

**Invitation to Tender for the** **Provision of Occupational Healthcare Services**

**Ref: NCITT010**

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**Synopsis:**

NorseCare wishes to engage with suitably qualified bidders on the basis of a new Occupational Healthcare Services Provision.

NorseCare is a Norfolk based care company with approximately 1400 staff members looking for an Occupational Health service for an initial period of 2 years (with the possibility of two year extension) The successful bidder will be required to work with us to provide impartial and professional advice on a range of medical issues. We are looking for a provider that will be able to assess our employees and support us with absence management and complex cases.

**Procurement Information**

**This ITT will be managed by:**

Simon Bullimore MCIPS Rebecca Matthews

Procurement & Contracts Manager HR Manager

NorseCare Ltd NorseCare Ltd

Lancaster House Lancaster House

16 Central Avenue 16 Central Avenue

St Andrews Business Park St Andrews Business Park

Norwich Norwich

NR7 0HR NR7 0HR

Other assessors may be used for specialist areas.

**This ITT will be undertaken in two stages**:

Stage 1 will be a review of quotations (Form E) and demonstrable capability (Form D) based upon proposals submitted against this Tender NCITT0010.

Stage 2 will consist of selected vendors presenting their business and their proposal in response to this ITT to the above named individuals in the form of an on-site presentation at the NorseCare Head Offices in Norwich, Norfolk. Other NorseCare Management may be present for the presentation.

**ITT Scoring Criteria:**

Answers to Demonstrable Capability Questions on Form D – 60%

Price Submission – Form E – 30%

Presentation – 10%

Initial ‘Proposed’ Timetable

ITT Released: 05/12/2017

Deadline for receipt of bids: 09/01/2018

Selection of stage 2 vendors 16/01/2018

Stage 2 Presentations: During w/c 22/01/2018

Contract Award: w/e 01/02/2018

**Forms for completion**

Form A will be Bidder Details and Form B will be the listed Grounds for Exclusion

Form C will be the listed Grounds for Discretionary Exclusion in relation to the Key Criteria.

Form D will be the Demonstrable Capability and Form E the price submission.

Form F will be the confirmation of your willingness to enter into the specified SLA.

Vendors are expected to be available for presentations during w/c 22/01/2018. Failure to comply with this stipulation may lead to proposals being rejected even if selected for stage 2.

Although prices and total cost of ownership will be an important factor when awarding the contract, NorseCare is not obliged by any ruling or regulation to award the bid on the basis of cost alone.

Accordingly, NorseCare reserves the right to evaluate all proposals, negotiate changes in any design or services specification with the company determined to have submitted the proposal that is in the best interest of NorseCare.

It is to be understood that this ITT constitutes specifications only for the purpose of receiving proposals for goods and services and does not constitute an agreement for those services.

**Modification of Proposals**

Proposals shall remain valid for a minimum of two months after submission, modifications will not be accepted after the deadline for submission.

**Method of Submission**

Tenders can be submitted by email to simon.bullimore@norsecare.co.uk

Hard copy Tenders must be returned in a sealed envelope titled NCITT010 ‘DO NOT OPEN’ to the following address:

Mr Simon Bullimore

Procurement & Contracts Manager

NorseCare Ltd

Lancaster House

16 Central Avenue

St Andrews Business Park

Norwich

NR7 0HR

Final proposals for Stage 1 must be received at the postal or e-mail address noted above by no later than midday on 09/01/2018

Tender submissions that are delivered after the time and date stipulated may well be liable to disqualification.

**Tender Queries**

All queries in relation to this tender should be directed in the first instance to Mr Simon Bullimore, using e-mail address simon.bullimore@norsecare.co.uk

**Payment Terms**

Payment terms will be 30 days from receipt of invoice for all services rendered.

**Confidentiality Undertaking**

The vendor understands and agrees that they may be requested at any time during the tender stage to sign a Confidentiality Undertaking Agreement. This agreement can be found as Appendix 1 in this tender.

**Case Studies**

Vendors are required to offer case study evidence in respect to similar projects undertaken. These case studies need to be as relevant as possible but are not expected to be limited to the Care Sector. Please submit case studies as a separate document.

**Company Profile**

The competitor is to detail in their proposal full company details and history, including financial status and current turnover. This should also include contain references for possible investigation prior to contract award.

**Accreditations**

Please state all quality and industry accreditations achieved by your company along with copies of valid certification.

**Public Liability and Indemnities**

The competitor is to include a copy of their Public Liability Insurance Certificate and indemnity offering to NorseCare.

PLEASE NOTE THAT FAILURE TO PROVIDE ANY OF THE REQUESTED INFORMATION MAY RESULT IN YOUR TENDER SUBMISSION BEING DISQUALIFIED.

**Tender Submission Forms**

**For completion by the bidder.**

FORM A – BIDDER INFORMATION

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| Section 1 | Potential supplier information |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status 1. public limited company
2. limited company
3. limited liability partnership
4. other partnership
5. sole trader
6. third sector
7. other (please specify your trading status)
 |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number  |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐No ☐N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the county where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)1. Voluntary Community Social Enterprise (VCSE)
2. Sheltered Workshop
3. Public service mutual
 |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)? | Yes ☐No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company: - Full name of the immediate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:- Full name of the ultimate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significance in control of them.

Please provide the following information about your approach to this procurement:

|  |  |
| --- | --- |
|  | Bidding model |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐No ☐ If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name |  |  |  |  |  |
| Registered address |  |  |  |  |  |
| Trading status |  |  |  |  |  |
| Company registration number |  |  |  |  |  |
| Head Office DUNS number (if applicable) |  |  |  |  |  |
| Registered VAT number |  |  |  |  |  |
| Type of organisation |  |  |  |  |  |
| SME (Yes/No) |  |  |  |  |  |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  |
| The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  |

 |

**Contact details and declaration – For Form A**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |
| --- | --- |
|  | Contact details and declaration |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address  |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

FORM B – GROUNDS FOR EXCLUSION

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit these Parts 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| Section 2 | Grounds for mandatory exclusion |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)** The detailed grounds for mandatory exclusion of an organisation are set out on website https://www.gov.uk, which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation have been convicted anywhere in the world of any of the offences within the summary below and listed on website https://www.gov.uk |
|  | Participation in a criminal organisation.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Corruption.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Fraud.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐No ☐If Yes please provide details at 2.1(b)  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,Identity of who has been convictedIf the relevant documentation is available electronically, please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | Yes ☐No ☐ |
| 2.3(a) | **Regulation 57(3)**Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |
| 2.4  | NorseCare will complete a credit rating check using the EXPERIAN credit check software. A score of 30 or less will result in exclusion from this bid. |  |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

FORM C – GROUNDS FOR DESCRETIONARY EXCLUSION

Please confirm YES or NO as to whether your offering and system architecture can comply with the following:

|  |  |
| --- | --- |
| KEY CRITERIA | YES/NO |
|  |  |
| Localised support  |   |
| A targeted approach to appointment times, report times and response times |   |
| An online system, ideally with an approval process and an ability to easily track cases |   |
| The ability to manage the needle stick injuries process |   |
| Quarterly business review meetings |   |
| The provision of telephone support to senior management and the Human Resources Department during 9:00-17:00 weekdays relating to medical issues of employees, medical retirement, employer’s liability claims, dismissal on medical grounds, industrial injuries and other medical matters. |   |
| Have a comprehensive understanding of upcoming GDPR regulations |   |
|  |  |

**1. DO YOU PROVIDE A 24/7 HELPLINE AS PART OF YOUR CURRENT OFFERING YES/NO**

**(Please note this is not a grounds for discretionary exclusion question)**

**2. DO YOU PROVIDE ANY PROACTIVE RESOURCES (i.e wellbeing) YES/NO**

**(Please note this is not a grounds for discretionary exclusion question)**

**3. DO YOU PROVIDE DRUG AND ALCOHOL TESTING YES/NO**

**(Please note this is not a grounds for discretionary exclusion question)**

**Contact details and declaration – For Forms B and C**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |
| --- | --- |
| Section 1 | Contact details and declaration |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address  |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Consequences of misrepresentation**

If you seriously misrepresent any information in filling in this ITT, and so induce the authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into, you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you will be excluded from further procurements for five years.

