



Crown  
Commercial  
Service

**SECRETARY OF STATE FOR THE HOME DEPARTMENT**

**- and -**

**Thomas Kneale & Co Limited**

**CONTRACT**

**relating to**

**RM5372 SO9018 Provision of Custody Suite Bedding**

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THIS CONTRACT is made on the 15<sup>th</sup> day of June 2015

**BETWEEN**

- (1) The Secretary of State for the Home Department represented by the National Custody Review Group, Home Office Border Force Operational Support, 2nd Floor, Seacole Building, 2 Marsham Street, London SW1P 4DF (the “**CUSTOMER**”); and
- (2) Thomas Kneale & Co Limited, a company registered in England under company number 454128 and whose registered office is at Edwards Veeder LLP, Alex House, 260/8 Chapel Street, Salford, M3 5JZ (the “**SUPPLIER**”).

BACKGROUND

- (A) The Supplier submitted a Proposal on 8<sup>th</sup> day of May 2015.
- (B) This Contract has been awarded following evaluations as per the advertised criteria at Schedule One (1);
- (C) The Authority selected the Supplier to enter a contract to provide the goods as requested within the specification at Schedule Two (2) to be delivered as per the proposal submitted at Schedule Three (3) in line with the price schedule at Schedule Four (4);
- (D) This contract sets out the main terms and conditions for the provision of the Authority’s requirement and the obligations of the Supplier during and after the term of this Contract.

IT IS AGREED as follows:-

**1. INTERPRETATION**

1.1 In this Contract:

- “Authority” means the Authority identified in the Invitation to Tender;
- “Award Letter” means the letter sent on behalf of the Authority to the Supplier which confirms the award of the Contract and which may give details of the Goods to be supplied by the Supplier to the Authority in accordance with the terms of this Contract;
- “Contract” means these terms and conditions, the Invitation to Tender, the Purchase Order, the Specification and (if applicable) the Award Letter;
- “Contract Period” means the period from the Commencement Date to the date of expiry set out in Clause 2.4 or such earlier date of termination of the Contract in accordance with the provisions of the Contract;
- “Crown” means the government of the United Kingdom including, but not limited to, government ministers, government departments, government offices and government agencies;
- “Default” means any breach of the obligations of the Supplier

(including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Supplier or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Authority;

“Delivery”	means the delivery and installation, if any, of the Goods by the Supplier to the Premises on the Delivery Date and “Deliver” and “Delivered” shall be interpreted accordingly;
“Delivery Date”	means the date and time specified as the delivery date for the Goods in the Purchase Order or Award Letter as applicable;
“DPA”	means the Data Protection Act 1998;
“Environmental Policy”	means the conservation of energy, water, wood, paper and other resources, the reduction of waste and phasing out of the use of ozone depleting substances and minimising the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;
“Expiry Date”	means the expiry of the Contract which is 14 <sup>th</sup> June 2019 Subject to agreement to extend for 2 x 12 months (unless terminated earlier in accordance with the provisions of the Contract);
“FOIA”	means the Freedom of Information Act 2000;
“Goods”	means the goods to be provided to the Authority as identified in the Specification
“Information”	has the meaning given under section 84 of the FOIA;
“Invitation to Tender”	means the invitation to tender document (together with any related documentation referred to in that document) issued by the Authority relating to the procurement for this Contract;
“Party/Parties”	the Supplier and/or the Authority (as appropriate);
“Premises”	will be defined in the Purchase Order, or Invitation to Tender, as applicable, or if such term is not defined it will be the address to which the Authority requires the Goods to be Delivered as specified in the Purchase Order;
“Price”	means the amount payable by the Authority to the Supplier for the Goods as stated in the Purchase Order or Award Letter (as applicable);
“Purchase Order”	means the Authority’s order for the Goods which has a unique Purchase Order number, and details the Goods to be supplied by the Supplier to the Authority in accordance with the terms of this Contract;
“Purchase Order Number”	means the reference given to the Purchase Order by the Authority;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant;

