	Electronic copies of the contracts to be supplied, using One authorised signatory

Yours sincerely,

[REDACTED]

Procurement Specialist

SCHEDULE 3 - PRICE
AGREED PRICING PRECEEDS OVER CATALOGUE PRICING

Lot 2: Install, Servicing/Maintenance and Repair
Notes for Bidders:

		Average Percentage Discount	
		Installations	
		Servicing/Maintenance and Repair	
		Call Centre Maintenance	

Please refer to Schedule 3a Pricing Instruction Document for further information

SUPPLIER COMMENTS

		Price per dwelling/connection per annum
Service level (as outlined in specification, section 5.5)	£	off basis, depending on the call-off value and requirements.

	Half Day Rate	Full Day Rate	Hourly Rate
	Price per unit per annum		
	£	£	£
Back to Base Repair			
On Site Repair			

	Price per unit per annum	Based on 1 x speech module/1 x bed sensor/2 pull cords & 40 minutes on site
Back to Base Repair	£	
On Site Repair	£	

	Price per system based on 2 visits per annum
Servicing only	£
Call out rate for repairs (per call out)	£
Replacement system	£

Based on battery powered smoke detector
Based on battery powered smoke detector

	Half Day Rate	Full Day Rate	Hourly Rate
Price for installation engineer	£	£	£

	Price per dwelling/connection per annum
Service level (as outlined in specification, section 5.5)	£

INSTALLATION

		Based on 1 x speech module/1 x bed sensor/2 pull cords & 40 minutes on site

[Redacted]

[Redacted]

DISPERSED ALARM

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Based on battery powered smoke detector
Based on battery powered smoke detector

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Price per unit per annum	
Back to Base Repair	£ [Redacted]
On Site Repair	£ [Redacted]

Price per unit per annum	
Back to Base Repair	£ [Redacted]
On Site Repair	£ [Redacted]

Price per system based on 2 visits per annum	
Servicing only	£
Call out rate for repairs (per call out)	£
Replacement system	£

TOTAL FOR NORTH WEST RANKING: £

GEOGRAPHIC PRICING (FOR RANKINGS):

**NORTH WEST
FRAMEWORK PRICING**

INSTALLATION			
	Half Day Rate	Full Day Rate	Hourly Rate
Price for installation engineer	£	£	£

SERVICE, MAINTENANCE AND REPAIR (GENERAL SERVICE AND MAINTENANCE (INCLUDING REPAIRS) AS PER SPECIFICATION - (APPLICABLE FOR	
Price per dwelling/connection per annum	
Service level (as outlined in specification, section 5.5)	£

Based on 1 x speech module/1 x bed sensor/2 pull cords & 40 minutes on site

DISPERSED ALARM	
Price per unit per annum	
Back to Base Repair	£
On Site Repair	£

TELECARE/TELEHEALTH	
Price per unit per annum	
Back to Base Repair	£
On Site Repair	£

Based on battery powered smoke detector
Based on battery powered smoke detector

FIRE ALARM	
Price per system based on 2 visits per annum	
Servicing only	£
Call out rate for repairs (per call out)	£
Replacement system	£

TOTAL FOR NORTH WEST RANKING: £

GEOGRAPHIC PRICING (FOR RANKINGS):

**YORKSHIRE & HUMBER
FRAMEWORK PRICING**

INSTALLATION			
	Half Day Rate	Full Day Rate	Hourly Rate
Price for installation engineer	£	£	£

SERVICE, MAINTENANCE AND REPAIR (GENERAL SERVICE AND MAINTENANCE (INCLUDING REPAIRS) AS PER SPECIFICATION - (APPLICABLE FOR	
Price per dwelling/connection per annum	
Service level (as outlined in specification, section 5.5)	£

Based on 1 x speech module/1 x bed sensor/2 pull cords & 40 minutes on site

DISPERSED ALARM	
Price per unit per annum	
Back to Base Repair	£
On Site Repair	£

TELECARE/TELEHEALTH	
Price per unit per annum	
Back to Base Repair	£
On Site Repair	£

Based on battery powered smoke detector
Based on battery powered smoke detector

FIRE ALARM	
Price per system based on 2 visits per annum	
Servicing only	£
Call out rate for repairs (per call out)	£
Replacement system	£