FORM D – DEMONSTRABLE CAPABILITY – 60%

Please answer the following questions in order to show demonstrable capability. Please be aware these questions will be scored by the evaluation team using specific descriptors.

### D1.1 **Locations** (8%)

|  |
| --- |
| Please detail where your locations for face to face appointments are likely to be |
| (Maximum 1000 words) Type your response here |

### D1.2 **Needle Stick Injuries** (2%)

|  |
| --- |
| Please confirm your process on needle stick injuries |
| (Maximum 1000 words) Type your response here |

### D1.3 **Case Management Platform** (8%)

|  |
| --- |
| We are ideally looking for an online case management platform, or a system with equal benefits. How do you manage referrals, case tracking and management information?  |
| (Maximum 1000 words) Type your response here |

### D1.4 **Response Times** (8%)

|  |
| --- |
| Please confirm your contact times, appointment times and turnaround times that you would feel happy to include within a Service Level Agreement of the sort likely to be signed if successful. Please note that it is likely your answer to this question will form the basis of a listed KPI within the SLA.  |
| (Maximum 1000 words) Type your response here |

### D1.5 **Training** (3%)

|  |
| --- |
| What support/training do you offer for Managers in regards the requesting of referrals and what guidance do you offer to Managers and users during transition |
| (Maximum 1000 words) Type your response here |

### D1.6 **Service Outsourcing** (3%)

|  |
| --- |
| Is any part of the service provision outsourced and do you use any external clinics/doctors |
| (Maximum 1000 words) Type your response here |

### D1.7 **Triage Procedure and Reports** (5%)

|  |
| --- |
| How are individual cases triaged and what reports do you complete per case? |
| (Maximum 1000 words) Type your response here |

### D1.8 **Contract Implementation** (5%)

|  |
| --- |
| Please detail your proposed implementation/transition plan if awarded this contract and what you will you do to familiarise yourself with our business/job roles if awarded this contract? |
| (Maximum 1000 words) Type your response here |

### D1.9 **Specialist Expertise Options** (5%)

|  |
| --- |
| What specialists/expertise is available? Will there be access to specialist occupational health physician? |
| (Maximum 1000 words) Type your response here |

### D1.10 **GDPR** (3%)

|  |
| --- |
| How does your business protect personal data, giving optimal governance of personal data, handle different types of data streams, minimise risk and uphold the new GDPR regulations? |
| (Maximum 1000 words) Type your response here |

### D1.11 **Management Information** (5%)

|  |
| --- |
| Please detail all the management information you provide and at what intervals. |
| (Maximum 1000 words) Type your response here |

### D1.12 **Night Health Assessments** (5%)

|  |
| --- |
| Do you provide a night health assessment service if needed? |
| (Maximum 1000 words) Type your response here |

FORM E – PRICING 30%

Please submit your prices against the following list of requirements:

**Management Referrals:**

Referred Cases via the OH Case Manager £ \_\_\_\_\_\_\_\_\_\_

(referrals being via telephone or online portal)

Referred Cases via the OH Physician £ \_\_\_\_\_\_\_\_\_\_

(The above prices should not include the cost of further medical evidence (FME)

OH Physician referral cancellation prior to completion £ \_\_\_\_\_\_\_\_\_\_

**Ill Health Retirement Referrals**

Cost of the management of ill health retirement referrals of employees £ \_\_\_\_\_\_\_\_\_\_

(The above prices should not include the cost of further medical evidence (FME)

In the event the above referral is cancelled prior to completion £ \_\_\_\_\_\_\_\_\_\_

**Health Assessment Questionnaires / Night Worker Questionnaires**

Assessment of Online Questionnaires £ \_\_\_\_\_\_\_\_\_\_

Assessment of Paper Questionnaires £ \_\_\_\_\_\_\_\_\_\_

(The above prices should not include the cost of further medical evidence (FME)

**Further Medical Evidence:**

Independent Medical Assessment carried out by your doctor/s £ \_\_\_\_\_\_\_\_\_\_

(this needs to be priced at a fixed rate per IMA)

Reports from the employees General Practitioners £ \_\_\_\_\_\_\_\_\_\_

Reports from the employees specialist consultant/s £ \_\_\_\_\_\_\_\_\_\_

HAVS Assessments £ \_\_\_\_\_\_\_\_\_\_

**Online System/s**

Monthly Charge for the provision of website access £\_\_\_\_\_\_\_\_\_\_\_

**Onsite Clinicians**

Daily charge for the provision of an onsite clinician £ \_\_\_\_\_\_\_\_\_\_\_

**Immunisations/Vaccinations**

Cost per day for an OHA to be onsite £ \_\_\_\_\_\_\_\_\_\_\_

Cost per Hep B Vaccination £ \_\_\_\_\_\_\_\_\_\_\_

Cost per Blood Test £ \_\_\_\_\_\_\_\_\_\_\_

**Further Provisions**

Pre agreed onsite services daily rate £ \_\_\_\_\_\_\_\_\_\_\_

Adhoc onsite services daily rate £ \_\_\_\_\_\_\_\_\_\_\_

Daily rate for the provision of onsite screening unit + OH Technician £ \_\_\_\_\_\_\_\_\_\_\_

**Re-Referrals**

The price for a re-referral to the service provider £ \_\_\_\_\_\_\_\_\_\_\_

(This is based upon an employee being re-referred for the same condition and is expected to be charged at a reduced rate, plus standard FME costs. Cases that relate to a new condition will be expected to be charged at the normal referral rates agreed)

**Re-arrangement Fees**

Cost of re-arrangement of assessments £ \_\_\_\_\_\_\_\_\_\_\_\_

(it is expected that this will only apply to assessments that have to be re-arranged more than once. This charge is to only be charged on the second and subsequent re-arrangements.

Please detail any further/additional costs that may be incurred due to the transfer of medical records from the previous provider, conversion of medical records and storage of such.

Please type here:

Please detail any addition information you feel relevant regards contract pricing and your offering such as workstation assessments, travel expenses, IT consultancy, additional meetings

Please type here:

**Proposed costs will be reviewed on a ‘scenario pricing’ basis, using records kept by NorseCare relating to past services required from an OH provider. Best price from these scenario’s will be given full marks (30) other bids will be given the percentage difference in price against best price, taken away from the 30 marks. Ie 10% more expensive will mean a score of 27.**

Prices will be expected to be fixed for initial two year period.

Appendix 1

**CONFIDENTIALITY UNDERTAKING**

**From**

#  [INSERT NAME]

# (“We”, “Our”, “Us”)

This Undertaking dated \_\_\_\_\_\_\_\_\_\_\_ 2017 will apply to confidential proprietary and technical information of the sort referred to in Part 1 of the Schedule to this Undertaking ("Confidential Information") disclosed or to be disclosed to us by or on behalf of NorseCare Limited ("NCL").