- “Specification” means any specification for the Goods:
- (a) produced by the Supplier and agreed with the Authority; or
  - (b) supplied to the Supplier by the Authority including any specification contained in the Invitation to Tender, Purchase Order or Award Letter,
- which set out the quantity, description, quality and price of the Goods and any documents referred to therein;
- “Staff” means all persons employed by the Supplier to perform its obligations under this Contract together with the Supplier’s servants, agents, suppliers and sub-suppliers used in the performance of its obligations under this Contract;
- “Supplier” means the Supplier identified in the Purchase Order;
- “VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
- “Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In the event of and only to the extent of any conflict between the Purchase Order, the Award Letter, the Specification, the Invitation to Tender and these terms and conditions the conflict shall be resolved in accordance with the following order of precedence:

- 1.2.1 the Specification;
- 1.2.2 the Invitation to Tender;
- 1.2.3 these terms and conditions;
- 1.2.4 the Purchase Order; and
- 1.2.5 any Award Letter.

1.3 In this Contract unless the context otherwise requires:

- 1.3.1 references to numbered clauses are references to the relevant clause in this Contract;
- 1.3.2 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 1.3.3 the headings to the clauses of this Contract are for information only and do not affect the interpretation of this Contract;
- 1.3.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- 1.3.5 where the word ‘including’ is used in this Contract, it will be understood as meaning ‘including without limitation’;

- 1.3.6 words importing the singular meaning include where the context so admits the plural meaning and vice versa..

## **2. BASIS OF CONTRACT**

- 2.1 The Supplier acknowledges and agrees that the Authority will not be bound by any terms and conditions imposed, incorporated or implied by the Supplier concerning the sale of the Goods by the Supplier to the Authority, however such provisions are introduced.
- 2.2 The Purchase Order will be deemed to be an offer by the Authority to purchase the Goods pursuant to the provisions of this Contract. Signature of the Award Letter or Purchase Order by the Supplier, or any act to fulfil the order for the Goods by the Supplier, will be deemed conclusive evidence of the Supplier's acceptance of this Contract.
- 2.3 Any variation to the provisions of this Contract (including any special terms and conditions agreed between the Parties) will be inapplicable unless in writing and signed by a duly authorised representative of each Party.
- 2.4 Contract Period

The Contract shall take effect on 15<sup>th</sup> day of June 2015 (the Commencement Date) and shall expire automatically on 14<sup>th</sup> day of June 2019 subject to agreement to extend by 2 x 12 months (the Expiry Date), unless it is otherwise terminated or extended in accordance with the provisions of the Contract.

## **3. QUALITY OF THE GOODS TO BE SUPPLIED**

- 3.1 The Supplier will supply the Goods to the Authority in accordance with this Contract. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under this Contract will:
- 3.1.1 (where applicable) be free from defects (manifest or latent) in materials and workmanship and remain so for 12 months after Delivery;
- 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- 3.1.3 conform with the specifications, drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier and referred to in the Contract;
- 3.1.4 be free from design defects;
- 3.1.5 be fit for any purpose held out by the Supplier or made known to the Supplier by the Authority expressly or by implication, and in this respect the Authority relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by the Authority of any designs provided by the Supplier will not relieve the Supplier of any of its obligations under this clause.

#### **4. PRICE**

- 4.1 In consideration of the Supplier's performance of its obligations under this Contract, the Authority will pay the Price in accordance with this clause, and clause 5, below.
- 4.2 The Supplier will charge as per the agreed pricing submitted within the Tender (as listed at Schedule Four (4)), no increase will be accepted for the duration of the contract.
- 4.3 The Price shall be exclusive of VAT and/or any other applicable taxes or levy. Any VAT and/or other applicable taxes which are chargeable on the supply of the Goods will be charged in addition to the Price at the rate in force at the date shown on the invoice from the Supplier to the Authority.
- 4.4 The Price will include the costs of packaging, insurance, delivery, unloading, stacking and carriage of the Goods. No extra charges will be effective unless agreed in writing and signed by the Authority.