TOTAL FOR YORKSHIRE & HUMBER RANKING: £

FRAMEWORK

INSTALLATION	Half Day Rate	Full Day Rate	Hourly Rate

Price per dwelling/connection per annum	

Based on 1 x speech module/1 x bed sensor/2 pull cords & 40 minutes on site

Price per unit per annum	
On Site Repair	£

Price per unit per annum	
On Site Repair	£

Based on battery powered smoke detector
Based on battery powered smoke detector

Price per system based on 2 visits per annum	
Call out rate for repairs (per call out)	£
Replacement system	£

INSTALLATION	Half Day Rate	Full Day Rate	Hourly Rate
		£	£

Price per dwelling/connection per annum	
Service level (as outlined in specification, section 5.5)	£

Based on 1 x speech module/1 x bed sensor/2 pull cords & 40 minutes on site

Price per unit per annum	
Back to Base Repair	£

Price per unit per annum	
Back to Base Repair	£

Based on battery powered smoke detector
Based on battery powered smoke detector

Price per unit per annum	
On Site Repair	£

Based on battery powered smoke detector
Based on battery powered smoke detector

Price per system based on 2 visits per annum	
Call out rate for repairs (per call out)	£
Replacement system	£



FRAMEWORK	
INSTALLATION	
Half Day Rate	Full Day Rate
Hourly Rate	

--	--

Price per dwelling/connection per annum	

Based on 1 x speech module/1 x bed sensor/2 pull cords & 40 minutes on site

Price per unit per annum	
On Site Repair	£

Price per unit per annum	
On Site Repair	£

Based on battery powered smoke detector
Based on battery powered smoke detector

Price per system based on 2 visits per annum	
Call out rate for repairs (per call out)	£
Replacement system	£



FRAMEWORK	
INSTALLATION	
Half Day Rate	Full Day Rate
Hourly Rate	

--	--

Price per dwelling/connection per annum	

Based on 1 x speech module/1 x bed sensor/2 pull cords & 40 minutes on site

Price per unit per annum	
On Site Repair	£

[Redacted]

Price per unit per annum

On Site Repair	£	[Redacted]
----------------	---	------------

Based on battery powered smoke detector
Based on battery powered smoke detector

[Redacted]

Price per system based on 2 visits per annum

Call out rate for repairs (per call out)	£	[Redacted]
Replacement system	£	[Redacted]

[Redacted]

[Redacted]

	Half Day Rate	Full Day Rate	Hourly Rate
Price for installation engineer	£	£	£

	Price per dwelling/connection per annum
Service level (as outlined in specification, section 5.5)	£

Based on 1 x speech module/1 x bed sensor/2 pull cords & 40 minutes on site

	Price per unit per annum
Back to Base Repair	£
On Site Repair	£

	Price per unit per annum
Back to Base Repair	£
On Site Repair	£

Based on battery powered smoke detector
Based on battery powered smoke detector

	Price per system based on 2 visits per annum
Servicing only	£
Call out rate for repairs (per call out)	£
Replacement system	£

	Half Day Rate	Full Day Rate	Hourly Rate
Price for installation engineer	£	£	£

	Price per dwelling/connection per annum
Service level (as outlined in specification, section 5.5)	£

Based on 1 x speech module/1 x bed sensor/2 pull cords & 40 minutes on site

	Price per unit per annum
Back to Base Repair	£

On Site Repair	£	
----------------	---	--

Price per unit per annum		
Back to Base Repair	£	
On Site Repair	£	

Based on battery powered smoke detector
Based on battery powered smoke detector

Price per system based on 2 visits per annum		
Servicing only	£	
Call out rate for repairs (per call out)	£	
Replacement system	£	

Lot 2: Install, Servicing/Maintenance and Repair (SOR)

Notes for Bidders:

Bidder must complete if they are bidding for Lot 2 - this is for information only and is not included in evaluation. Members may choose to include any/all of the below items (or their own items) within their individual further competition requirements.