In respect of all Confidential Information released by NCL (including Confidential Information so released prior to the date of this Undertaking) we undertake with NCL as follows (each paragraph to be deemed to be given by us as a separate undertaking):-

1. We will recognise the confidential nature of the Confidential Information.

2. We will respect the confidential nature of the Confidential Information by maintaining the secrecy of the Confidential Information.

3. That the Confidential Information (or any part of it) will not without the prior written consent of NCL, be used by us or on our behalf for any purpose except that set out in Part 2 of the Schedule to this Undertaking.

4. We will not disclose the Confidential Information to others without the prior written consent of NCL and where such disclosure is so authorised we shall first obtain a written undertaking from the person to whom disclosure is to be made substantially in the form of this Undertaking.

5. That the Confidential Information will not be used by us or by any person on our behalf in any way that would be detrimental or harmful to any company within the Norse Group.

6. That NCL retains all intellectual property rights in the Confidential Information at all times and for all purposes including the copyright (or any other intellectual property rights) in materials produced by us relating to the Confidential Information.

7. Forthwith at NCL’ request, we shall ensure the destruction of copies which we may hold of any documents, source codes, data storage media, notes, files or, without limitation, any other documents which we may possess and which contain Confidential Information and to ensure that any such documents which have been disclosed to any third parties have also been so destroyed.

We further agree to fully and promptly indemnify NCL from and against any and all losses incurred by it as a result of any breach of the above undertakings. We acknowledge that any breach by us or anyone on our behalf of the above undertakings may give rise to significant damage to NCL or to the Norse Group, that damages may not be an adequate remedy in consequence thereof, and that NCL (or, as the case may be, the relevant member of the Norse Group) shall be entitled to such equitable remedies as may be appropriate in the event of such breach.

The following information shall not be regarded as Confidential Information to which this Undertaking applies:-

(a) Information which was in or comes into the public domain before or after the date of this Undertaking, otherwise than as a result of a disclosure by us or on our behalf that has not been authorised by NCL;

1. Information which we can establish by documentary evidence was already in our possession at the time of disclosure by or on behalf of NCL otherwise than as a result of a breach of a confidentiality undertaking owed to NCL;

(c) Information which is required to be disclosed pursuant to a legal or regulatory obligation, provided that we shall give NCL as much notice as possible prior to making such disclosure and shall co-operate fully with NCL and use our reasonable endeavours to limit or prevent such disclosures so far as is possible.

For the purposes of this Undertaking the term "Norse Group" shall mean Norse Group Limited and any of its subsidiaries from time to time (as the term subsidiary is defined in Section 1159 of the Companies Act 2006).

English Law shall apply to this Undertaking and the English Courts shall have exclusive jurisdiction in relation to its terms.

Signed by a duly authorised representative for and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE SCHEDULE

Part 1

"Confidential Information" shall mean any information (whether or not marked as “confidential”) relating to any Norse Group company, which is obtained, whether before or after the date of this Undertaking, either in writing or orally or in a visual or electronic form (including, without limitation, in a magnetic or digital form). It includes, without limitation, information relating to the products, designs, customers, markets and market opportunities, business, affairs, services, trade secrets, finances, contractual arrangements, operational procedures, business systems, methods, know-how, future plans, techniques, strategies and processes of NCL (or any member of the Norse Group) and all documents prepared by us (or a permitted third party pursuant to clause 4) which contain or reflect or are generated from this information.

Part 2 - Use of Confidential Information

To enable us to participate in a tendering exercise with NCL and to discuss the possibility of the provision of goods and/or services to NCL (or a member of the Norse Group) in the future.

Appendix 2

NorseCare Residential Establishments

|  |  |  |  |
| --- | --- | --- | --- |
| Ellacombe | Beauchamp House | Bishop Herbert House | Westfields |
| Ella Road,  | Proctor Road,  | 34 Globe Place,  | Westfields Road |
| NORWICH | Chedgrave | Vauxhall St. | SWAFFHAM  |
| NR1 4BP | NORWICH  | NORWICH  | Norfolk |
|   | NR14 6HN | NR2 2SG | PE37 7HE |
|  |  |  |  |
| Burman House | Cranmer House | Harker House | Woodlands |
| Mill Road,  | Norwich Road | Flowerpot Lane | Grimston Road |
| Terrington St John | FAKENHAM  | Long Stratton,  | South Wootton  |
| KINGS LYNN  | NR21 8HR | NORWICH | KING’S LYNN  |
| PE14 7SF |   | NR15 2TS | PE30 3HU |
|  |  |  |  |
|  |  |  |  |
| St Nicholas House | High Haven | Linden Court | Lydia Eva Court |
| Littlefields | Howdale Road | Church Walk,  | Peterhouse Ave |
| Dereham | DOWNHAM MARKET | Watton | Gorleston |
| Norfolk | PE38 9AB | THETFORD  | GT YARMOUTH |
|  NR19 1BG |   | IP25 6ET | NR31 7PZ |
|  |  |  |  |
| Sydney House | Mountfield | Munhaven  | Rebecca Court |
| Brumstead Road | Millcroft,  | Munhaven Close | 9 Staithe Road,  |
| Stalham | NORWICH | Mundesley | Heacham |
| Norfolk | NR3 3LS | NORFOLK | KING’S LYNN  |
|   NR13 9BJ |   | NR11 8AR | PE31 7EF |
|  |  |  |  |
|  |  |  |  |
| Rose Meadow | Bowthorpe Care Village | Springdale | St Edmunds |
| 64 Yarmouth Road | Ladysmock Way | Cucumber Lane,  | Surrogate Street |
| NORTH WALSHAM | Bowthorpe | Brundall | Attleborough |
| NR28 9AU | Norwich | NORWICH  | Norfolk |
|   |   NR5 9BF | NR13 5QY | NR17 2AW |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

NorseCare Housing with Care Establishments

|  |  |  |
| --- | --- | --- |
| Barley Court, Beechcroft, New Costessey, NORWICH, NR5 0RJ | Benjamin Court, Roughton Road, CROMER NR27 0EA | Dell Rose Court, Northfields, NORWICH NR4 7EL |
|  |  |  |
| Green Lane View, St Michael’s Way, AylshamNORWICH NR11 6GA | Harriet Court, Lakenfields, NORWICH NR1 2DG | Laburnum Grove, 48 Laburnum Grove, THETFORD IP24 3HS |
|  |  |  |
| The Lawns, Caister Road, GT YARMOUTH NR30 4DQ | Lisbon Court, Gaylon Road, KING’S LYNN PE30 3FB | Lloyd Court, High Kelling, HOLT NR25 6AE |
|  |  |  |
| Oakes Court, Palmer Way, DOWNHAM MARKET PE38 9UZ | Redmayne View, Mountbatten Drive, Sprowston, NORWICH NR6 7PX | Robert Kett Court, Ethel Gooch Road, WYMONDHAM NR18 0LH |
|  |  |  |
| St Augustine's Place, Addison Road, Gorleston, GT YARMOUTH NR31 0PA | Weavers Court, Mount Street, DISS IP22 4QH |  |

Appendix 3

Expected Supply Level Agreement

Introduction and Scope of Services

This agreement is between [INSERT NAME] whose offices are based at [INSERT DETAILS} for the supply of Occupational Health services to NorseCare Ltd who offices are based at Lancaster House, 16 Central Avenue, St Andrews Business Park, Norwich, NR7 0HR

The services provision to be supplied is set out in within the SLA under the section titled Services, and are referred to as (“the Services”).