#### **5. PAYMENT**

- 5.1 The Authority will pay the Supplier the Price for the Goods, (plus a sum equal to the VAT and/or any other applicable tax chargeable on the supply of the Goods):
  - 5.1.1 following Delivery of the Goods; and
  - 5.1.2 no later than 30 days after the receipt of a valid invoice for the Goods by the Authority which includes a valid Purchase Order Number.
- 5.2 Where the Supplier enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it will ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Supplier to the supplier within a specified period not exceeding 30 days from the receipt of a valid invoice from the Supplier.
- 5.3 If a payment is not made by the Authority within 30 days of the receipt of a valid invoice by the Authority, then the Authority will pay the Supplier interest at a rate which will compensate for such loss as has been directly caused by the late payment. The interest rate will not be at a rate higher than the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

#### **6. RECOVERY OF SUMS DUE**

- 6.1 Wherever under this Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of this Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which at any later time may become due, to the Supplier under this Contract or under any other agreement or contract with the Authority or with any department, agency or authority of the Crown. The Supplier will not be entitled to assert any deduction, set-off or counterclaim against the Authority in order to justify withholding payment of any amount under or in connection with this Contract in whole or in part.

#### **7. PACKAGING**

- 7.1 The Goods will be packed and marked in a proper manner and in accordance with the Authority's instructions and any statutory requirements and any requirements of the carriers. The Supplier will indemnify the Authority and the Crown against all actions, suits, claims, demands, losses, charges, costs and

expenses which the Authority or the Crown may suffer or incur as a result of, or in connection with, any breach of this clause.

- 7.2 All packaging materials will be consistent with the Environmental Policy and considered non-returnable.

## **8. ENVIRONMENTAL REQUIREMENTS**

- 8.1 The Supplier will provide the Goods in accordance with the Environmental Policy.

## **9. CANCELLATION**

- 9.1 The Authority will have the right to cancel in writing the order for the Goods, or any part of the Goods, which have not yet been Delivered to the Authority. Without prejudice to the generality of the foregoing, the Authority will pay the Price (or where applicable, that part of the Price) for:

- 9.1.1 any part of the Goods which have been Delivered to the Authority; and
- 9.1.2 the costs of materials which the Supplier has purchased specifically to fulfil the order for the Goods and which cannot be used by the Supplier for other orders or be returned to the supplier of those materials for a refund.

## **10. DELIVERY**

- 10.1 The Supplier will Deliver the Goods on the Delivery Date.
- 10.2 Any access to premises and any labour and equipment that may be provided by the Authority in connection with Delivery will be provided, without acceptance by the Authority of any liability whatsoever and the Supplier will indemnify the Authority and the Crown in respect of any actions, suits, claims, demands, losses, charges, costs and expenses which the Authority or the Crown may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his Staff.
- 10.3 Each Delivery of the Goods will be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods.

## **11. NON-DELIVERY**

- 11.1 Where: (i) the Supplier fails to Deliver the Goods; or (ii) the Goods do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies, the Authority will be entitled:
- 11.1.1 to terminate the Contract;
- 11.1.2 to require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by the Authority;
- 11.1.3 to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 11.1.4 to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense; and/or
- 11.1.5 to buy the same or similar Goods from another supplier and to recover the element of the cost of buying the Goods from another supplier which exceeds the Price.

**12. PROPERTY**

12.1 Property and risk of the Goods will, without prejudice to any of the rights or remedies of the Authority, pass to the Authority on completion of Delivery. Delivery of the Goods will be completed once the completion of unloading the Goods from the transporting vehicle at the Premises has taken place, any installation work has been carried out in accordance with the Tender and the Authority has signed for the delivery.

**13. GUARANTEE OF TITLE**

13.1 The Supplier warrants that:

13.1.1 it has full clear and unencumbered title to all the Goods;

13.1.2 it has full capacity and authority to enter into this Contract; and

13.1.3 at the date of Delivery of any of the Goods it will have full and unrestricted right, power and authority to sell, transfer and Deliver all of the Goods to the Authority and from that date the Authority will acquire a valid and unencumbered title to the Goods.