****NOTE: WILL BE SUBJECT TO A CALL OUT FEE**

ADDITIONAL ITEMS (SOR)	Description	Price	Unit	
Cable Damage	All overhead/underground cable damage to be covered	£	per scheme	Based on replacing a cable of 30m in length between 2 properties
Storm Damage	All currently manufactured equipment will be covered when damaged due to storms. This will exclude cables, control centre, fire alarms, door entry (stand-alone)	£	per scheme	15% of the scheme service price
Accidental Damage	Damage to pull cords, speech modules, DECT handsets, radio triggers, neck cords, water damaged equipment.	£	per scheme	10% of the scheme service price
Battery Replacement (pendants)	All pendant batteries to carry a lifetime guarantee	£	per item	Based on replacement pendant
Training Days	Training days on equipment use, telecare, telehealth etc	£	per day	
Full planned maintenance checks	All equipment attached to the scheme will be checked annually (pull cords, speech modules etc)	£	per scheme	Based on a 30 way system
Smoke Detector Maintenance	Maintenance and repair of smoke detectors	£	per item	
Smoke Detector Cleaning Programme	Cleaning of smoke detectors – batteries will be replaced if requested	£	per item	Test and inspection as smoke detectors are sealed units
**Supply and fit smoke detector	Including testing and any required making good to match existing.	£	per item	
Day rate for repairs	undertaking several repairs to a scheme or property over 1 full working day	£	per day	
Hourly rate for engineer to attend property to assist with "digital switchover" requirements	Supporting vulnerable residents to set up any existing equipment on a new required router to support digital switchover.	£	per hour	
**Supply and fit junction box	Including testing and any required making good to match existing.	£	per item	
**Renew fused spur	Including testing and any required making good to match existing.	£	per item	
**Supply and install ceiling pull switch	Including testing and any required making good to match existing.	£	per item	
**Supply and install ceiling pull switch cord only	Including testing and any required making good to match existing.	£	per item	
**Supply and install central receiver and aerial	Including testing and any required making good to match existing.	£	per item	
Supply and install local receiver with pendant	Including testing and any required making good to match existing.	N/A	per item	
**Supply and install dispersed alarm with pendant	Including testing and any required making good to match existing.	£	per item	
**Supply and install pendant trigger	Including testing/programming to system	£	per item	
**Supply and install pendant battery	Including testing/programming to system	£	per item	Based on replacement pendant. P68005/01 @ £37.47 + 1hr
**Supply and fit new speech module	Including testing and any required making good to match existing.	£	per item	
**Supply and fit individual on/off switch	Renew defective switch, including testing and any required making good to match existing.	£	per item	
**Supply and fit new buzzer	Renew defective buzzer, including testing and any required making good to match existing.	£	per item	
Supply and fit individual talk/listen button	Renew defective button, including testing and any required making good to match existing.	N/A	per item	
**Supply and fit master telephone unit	Including testing and any required making good to match existing.	£	per item	
**Supply and fit desktop telephone unit	Including testing.	£	per item	
**Supply and fit power unit	Including testing and any required making good to match existing.	£	per item	
**Supply and fit back up battery - 12v	Including testing.	£	per item	
**Supply and fit "door open" alert	Including testing and any required making good to match existing.	£	per item	
**Refix Equipment	Refix any type of equipment to its original position. Making required connections, testing and making good to existing.	£	per hour	



Lifelines Total		5035					
Lifeline 400(UK) Amie+ NON AWAY	37000/245	368					
Pkd Occupancy Sensor 869	41005/13	3					
Universal Sensor (*^0)	41005/30	3					
Lifeline Connect (UK) AMIE+	52000/340	199					
Lifeline Vi (UK) & MAALB	57000/320	2025					
Lifeline Vi+	57100/320	16					
CO Detector	68005/98	5					
Epilepsy Sensor (869)	69005/11	1					
VDS Smoke Detector (869)	68005/70	30					
Minuet Watch (869) ALB	67605/21	9					
MyAmie (869) ALB C/R	P68005/01	2271					
Care Assist	68100/01	3					
Under Mattress bed pad (White)	D4106009A	6					
Pressure Mat	GS140	4					
Fall Detector (869)	67605/22	92					
							£ 47,856.28

Information as declared by Folkestone & Hythe District Council (May 2022)

Service Agreement

400173