Details of fees, costs and expenses which have been agreed following the tender process ref: NCITT010 for the provision of the Services are set out in the Section titled ‘Pricing’ and are referred to as (“the Fees”). The Fees will be fixed for the first two year period and on the basis of contract renewal reviewed at this point only.

Service Delivery

[INSERT NAME] will be expected to be able to deliver this service provision to all of the 23 x NorseCare Residential Care Homes as detailed in Appendix 2 of this SLA.

Confidentiality

[INSERT NAME] employees shall regard NorseCare company business as confidential and shall not disclose to any persons other than that authorised by the NorseCare Procurement & Contracts Manager or the NorseCare HR Manager any information in connection with the provision of the services within this SLA. {INSERT NAME} shall comply to all stipulations and rulings of the Confidentiality Undertaking signed during the tender process.

[INSERT NAME] staff shall not solicit gifts or gratuities from the staff of NorseCare.

Continuous Improvement

NorseCare recognises continuous improvement is an ongoing effort to improve products, services or processes. These efforts can seek “incremental” improvement over time or “breakthrough” improvement all at once. NorseCare expects as a condition of this SLA that [INSERT NAME] will explore methods of continuous improvement in direct relation to this agreement and the products and services it provides NorseCare.

Duration

This SLA and it terms and contents will be in place for two years (24 months) from the date of signatories, with optional extension of a further two years (24 months) at the discretion of NorseCare.

Review Meetings

[INSERT NAME] and NorseCare will meet a minimum of once every 6 (six) months to review performance against this SLA. It is the responsibility of both parties to ensure availability of the relevant staff to attend such reviews.

E-Invoicing

NorseCare operates a system that requires invoices to be sent electronically, [INSERT NAME] will ensure all invoices will quote the relevant purchase order number and be sent to the following e-mail address:

ncl@compleat-einvoicing.com

Variations

Any variations to this SLA must be agreed by both parties and will be added to the agreement by means of an additional Appendix until such time as SLA review and new revision creation. No variation to this SLA can be added without written agreement from both NorseCare and [INSERT NAME].

Terms & Conditions

All services conducted will be under the NorseCare Standard Terms and Conditions attached as Appendix 4.

The Services

[INSERT NAME] will provide managed occupational health (“OH”) to the Client by providing the following Services as set out below: -

1. Chief Medical Officer Advice. The provision of a Chief Medical Officer to advise on health related strategy and policy formulation, develop risk management programmes and ensure medico-legal compliance with applicable regulations.
2. Telephone Support. The provision of telephone support to senior management and the Human Resources Department from 08.30am to 5.30pm during weekdays relating to medical issues of employees, medical retirement, employer’s liability claims, dismissal on medical grounds, industrial injuries and other medical matters.
3. Maintenance of new medical records in accordance with the Data Protection Act.
4. Account Management provided by a nominated Customer Services Manager.
5. Online Case Management IT Platform which provides online management referrals, online questionnaires and online case tracking and management information.
6. Management Referrals.

The Services will include:

* Triage by senior OH clinician
* Telephone contact by OH case manager or referral to OH Physician where appropriate
* Arrangement of independent medical assessments across the UK within the Service Provider’s nationwide network of medical staff
* Liaison with the employee’s GP or consultant specialist where further medical reports are required
* Provision of a report on the employee following the referral of such employee
1. Health assessment screening of health questionnaires with the issue of a “certificate of fitness” or recommendation of appropriate action as a result of their completed health questionnaire. All relevant medical history from the questionnaire will form the basis of the medical record of the employee.
2. Night Worker Questionnaire screening of health questionnaires with the issue of a “certificate of fitness” or recommendation of appropriate action as a result of their completed health questionnaire. All relevant medical history from the night worker health questionnaires will form the basis of the medical record of the employee.
3. Primary Care & Wellbeing Services; Consultation with a General Practitioner based in […. Clinic / Onsite] which will be Full / Part funded by the Client,
	1. Consultations only will be paid for by ………
	2. All other tests, prescriptions or treatment will be paid for by ……………..

Pricing

Prices for all core services supplied by [INSERT NAME] are fixed for the full 2 year duration of this SLA. Any new or non core services required by NorseCare will be bought exclusively through [INSERT NAME] on the basis that such required services can be supplied at competitive market rates.

*{INSERT AGREED PRICES}*

Payment Terms

Payment terms will be 30 days from receipt of a valid invoice clearly stating the NorseCare Purchase Order Number and agreed prices. All invoices must be sent electronically to the NorseCare COMPLEAT P2P system. Any deviation from this of error on any invoice will lead to delays in payment.

Corporate Social Responsibility

[INSERT NAME] operations in relation to this SLA will be in-line with accepted and recognised CSR policies

Termination

This contract can be terminated by either party only by serving 6 months written notice to the other party. For greater certainty, neither party shall be entitled to any additional amounts or compensations in the event that the agreement is terminated.

Either party shall have the right to terminate this agreement immediately and without liability for compensation or damages on the happening of any of the following:

1. If either party commits a serious breach or breaches of any provision of this agreement or the confidentiality undertaking.
2. If a serious lack of service levels is highlighted and not remedied within a 4 week period from the point of notification.
3. If one of the parties to this agreement becomes insolvent, bankrupt, has a receiving order made against it, makes any arrangement with creditors generally or takes or suffers any similar action as a result of debt.
4. If any part of this agreement is found to be false or incorrectly misrepresented during any time of the agreement or tender phase.
5. If either party continually breaches any part of this SLA that has attempted to be remedied by the other party.

Disputes

The parties will work together to resolve any disputes arising from the servicing of this contract in an amicable way. The parties may agree procedures and protocols for dispute resolution from time to time. Both parties reserve the right to contact any legal authority in order to seek advice regarding contractual disputes and this agreement does not seek to clarify the manner in which they would be resolved.

Volume of Work

No guarantees of volumes of work to be carried out under this SLA are given. All information given is provided for guidance only.

Equalities

[INSERT NAME] agrees that there shall be no discrimination by it against any person with respect to opportunity for employment or conditions of employment, because of age, culture, disability, gender, marital status, race, religion or sexual orientation. [INSERT NAME] shall in all matters arising in the performance of this SLA comply with the provisions of the Sex Discrimination act 1975 and the Disability Discrimination Act 1995 and any regulations made there under. [INSERT NAME] shall in all matters arising in the performance of this SLA comply with the provisions of the Employment Equality (Age) Regulations 2006. [INSERT NAME] must comply with the provisions of the Race Relations Act 1976 and the Race Relations (Amendment) Act 2002 and shall ensure that they perform their responsibilities under this contract with due regard to the need to eliminate unlawful racial discrimination, and to promote equality of opportunity and good relationships between different racial groups.

Corruption

NorseCare shall be entitled to cancel this SLA, and recover any resulting loss from [INSERT NAME], if [INSERT NAME], or any of [INSERT NAME]’s employees or agents with or without [INSERT NAME]’s knowledge, has (i) Offered, given, or agreed to give any person any gift or consideration of any kind (a) as an inducement or reward for doing or not doing anything in relation to the obtaining or carrying out of this SLA or any other contract with NorseCare (b) for showing or not showing favour or disfavour to any person in relation to this SLA, or any other contract with the Consortium; and/or (ii) committed an offence under the Prevention of Corruption Acts 1889 to 1916, or given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

Protection of Children Act 1999

Neither [INSERT NAME] nor any sub-contractors are to have direct contact with children during any delivery of the services under this SLA or at any NorseCare establishment. [INSERT NAME] shall ensure that those engaged in undertaking the duties under this SLA including employees, servants, agents and others are of suitable standing and good character.