**14. INSURANCE**

14.1 The Supplier will effect and maintain with a reputable insurance company, a policy or policies of insurance providing an adequate level, and duration, of cover in respect of all risks which may be incurred by the Supplier in respect of its performance of this Contract, including death, personal injury, loss or damage to property or any other loss.

**15. INTELLECTUAL PROPERTY INDEMNITY**

15.1 The Supplier will indemnify, and keep indemnified, the Authority in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Goods, to the extent that the claim is attributable to the acts or omission of the Supplier, its employees, agents or suppliers.

**16. ASSIGNMENT AND SUB-CONTRACTING**

16.1 The Supplier will not without the written consent of the Authority assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of this Contract or any part thereof. The Authority may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier will be responsible for the acts and omissions of its suppliers as though those acts and omissions were its own.

16.2 Where the Supplier enters into a sub-contract with a supplier for the purpose of performing its obligations under this Contract, it will comply with the subcontractor payment provision in clause 5.2.

16.3 The Authority may assign, novate, or otherwise dispose of its rights and obligations under this Contract provided that such assignment, novation or disposal will not increase the burden of the Supplier's obligations under this Contract.

**17. TERMINATION**

- 17.1 Without prejudice to any other right or remedy it might have, the Authority may terminate this Contract by written notice to the Supplier with immediate effect if:
- 17.1.1 the Supplier is in material breach of any obligation which is not capable of remedy; or
  - 17.1.2 the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving written notice from the Authority specifying the breach and requiring it to be remedied; or
  - 17.1.3 the Supplier becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative 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 (to any of the actions detailed in this clause 17.1.3) in consequence of debt in any jurisdiction.
- 17.2 Termination or expiry of this Contract will not affect clauses 2, 13, 23, 24, 25, 26, 29, 31, 38 and 40.

**18. PREVENTION OF CORRUPTION**

- 18.1 The Supplier will not offer, give, or agree to give anything to any person as an inducement or reward for doing, refraining from doing, or for having done, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.
- 18.2 If the Supplier, its Staff or anyone acting on the Supplier's behalf, engages in conduct prohibited by clause 18 the Authority may:
- 18.2.1 terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Authority throughout the remainder of the Contract; and/or
  - 18.2.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

**19. PREVENTION OF FRAUD**

- 19.1 The Supplier will take all reasonable steps, in accordance with good industry practice, to prevent fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of monies from the Authority.
- 19.2 The Supplier will notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 19.3 If the Supplier or its Staff commits fraud in relation to this or any other contract with the Crown (including the Authority) the Authority may:
- 19.3.1 terminate this Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including

the cost reasonably incurred by the Authority of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Authority throughout the remainder of the Contract; and/or

19.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

**20. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

20.1 A person who is not a Party to the Contract will have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties.

**21. HEALTH AND SAFETY**

21.1 The Supplier will promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Authority will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Premises and which may affect the Supplier in the performance of its obligations under the Contract.

21.2 While on the Premises the Supplier will comply with all health and safety measures.

21.3 The Supplier will notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

**22. DISCRIMINATION**

22.1 The Supplier will not unlawfully discriminate within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

22.2 The Supplier will take all reasonable steps to secure the observance of clause 22 by all Staff.

**23. DATA PROTECTION ACT**

23.1 The Supplier and its Staff will comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.

**24. OFFICIAL SECRETS ACTS 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989**

24.1 The Supplier will comply with, and will ensure that its Staff comply with, the provisions of:

24.1.1 the Official Secrets Acts 1911 to 1989; and

24.1.2 Section 182 of the Finance Act 1989.

24.2 In the event that the Supplier or its Staff fail to comply with this clause, the Authority reserves the right to terminate the Contract by giving notice in writing to the Supplier.

**25. FREEDOM OF INFORMATION**

25.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and will provide

any necessary assistance to the Authority to enable it to comply with all Information disclosure obligations.