[INSERT NAME] shall take all reasonable measures when recruiting and monitoring staff to ensure compliance with the above requirements.

General Data Protection Regulation (GDPR)

{INSERT NAME] will ensure they have complete and mature data governance in place in-line with the General Data Protection Regulations. [INSERT NAME] will ensure their entire data process management approach is in a correct state in order to become compliant and mitigate reputational and financial risks and indemnify NorseCare against fines and penalties as well as reputational and geographical risk.

Observance of Statutory Requirements

[INSERT NAME] shall comply with all statutory and other provisions (including health and safety legislation) to be observed and performed in connection with this SLA and shall indemnify NorseCare against any breach thereof and in particular [INSERT NAME] shall indemnify in full NorseCare Ltd, its servants and agents against any and all actions, claims, demands, proceedings, damages, costs, charges, expenses and fines whatsoever arising out of [INSERT NAME]’s failure to comply with its obligations.

[INSERT NAME] will guarantee that the services comply in all respects with all the relevant requirements of any statute, Statutory Rule or order or other instrument having the force of law or Code of Practice, which may be in force during the SLA period.

Notwithstanding the above provisions, [INSERT NAME] shall ensure that all staff and other personnel engaged in delivering the services are competent and suitably trained to carry out their duties.

Transfer of Contract

[INSERT NAME] shall be prohibited from transferring or assigning directly or indirectly to any person or persons whatsoever the whole or any portion of the SLA without the written permission of NorseCare Ltd. This includes any sub-letting which may be customary in the industry concerned.

Governing Law

This SLA will be governed under English Law. The SLA will be executed in duplicate and each copy signed by both parties. Each party confirms that a duly authorised officer of their company will be responsible for implementing and monitoring the commitments made.

Notices

During the SLA period notices and communications will be expected using electronic e-mail.

Entire Agreement

This document constitutes the entire agreement and is considered as agreed upon based on the completion of the signatories section.

Undertakings

[INSERT NAME] confirms it has the authority and right under law to enter into and to carry out its obligations and responsibilities under this agreement and to provide the services agreed.

Insurance

[INSERT NAME] confirms it has the appropriate Public Liability coverage of no less than £5,000,000

[INSERT NAME] confirms it has the appropriate Employers Liability coverage of no less than £10,000,000

Modern Day Slavery Act 2015

By signing this SLA, [INSERT NAME] acknowledges to be aware of the Modern Day Slavery Act 2015 and confirms all possible actions have been taken within its business and supply chain to adhere to the requirements of the act.

Key Performance Indicators

The following performance measurements will be in place during the duration of this SLA and during contract review meetings will be discussed and measured.

{*To be added at a later date and in agreement of both parties*]

Signatures

On behalf of NORSECARE Ltd On Behalf of [INSERT NAME]

Signed............................................................... Signed..............................................................

Name: Simon Bullimore Name:………………………………………………………..

Position: Procurement & Contracts Manager Position……………………………………………………..

Date......................................................... Date...............................................................

 Appendix 1

Confidentiality Undertaking

**From**

 **[INSERT NAME]**

**(“We”, “Our”, “Us”)**

This Undertaking dated ??????? will apply to confidential proprietary and technical information of the sort referred to in Part 1 of the Schedule to this Undertaking ("Confidential Information") disclosed or to be disclosed to us by or on behalf of NorseCare Limited ("NCL").

In respect of all Confidential Information released by NCL (including Confidential Information so released prior to the date of this Undertaking) we undertake with NCL as follows (each paragraph to be deemed to be given by us as a separate undertaking):-

1. We will recognise the confidential nature of the Confidential Information.

2. We will respect the confidential nature of the Confidential Information by maintaining the secrecy of the Confidential Information.

3. That the Confidential Information (or any part of it) will not without the prior written consent of NCL, be used by us or on our behalf for any purpose except that set out in Part 2 of the Schedule to this Undertaking.

4. We will not disclose the Confidential Information to others without the prior written consent of NCL and where such disclosure is so authorised we shall first obtain a written undertaking from the person to whom disclosure is to be made substantially in the form of this Undertaking.

5. That the Confidential Information will not be used by us or by any person on our behalf in any way that would be detrimental or harmful to any company within the Norse Group.

6. That NCL retains all intellectual property rights in the Confidential Information at all times and for all purposes including the copyright (or any other intellectual property rights) in materials produced by us relating to the Confidential Information.

7. Forthwith at NCL’ request, we shall ensure the destruction of copies which we may hold of any documents, source codes, data storage media, notes, files or, without limitation, any other documents which we may possess and which contain Confidential Information and to ensure that any such documents which have been disclosed to any third parties have also been so destroyed.

We further agree to fully and promptly indemnify NCL from and against any and all losses incurred by it as a result of any breach of the above undertakings. We acknowledge that any breach by us or anyone on our behalf of the above undertakings may give rise to significant damage to NCL or to the Norse Group, that damages may not be an adequate remedy in consequence thereof, and that NCL (or, as the case may be, the relevant member of the Norse Group) shall be entitled to such equitable remedies as may be appropriate in the event of such breach.

The following information shall not be regarded as Confidential Information to which this Undertaking applies:-

(a) Information which was in or comes into the public domain before or after the date of this Undertaking, otherwise than as a result of a disclosure by us or on our behalf that has not been authorised by NCL;

1. Information which we can establish by documentary evidence was already in our possession at the time of disclosure by or on behalf of NCL otherwise than as a result of a breach of a confidentiality undertaking owed to NCL;

(c) Information which is required to be disclosed pursuant to a legal or regulatory obligation, provided that we shall give NCL as much notice as possible prior to making such disclosure and shall co-operate fully with NCL and use our reasonable endeavours to limit or prevent such disclosures so far as is possible.

For the purposes of this Undertaking the term "Norse Group" shall mean Norse Group Limited and any of its subsidiaries from time to time (as the term subsidiary is defined in Section 1159 of the Companies Act 2006).

English Law shall apply to this Undertaking and the English Courts shall have exclusive jurisdiction in relation to its terms.

Signed by a duly authorised representative for and on behalf of [INSERT NAME]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix 2

NorseCare Residential Care Homes List

|  |  |  |  |
| --- | --- | --- | --- |
| Ellacombe | Beauchamp House | Bishop Herbert House | Westfields |
| Ella Road,  | Proctor Road,  | 34 Globe Place,  | Westfields Road |
| NORWICH | Chedgrave | Vauxhall St. | SWAFFHAM  |
| NR1 4BP | NORWICH  | NORWICH  | Norfolk |
|   | NR14 6HN | NR2 2SG | PE37 7HE |
|  |  |  |  |
| Burman House | Cranmer House | Harker House | Woodlands |
| Mill Road,  | Norwich Road | Flowerpot Lane | Grimston Road |
| Terrington St John | FAKENHAM  | Long Stratton,  | South Wootton  |
| KINGS LYNN  | NR21 8HR | NORWICH | KING’S LYNN  |
| PE14 7SF |   | NR15 2TS | PE30 3HU |
|  |  |  |  |
|  |  |  |  |
| St Edmunds | High Haven | Linden Court | Lydia Eva Court |
| Surrogate Street | Howdale Road | Church Walk,  | Peterhouse Ave |
| Attleborough | DOWNHAM MARKET | Watton | Gorleston |
| NORFOLK | PE38 9AB | THETFORD  | GT YARMOUTH |
|  NR17 2AW |   | IP25 6ET | NR31 7PZ |
|  |  |  |  |
| St Nicholas House | Sydney House | Munhaven  | Rebecca Court |
| Littlefields | Brumstead Road | Munhaven Close | 9 Staithe Road,  |
| Dereham |  Stalham | Mundesley | Heacham |
| NORFOLK | NORFOLK | NORFOLK | KING’S LYNN  |
|   NR19 1BG |   NR12 9BJ | NR11 8AR | PE31 7EF |
|  |  |  |  |
| Rose Meadow | Bowthorpe Care Village | Springdale |  |
| 64 Yarmouth Road | Ladysmock Way | Cucumber Lane,  |  |
| NORTH WALSHAM | Bowthorpe | Brundall |  |
| NR28 9AU | Norwich | NORWICH  |  |
|   |   NR5 9BF | NR13 5QY |  |
|  |  |  |  |
|  |  |  |  |

NorseCare Housing with Care Establishments

|  |  |  |
| --- | --- | --- |
| Barley Court, Beechcroft, New Costessey, NORWICH, NR5 0RJ | Benjamin Court Roughton Road, CROMER NR27 0EA | Dell Rose Court, Northfields, NORWICH NR4 7EL |
|  |  |  |
| Green Lane View, St Michael’s Way, AylshamNORWICH NR11 6GA | Harriet Court, Lakenfields, NORWICH NR1 2DG | Laburnum Grove, 48 Laburnum Grove, THETFORD IP24 3HS |
|  |  |  |
| The Lawns, Caister Road, GT YARMOUTH NR30 4DQ | Lisbon Court, Gaylon Road, KING’S LYNN PE30 3FB | Lloyd Court, High Kelling, HOLT NR25 6AE |
|  |  |  |
| Oakes Court, Palmer Way, DOWNHAM MARKET PE38 9UZ | Redmayne View, Mountbatten Drive, Sprowston, NORWICH NR6 7PX | Robert Kett Court, Ethel Gooch Road, WYMONDHAM NR18 0LH |
|  |  |  |
| St Augustine's Place, Addison Road, Gorleston, GT YARMOUTH NR31 0PA | Weavers Court, Mount Street, DISS IP22 4QH |  |

Appendix 3

Norse Group Supplier Code of Conduct

Unique, driven and successful, the Norse Group brings together NPS (property consultancy), NorseCare (facilities management) and care provider, NorseCare to deliver services to millions of people across the UK. The group collectively purchases millions of pounds of a wide and varied range of goods, services and works.

The Norse Way is a single group wide strategy covering our four core group values;

Quality Innovation Respect Trust

These guide our business, drive our behaviours at work, give us more opportunities to participate and make a positive difference to our people, business and society.

Norse Group is committed to high standards of social and environmental responsibility and ethical conduct. In turn Norse expects the same of its suppliers and their supply chains.

This Code of Conduct sets out the minimum standard of business behaviour that Norse expects of its suppliers. To ensure they act in a way that is ethical, corporately responsible and compliant with applicable laws and regulations.

Norse also expects suppliers to apply these standards to their own supply chain and to:

* demonstrate their commitment to the principals of this code
* have processes in place to ensure that they comply with the principals of this code
* allow Norse the right to conduct visits and audits to ensure compliance with the principals of this code.

**Human and Labour Rights**

The Norse Group recognises the principles set out in:

* United Nations Universal Declaration of Human Rights and the UN Global Compact initiative.
* The International Labour Organisation’s standards regarding child labour and minimum age

and expects all our suppliers to respect and protect these principles, in particular we expect our suppliers to share this commitment and specifically meet the following:

* **Child labour:** We are opposed to the use of any form of Child Labour or practices that inhibit the development of children. Suppliers must comply with all child labour laws and should not employ anyone under the age of 15, or where it is higher, the mandatory school-leaving age in the local country.
* **Forced Labour:** We believe that employment should be freely chosen and therefore suppliers should not use any form of forced, involuntary or debt-bonded labour. People must be free to terminate their employment in accordance with established laws, regulations and rules. Workers should not be mandated to hand over passports, government issued identification or work permits as a condition of employment. We will monitor our supply chains to ensure our obligations within the Modern Day Slavery Act 2015 are met and expect our suppliers to do the same.
* **Freedom of Association:** We recognise the importance of open communication and direct engagement between workers and management and expects its suppliers to do the same. The rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal must be respected. Suppliers are expected to observe the legislation in each country regarding collective representation.
* **Pay and Benefits:** As a minimum we expect our suppliers to comply with all national regulations on pay and benefits.
* **Working hours:** We expect our suppliers to comply with national regulations on working hours. Employees should have annual leave provision.
* **Fair Treatment and Equal Opportunity:** We expect our suppliers to provide equality of opportunity regardless of race, colour, gender, religion, nationality, sexual orientation, age or disability. Suppliers are expected to support equal pay for work of equal value.
* **Respectful Workplace:** Our suppliers must treat all workers with respect and dignity. No workers shall be subject to discrimination and intimidation including all forms or threats of physical, sexual, psychological or verbal harassment or abuse

We will not knowingly do business with any individual, company or organisation that violates these standards and principals of basic human rights, or has links with an oppressive regime that gives us cause for concern.

**Health and Safety**

We expect our suppliers to provide their workers with a clean, safe and healthy work environment and in addition to make provision for the health, safety and welfare of contractors, visitors and those in the community who may be effected by their activities. Our suppliers must understand the health and safety risks of their activities, comply with the legally mandated standards in the countries in which they operate and apply the appropriate good health and safety management systems, training and practices in all they do.

**Environment**

We aim to reduce our effect on the environment and minimise our use of energy and resources and expect our suppliers to do the same in their businesses and throughout their supply chains through the use of processes and materials that support sustainability and compliance with environmental laws in the countries in which they operate.

**Ethical**

We are committed to the highest standards of integrity, honesty and openness and professionalism in all our activities. Suppliers to the Norse Group must not offer gifts or favours to its employees that may be seen as an attempt to influence business decisions. All suppliers must conduct their business to a high ethical standard and comply with relevant legislation on bribery, corruption and prohibited business practices.

Appendix 4 **NORSECARE STANDARD TERMS OF CONTRACT**

1. **INTERPRETATION**
	1. In this Contract unless the context otherwise requires:

'Authorised Officer' means an officer of NorseCare Limited authorised by NorseCare Limited (generally or specifically) to approve an Official Order whether by signature or through NorseCare electronic authorisation process.

'Conditions' means the terms and conditions of purchase set out in this document.

‘Confidential Information’ means all information disclosed by either Party to the other in any form or manner, provided that each such item of information would appear to a reasonable person to be confidential or is specifically stated by the disclosing party to be confidential.

'Contract' means the Official Order, any tender documentation, these Conditions and any Special Conditions of Contract attached to or mentioned in the Official Order.

'NC' means NorseCare Limited.

'Goods' mean any goods, articles, materials or things which are the subject of the Contract.

'Goods/ Services' means the Goods and or Services which are the subject of the Contract, as the context requires.

'Official Order' means NorseCare order form, approved by an Authorised Officer.

'Parties' means NorseCare and the Supplier.

'Price' has the meaning given at Clause 6.

'Services' mean any services or work which are the subject of the Contract.

'Special Conditions' mean the special terms and conditions of purchase attached to or mentioned in the Official Order.

'Supplier' means the person, firm or company to whom the Official Order is addressed.

* 1. The headings in this Contract are included for convenience only and will not affect the construction or interpretation of this Contract.
	2. Where any Special Conditions are inconsistent with these Conditions the Special Conditions will have precedence.
1. **THE CONTRACT**

2.1 The Supplier agrees to supply the Goods/ Services specified in the Contract at the time or times and in the quantities and manner specified in the Contract.