- 25.2 The Authority may request the Supplier to provide Information in its possession in a specific form and the Supplier will respond within [5] working days.
- 25.3 The Authority has absolute discretion, notwithstanding any other provision in this Contract, to determine whether Information is exempt from disclosure.
- 25.4 The Supplier should not respond to any Request for Information in respect of Information held on behalf of the Authority. The Supplier should notify the applicant that it does not hold the Information requested and that any Request for Information should be addressed to the Authority.
- 25.5 The Supplier acknowledges that (notwithstanding the provisions of this clause and the provisions of clause 31) the Authority may be obliged to disclose Information concerning the Supplier or the Services in certain circumstances:
  - 25.5.1 without consulting the Supplier; or
  - 25.5.2 following consultation with the Supplier and having taken their views into account.
- 25.6 Where clause 25.5.1 applies the Authority will, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 25.7 The Supplier will ensure that all Information relevant to this Contract is retained for disclosure and, if requested, permit the Authority to inspect it.

## **26. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES**

- 26.1 Without prejudice to the Authority's obligations under the FOIA or the Environmental Information Regulations 2004, neither Party will make any press announcement or publicise this Contract or any part thereof in any way, except with the prior written consent of the other Party.
- 26.2 Both Parties will take reasonable steps to ensure that their servants, employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with clause 26.

## **27. SECURITY**

- 27.1 The Authority will be responsible for maintaining the security of the Premises in accordance with its standard security requirements. .
- 27.2 Where any access to the Authority's Premises is necessary in connection with Delivery or installation the Supplier and his Staff will at all times comply with the Authority's security requirements.

## **28. SUPPLIER'S STAFF**

- 28.1 If requested, the Supplier will provide a list of the names (and addresses (and any other relevant information) of all persons who may require admission to the Authority's premises in connection with this Contract.
- 28.2 The Authority may, by giving written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on the Premises, from any member of the Staff or any person employed or engaged by any member of the Staff and the Supplier shall comply with this notice.

- 28.3 The Supplier's Staff will comply with any rules, regulations and requirements specified by the Authority.
- 28.4 If the Supplier fails to comply with clause 28.1 or 28.2 and in the reasonable opinion of the Authority such failure may be prejudicial to the interests of the Crown, then the Authority may terminate the Contract, provided always that such termination will not prejudice or affect any right of action or remedy which will have accrued or will thereafter accrue to the Authority.
- 28.5 The decision of the Authority in relation to this clause will be final and conclusive.

**29. AUDIT**

- 29.1 The Supplier will keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Supplier will on request afford the Authority or the Authority's representatives such access to those records as may be reasonably requested by the Authority in connection with the Contract.

**30. TRANSPARENCY**

- 30.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not confidential. The Authority will be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Supplier hereby gives his consent for the Authority to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Contract, to the general public.

**31. CONFIDENTIALITY**

- 31.1 (Subject to clauses 24 and 25) each Party will keep confidential and not disclose, and will procure that his employees and the employees of any supplier keep confidential and do not disclose, any information of a confidential nature obtained by him (concerning the other Party) by reason of this Contract except information which:
- (a) is in the public domain otherwise than by reason of a breach of this provision;
  - (b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - (c) was in a Party's possession without restriction as to its disclosure prior to receiving such information from the other Party;
  - (d) is required to be disclosed by law (including under the FOIA and Environmental Information Regulations), or for the purposes of audit or regulatory requirements;
  - (e) is necessary for a Party to disclose for the purposes of the performing its obligations under this Contract (but only to the extent it is necessary to do so);
  - (f) the other Party has given its specific express prior written consent can be disclosed;

- (g) in the case of the Authority, disclosed to any other government department provided that such government department will comply with confidentiality provisions in respect of such disclosed information which are no less onerous than this clause.

31.2 The provisions of this clause will apply during the continuance of this Contract and after its expiry or termination howsoever arising.

## **32. FORCE MAJEURE**

32.1 Neither Party will have any liability under or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from circumstances beyond the reasonable control of that Party (those circumstances excluding any industrial action occurring within the Supplier's organisation). The Party affected by such circumstances will promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to cause such delay or failure. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Contract by written notice to the other Party.

## **33. LIABILITY**

33.1 Neither Party excludes or limits its liability for:

33.1.1 death or personal injury; or

33.1.2 bribery, fraud or fraudulent misrepresentation by it or that of its staff; or

33.1.3 any other matter which, by law, may not be excluded or limited.

33.2 Subject to clause 33.1 the aggregate liability of the Supplier (whether provisions are expressed as an indemnity or otherwise):

33.2.1 for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed one hundred thousand pounds sterling (£100,000); and

33.2.2 for all Defaults shall in no event exceed two hundred thousand pounds sterling (£200,000).

## **34. ENTIRE AGREEMENT**

34.1 This Contract contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this clause will exclude liability for fraud or fraudulent misrepresentation.

## **35. WAIVER**

35.1 Any waiver or relaxation either partly, or wholly of any of the conditions of the Contract will be valid only if it is communicated to the other party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract will not constitute a waiver of any right or remedy arising from any other breach of the Contract.

**36. AGENCY, PARTNERSHIP ETC**

36.1 This Contract will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Contract. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

**37. REMEDIES CUMULATIVE**

37.1 Except as otherwise expressly provided by this Contract, all remedies available to either Party for breach of this Contract (whether under this Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy will not be deemed an election of such remedy to the exclusion of other remedies.

**38. SEVERANCE**

38.1 If any provision of this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Contract.

**39. DISPUTE RESOLUTION**

39.1 The parties will attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract. If the dispute cannot be resolved by the parties within a reasonable period, the dispute may, by agreement between the parties, be referred to a neutral adviser or mediator ("the Mediator") chosen by agreement between the parties. If they are unable to agree a Mediator or if the chosen Mediator is unable or unwilling to act either party will be able to apply to an appropriate mediation provider to appoint a Mediator. Within 10 Working Days of appointing the Mediator, the parties will meet with the Mediator to agree a procedure for negotiations.

39.2 All negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings. The parties agree to be bound by any written agreement once signed by both parties. If the parties fail to appoint a Mediator, or fail to reach agreement within one month of the Mediator being appointed, either party may exercise any remedy that it has under this Contract.

**40. NOTICES**

40.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.

40.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party as set out in clause 40.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile

transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

40.3 For the purposes of Clause 40.2, the address of each Party shall be:

(a) for the Authority:-

National Custody Review Group

Address: Home Office Border Force Operational Support  
2nd Floor, Seacole Building  
2 Marsham Street  
London  
SW1P 4DF

For the attention of: REDACTED

Tel: REDACTED

Email: REDACTED@homeoffice.gsi.gov.uk

(b) for the Supplier:-

Thomas Kneale & Co Limited

Address: Arbry House  
Unit 6  
Piccadilly Trading Estate  
Manchester  
M1 2NP

For the attention of: REDACTED

Tel: REDACTED

Email: REDACTED@thomaskneale.co.uk

40.4 Either Party may change its address for service by serving a notice in accordance with this clause.

#### **41. GOVERNING LAW AND JURISDICTION**

41.1 The validity, construction and performance of this Contract, and all contractual and non contractual matters arising out of it, will be governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

#### **42. COUNTERPART**

42.1 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Contract, but all the counterparts shall together constitute the same Contract.

42.2 No counterpart shall be effective until each party has executed at least one counterpart.

Signed for and on behalf of the Authority:

By: .....

Name: .....

Title: .....

Date: .....

Signed for and on behalf of the Supplier:

By: .....

Name: .....

Title: .....

Date: .....

**Schedule One (1)  
Evaluation Criteria**

<b>QUESTION NUMBER</b>	<b>QUESTION</b>	<b>TOTAL SCORE AVAILABLE</b>	<b>WEIGHTINGS %</b>
[1]	Company Information	Information Only	N/A
[2]	Tender Contact	Information Only	N/A
[3]	Mandatory Requirements	Pass / Fail	N/A
[4]	Conflicts of Interest	Pass / Fail	N/A
[5]	Experience & suitability	100	40%
[6]	Service delivery & approach	100	10%
[7]	Product samples	100	35%
[8]	Price	100	15%
<b>Total</b>		<b>100</b>	<b>100%</b>

## Schedule Two (2)

### Service Description

- **INTRODUCTION**

- Home Office Border Force may detain persons suspected of customs offences and has responsibility for the care of these detainees. Some detainees are deemed 'high risk' and the Home Office Border Force must apply all due safety standards to avoid a death in custody.