2.2 NorseCare agrees to pay the Price for the Goods/ Services in the manner and time set out in the Contract.

1. **DELIVERY/ COMPLETION**

3.1 The Goods will be properly packed, secured and sent at the Supplier's expense and will be delivered in good condition at the time or times and the place or places set out in the Contract.

3.2 The Services will be supplied and completed in accordance with the requirements and time-scales set out in the Contract.

1. **LATE DELIVERY**

If:

1. the Supplier is unable to deliver the Goods or supply the Services (or any part of them) when required by the Contract (or where no time is specified, within a reasonable time), the Supplier will immediately inform the Authorised Officer;
2. the Goods are not delivered or the Services are not supplied (or any part of them) by the time or times set out in the Contract (or where no such time is specified, within a reasonable time;

NorseCare may cancel the Contract immediately by giving the Supplier notice in writing. NorseCare may have the Goods/ Services supplied by a reasonable alternative supplier. The Supplier will be liable for any loss, damage or expense incurred by NorseCare (whether direct or indirect) as a result of any failure to deliver or supply in accordance with the Contract. This Clause will not affect any other rights that NorseCare may have under this Contract or otherwise.

1. **QUALITY**
	1. The Goods/ Services will:
2. comply with the Conditions and any Special Conditions of the Contract;
3. be fit for the purpose or purposes made known to the Supplier expressly or by implication and in this respect NorseCare relies on the skill and judgement of the Supplier;
4. comply with any legislation and any standard required by any applicable European and British standards specification or code of practice current at the date of the Contract;
5. **PRICE**

6.1 The Price of the Goods/ Services supplied under the Contract will be the price given in the Contract. The Price so entered will be binding on both parties during the continuance of the Contract.

1. **METHOD OF ORDERING AND PAYMENT FOR GOODS/ SERVICES**

7.1 NorseCare will not be liable to pay for Goods/ Services unless requisitioned by an Official Order.

7.2 NorseCare will pay any invoice issued under Clause 8 within 30 days of receipt of an undisputed invoice or 30 days from delivery of the Goods or completion of the supply of the Services whichever is later.

7.3 Subject to Clause 16, NorseCare will make payment direct to the Supplier or his/ her lawful attorney or a legal equitable assignee of the Contract but not to any agent of the Supplier, nor to a sub-contractor.

1. **INVOICES**

8.1

1. Goods

The Supplier will send with the Goods an invoice or delivery note quoting the relevant Official Order number and setting out particulars of the Goods delivered. NorseCare will not accept Goods unless they are accompanied by such a prominently displayed invoice or delivery note.

1. Services

The Supplier will send an invoice once the Services have been supplied in accordance with the Contract. The invoice will quote the Official Order number and set out details of the Services supplied.

8.2 NorseCare will not make payment unless an invoice in the form set out in Clause 8.1 above is received. Unless otherwise agreed, the Supplier will submit separate invoices for all the Goods delivered or Services supplied to NorseCare establishments to the relevant Department quoting the relevant Official Order number and setting out particulars of the Goods/ Services delivered or supplied as specified on the Official Order.

1. **OWNERSHIP AND RISK**

9.1 Ownership of Goods/ Services will pass to NorseCare when they have been delivered or supplied in accordance with the Contract and the Supplier will bear all the risks of loss or damage to the Goods/ Services until they have been delivered and will insure accordingly.

1. **ROYALTIES AND PATENT RIGHTS**

10.1 The Supplier will pay all royalties on patented articles, all Value Added Tax, import duty and other taxes.

10.2 All payments and royalties payable in one sum or by instalments or otherwise are deemed to have been included by the Supplier in the prices named in his/ her tender or quotation, and will be paid by him/ her to those to whom they may be due or payable.

10.3 The Supplier warrants that neither the Goods/ Services nor use of them will infringe any patent registered design trademark or copyright or other protected right and will fully indemnify NorseCare against any action, claim or demand costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any such right.

10.4 In the event of any claim being made or action brought against NorseCare in respect of any of the matters set out at 10.1, 10.2 or 10.3, NorseCare agrees to notify the Supplier immediately and the Supplier will, at his/ her sole expense, conduct all negotiations for the settlement of the same, or any litigation that may arise therefrom.

1. **USE OF INFORMATION**

11.1 Each Party will keep the other's Confidential Information confidential unless:

* + 1. the Confidential Information was already lawfully known, or became lawfully known to that Party independently;
		2. the Confidential Information is in, or comes into, the public domain other than due to wrongful use or disclosure by NorseCare or Supplier;
		3. disclosure or use of the Confidential Information is necessary to carry out the Contract;
		4. disclosure is required by law including but not limited to under the Freedom of Information Act 2000 (‘the FOIA’) or disclosure is permitted by the Human Rights Act 1998.

11.2 The Supplier will note and facilitate NorseCare compliance with the FOIA or any statutory modification or re-enactment or any related guidelines or codes of practice.

11.3 In the event that NorseCare is required to provide information to a person as a result of a request made to it under the FOIA, NorseCare will adhere to the requirements of the FOIA in disclosing information relating to the Contract and the Supplier.

11.4 The Supplier will assist NorseCare at no additional charge in meeting any requests for information in relation to the Contract which are made to NorseCare in connection with the FOIA. NorseCare may, from time to time, serve on the Supplier an information notice requiring the Supplier within such time and in such form as specified in the information notice, to supply to NorseCare such information as NorseCare may reasonably require relating to such requests for information. The Supplier agrees to comply with any such notice.

11.5 Any drawings, specifications, diagrams, computer programmes, tools, materials or any other equipment or information acquired from NorseCare will only be used for the purpose for which they are supplied and will not be divulged, copied or transmitted to third parties without the prior written consent of the Authorised Officer. Such items remain the property of NorseCare and will be returned in good condition (fair wear and tear excepted) on completion of the Contract.

1. **OWNERSHIP OF RESULTS**

12.1 If the Contract involves design and/or development work and/or results in the creation and/or maintenance of a database:

1. All rights in the results of work arising out of or deriving from the Contract, including inventions, designs, databases, copyright and knowledge will be the property of NorseCare and NorseCare will have the sole right to determine whether any letters patent, registered design, trademark or other protection will be sought.
2. The Supplier will ensure that all technical information (including computer programs and programming information) arising out of or deriving from the Contract which is Confidential Information is held in strict confidence except for any such information which becomes public knowledge other than by breach of this Contract or which is disclosed in accordance with Conditions 11.1.1 to 11.1.4.
3. **REJECTION AND REPLACEMENT**

13.1 If in the opinion of the Authorised Officer, the Goods delivered or Services supplied are not in accordance with the specification in the Contract or are in any way faulty or sub-standard then NorseCare will be entitled to reject the Goods/ Services. NorseCare will give the Supplier a reasonable opportunity to replace the Goods/ Services with Goods/ Services which do comply with the Contract and if Contract compliant Goods/ Services are not supplied in that time, NorseCare will be entitled to cancel the Contract (by giving notice in writing) and buy the nearest equivalent Goods/ Services elsewhere. This right of rejection and cancellation does not affect any other rights that NorseCare may have under the Contract or general law.

13.2 Should any faults develop within a period of twelve months from the date of delivery of Goods or completion of supply of Services which are in the opinion of the Authorised Officer directly attributable to inferior workmanship or faulty materials the Supplier will at his/ her own expense be required to make good or replace immediately the defective parts or work to the satisfaction of the Authorised Officer.