- **PURPOSE**

- Home Office Border Force require anti vandal and anti-ligature bedding to comply with Health and Safety standards as set out for the care of detainees in the *Safer Detention and Handling of Persons in Police custody, Version 2, 2012* endorsed by the Association of Chief Police Officers (ACPO).

- **BACKGROUND TO THE AUTHORITY**

- Home Office Border Force operates seven (7) designated custody suites for individuals detained at ports for customs offences. These suites have to adhere to the operational standards as required by the ACPO guidance and the Corporate Manslaughter and Corporate Homicide Act 2007 to safeguard the health and well being of the detainees.

- **BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- Detainees must be able to sleep in the cells, so comfortable mattresses, pillows and blankets are required. Blankets should provide comfort and warmth, but as some of the detainees are deemed to be 'high risk', it is vital that blankets cannot be easily used as ligatures (for example, by tearing or rolling). All items must be flame retardant, to comply with national standards. Mattresses and pillows should be waterproof and easy to clean within the custody suites. All items should be durable, and vandal proof, and provide good value for money over the product's lifetime.
- The contract to supply will be for Two (2) years with options to extend for a further 2 x 1 year. Over the course of the contract, suites will make purchases as products require replacement. The Home Office is unable to guarantee the quantities of future orders but bidders should base their estimations of likely future orders on the average lifespan of their products.
- The Preferred Provider may be included in the Adelphi catalogue system but items will be ordered and paid for out of individual suite budgets.

- **SCOPE OF REQUIREMENT**

- Mattresses, pillows and special risk blankets will be required for detainees in the seven (7) custody suites. We anticipate, but do not guarantee, the initial order to comprise of approximately:
  - 60 Blankets
  - 30 vandal proof pillows

- 6 mattresses
- Following the initial order, suites may make additional purchases over the remaining term of the contract, as and when the need arises (as products require replacement etc). Bidders should estimate the value of the contract's lifespan based on their expectation of when their proposed goods will require replacement.
- The requirement is divided into two (2) Lots and the Authority reserves the right to award each Lot independently of the other, to whom ever provides the greater value for Money. The Lots shall be:
  - Lot 1 – Special Risk Blankets
  - Lot 2 – Cell Mattresses & Pillows
- Potential Providers may submit proposals for either Lot or for both should they wish.
- Potential Providers shall be required to provide samples as part of their submission. Each sample will be assessed for compliance with the specification as well as overall quality of the product. Samples provided may be returned following evaluation if required and if the Provider has supplied return postage paid. Samples of blankets should be of sufficient size to give a sense of the product's overall sturdiness and comfort. A representative sample, rather than a full-sized mattress should be provided.

Lot 1	Special Risk Blanket
Description:	A tear-resistant flame retardant quilted blanket to provide full body warmth and comfort, and to prevent self-harm.
Material:	The blanket is made of simple and sturdily quilted nylon or similarly reinforced material. The blanket should be impossible to roll or fold without continuously applied pressure and avoid blanket being used as a ligature to self-harm or attempt to consume the material. Blanket should not be so stiff as to significantly undermine comfort or cosiness. Blanket must be of sufficient weight to ensure one blanket provides adequate warmth during winter months - the normal ambient temperature of the Custody suite is approximately 18-20°C, but at times may drop below this. Blanket constructed from a fabric that is flame retardant, compliant with BS5815, part 3, 1991.
Seams:	Stitching to be hidden and pucker free, with loose ends removed, ensuring that stitching can not be undone.
Thread:	All Purposes: Fire proof sewing thread. Stitching must be a contrasting colour to the garment fabric colour in order that breaks in the stitching can be easily identified.
Colours:	Please list the colours available in the response box below and provide colour swatches with the samples submitted.
Size:	Size to be recommended by the Bidder.
Packaging	This item shall be cleaned and free of loose threads, pressed and folded. It shall be packed in a transparent material, and clearly labelled with date of manufacture.
Care Instruction	Blankets must be suitable to be washed in line with the disinfectant cycle defined in NHS HSG(95)18 Hospital Laundry Arrangements for Used and Infected Linen, with no detrimental effect to the service and appearance of the item. This guideline specifies: <i>“the washing process should have a disinfection cycle in which the temperature in the load is maintained at 65°C for not less than 10 minutes or preferably at 71°C for not less than 3 minutes.”</i> Bidders are required to note that samples will be washed to this level during the evaluation process to physically assess their compliancy with this requirement. Bidders should also indicate if their blanket can be washed in a domestic washing machine.