1. **REMOVAL OF REJECTED GOODS**

14.1 Any Goods which are rejected under Condition 13 will be removed by and at the expense of the Supplier immediately after receipt of notice of such rejection and if not removed within ten working days after despatch of such notice the Authorised Officer may cause the Goods to be removed, sold, or otherwise disposed of and charge the Supplier with all expenses incurred in such removal, sale or disposal and NorseCare will not be liable for any damage or loss thereby sustained by the Supplier and such expenses will be recoverable by NorseCare from the Supplier.

1. **INDEMNITY AND INSURANCE**

15.1 The Supplier undertakes to indemnify NorseCare from and against any and all actions, costs (including professional costs), claims, demands, liabilities, losses and expenses (whether direct or indirect, present or future, actual or contingent) incurred by or arising against NorseCare in connection with any of the following:

(a) any failure of the Goods/ Services to comply with the Conditions and any Special Conditions set out in the Contract;

(b) any actual or alleged non-compliance of the Goods/ Services with any law, regulation, code of practice or regulatory requirement (whether of the United Kingdom or elsewhere) which is applicable to the Goods/ Services;

(c) any personal injury to or death of any person or any damage to any property (other than as a result of any default or neglect of NorseCare or of any person for whom it is responsible) which arises out of the negligent or imperfect or improper performance of the Contract by the Supplier or his/ her workmen, servants or agents, or any actual or alleged defect in the Goods/ Services supplied;

(d) any claim against NorseCare by any third party as a result of any breach by the Supplier of the Contract or any obligations implied on the Supplier's part by the Sales of Goods Act 1979, the Supply of Goods and Services Act 1982 or any other stature or statutory provision relevant to the Contract or the Goods/ Services supplied under it.

15.2 Before entering into the Contract, the Supplier will take out insurance (with a reputable insurer) and during the continuance of the Contract and for twelve months after it will maintain such insurance against all the liabilities, payments, proceedings, costs, charges, damages, expenses, claims, and demands referred to in the Contract (including public liability insurance of at least £5 million (five million pounds sterling) per claim in relation to a Contract for Services involving works and £2 million (two million pounds sterling) per claim for other Contracts) and will when required produce to the Authorised Officer the policy, or policies of such insurance together with the receipt for the payment of the last premium in respect thereof.

1. **ASSIGNMENT OR SUB-CONTRACTING**

16.1 The Supplier will not transfer or assign directly or indirectly to any person or persons whatever, the whole or any portion of the Contract without the written permission of NorseCare. Sub-contracting other than that which may be customary in the trade concerned is prohibited unless the written consent of NorseCare is first obtained. The Supplier will be responsible for the observance of all the provisions of the Contract by all sub-contractors and by manufacturers and suppliers of Goods used in the execution of the Contract.

1. **IMPROPER INDUCEMENT OR REWARD**
	1. The Supplier or any person employed by the Supplier or acting on the Supplier's behalf whether or not to the Supplier's knowledge, must not, in connection with this Contract, give, provide or offer to NorseCare staff or agents or any other person any loan, fee, reward, gift or any emolument or advantage whatsoever as an inducement or reward fortaking or not taking any action in relation to the Contract or any other contract with NorseCare.
2. **TERMINATION OF THE CONTRACT**

18.1 NorseCare may (without prejudice to any other rights or remedies under the Contract including other rights to terminate the Contract) terminate the Contract immediately (by giving written notice) if the Supplier:

(a) breaches or fails to observe any provision of this Contract, where NorseCare has given written notice of the breach or non-observance to the Supplier allowing 14 days from receipt of the notice to rectify the breach or non-observance and the breach or non-observance is not rectified (either fully or at all) in that time;

(b) becomes insolvent or bankrupt or if an order is made or a resolution is passed for its winding up or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Supplier's assets or business or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

(c) causes or commits a breach of Clause 17 of the Conditions or commits an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972 in relation to any contract with NorseCare.

(d) has committed a fundamental breach of the Contract which in NorseCare reasonable opinion justifies immediate termination of the Contract.

18.2 Any termination under either Clause 18.1 or any other Clause of the Contract, will be without prejudice to the rights of NorseCare in respect of any prior breach by the Supplier of the Contract.

1. **MATTERS BEYOND A PARTY'S CONTROL**

19.1 If either Party is prevented from fulfilling its obligations under the Contract by reason of any supervening event beyond its control including (but not limited to) war, national emergency, flood, earthquake, strike or lockout (other than a strike or lockout induced by the Party so affected) the Party unable to fulfil its obligations will immediately give notice of this to the other Party and will do everything in its power to resume performance.

19.2 Neither Party will be deemed to be in breach of its obligations under the Contract in the circumstances set out in Clause 19.1, subject to the terms set out in that Clause.

19.3 If and when the period of such incapacity exceeds two weeks, then the Contract will automatically terminate unless the Parties first agree otherwise in writing.

1. **SERVICE OF NOTICES**

20.1 Any notice to the Supplier will be deemed to be sufficiently served if given or left in writing at his/ her usual or last place of abode or business and proof of postage of any notice of the Supplier at his/ her usual or last place of abode or business will be sufficient evidence of its receipt by him/ her.

1. **THIRD PARTIES**

21.1 This Contract does not confer on any third party the right to enforce any term of the Contract.

1. **DISPUTE RESOLUTION**

22.1 If any dispute or difference whatsoever arises between the parties in connection with or arising out of the Contract, either party may give the other seven days’ notice to resolve the dispute or difference through Alternative Dispute Resolution (ADR) in accordance with the mediation procedure of the Centre for Effective Dispute Resolution. If the parties fail to agree terms of settlement of their dispute or difference within 56 days of the receipt of such notice or the party to whom the notice isgiven refuses to participate in the ADR procedure then the matter may be referred to the Courts of England.

1. **HEALTH AND SAFETY**

23.1 The Supplier will comply with all legal requirements within the Health and Safety at Work Act 1974 and any regulation or order made under it and any statutory amendment to it and any legal requirements of the European Union and international agreements applicable to the Goods and/ or Services.

23.2 The supplier will comply with all relevant legal requirements of Environmental Health and Trading Standards legislation as applicable to the Goods and/or Services supplied.

1. **COMPLIANCE WITH LAWS AND POLICIES**

24.1 In performing its obligations under the Contract, the Supplier shall comply with:-

1. all applicable laws, statutes and regulations from time to time in force including, but not limited to, the Data Protection Act 1998, the Bribery Act 2010, the Equality Act 2010 and the Modern Slavery Act 2015;
2. the Norse Group Sustainable Procurement Policy;
3. other relevant Norse policies as may be published on the corporate website and e-tendering portal.

24.2 The Supplier shall notify NorseCare as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.

**FORM F Conditions of Service Level Agreement**

|  |  |
| --- | --- |
| **F1.1 Answer yes or no** |  **Yes / No**  |
| We are willing to enter into Service Level Agreement in accordance with the specified terms and conditions, without modification. |   |

Please note if you are unwilling to enter into the proposed Service Level Agreement please state your reasons below. This will not at this stage effect your chances of success with this tender.

Please type here:

Final Checklist

Please make sure you have:

* Completed Form A and the declaration
* Completed Forms B and C and the declaration
* Completed Form D and answered all questions
* Completed Form E
* Completed Form F
* Submitted separate case study evidence
* Submitted copies of relevant accreditations
* Submitted Company Profile and business references
* Submitted insurance documents
* Signed your confirmation of adherence to the proposed Service Level Agreement.

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