Testing Documents:	Documentation detailing the manner of all testing undertaken and the results achieved to comply with the above specification requirements shall form part of the tender.
Life Expectancy of a Blanket	Please state the expected lifespan of the blanket together with how long fire retardant levels are guaranteed for.

**LOT 2**

<b>Lot 2, Item 1</b>	<b>Cell Mattress</b>
Description:	Vandal proof tear-resistant, flame retardant, waterproof cell mattress.
Material:	Mattress shall meet the requirements of BS7177 and be constructed of a flame retardant close foam, and a single colour, waterproof, rip-proof, wrinkle free, flame retardant cover, with antifungal and antibacterial properties. Mattress shall carry no sewn in labels.
Packaging:	This item shall be cleaned and free of loose threads, and packed in a transparent material, clearly labelled with date of manufacture.
Colour:	Bidder to describe.
Size:	Size to be recommended by the Bidder. Bidder should also indicate if there are several sizes available, or if a bespoke service is possible.
Mattress Content:	To be recommended by the Bidder. Must be suitable and appropriate for the environment in which the item will be used. Shall be full depth flame retardant compatible with BS5852. The depth of the foam filling shall be no less than 10cm.
Cover:	The cover shall meet the requirements of BS3424 and be made of a single length of waterproof, rip-proof, wrinkle free, flame retardant fabric to BS 5867-2:2008, sealed in such a manner as to ensure maximum security and that all joins are waterproof with no sharp or hard edges which could be used to cause harm. The cover must be clearly stamped/branded with date of manufacture.
Care Instructions:	Mattress shall be of such a construction to allow easy cleaning, with no potential areas to harbour bacteria. Suppliers are required to provide details of how the mattresses should be cleaned and maintained in order to preserve quality and avoid deterioration.
Testing Documents	Documentation detailing the manner of all testing undertaken and the results achieved to comply with the above specification requirements shall form part of the tender.
Repair Facilities	Bidders are requested to provide information regarding any repair facilities they are able to offer in this regard.
Life Expectancy of a mattress	Please state the expected lifespan of the mattress together with how long fire retardant levels are guaranteed for
<b>Lot 2 / Item 2</b>	<b>Cell Pillow</b>
Description:	Vandal proof tear-resistant, flame retardant, waterproof cell pillow.
Material:	Pillows shall meet the requirements of BS7177 and be constructed of a flame retardant close foam, and a single colour, waterproof, rip-proof, wrinkle free, flame retardant cover, with antifungal and antibacterial properties. Pillows shall carry no sewn in labels.
Packaging:	This item shall be cleaned and free of loose threads, and packed in a transparent material, clearly labelled with date of manufacture.
Colour:	Bidder to advise.

Size:	Size to be recommended by the Bidder.
Pillow Content:	To be recommended by the Bidder. Must be suitable and appropriate for the environment in which the item will be used. Shall be full depth flame retardant compatible with BS5852. The depth of the foam filling shall be no less than 10cm.
Cover:	The cover shall meet the requirements of BS3424 and be made of a single length of waterproof, rip-proof, wrinkle free, flame retardant fabric to BS 5867-2:2008, sealed in such a manner as to ensure maximum security and that all joins are waterproof with no sharp or hard edges which could be used to cause harm. The cover must be clearly stamped/branded with date of manufacture.
Care Instructions:	Pillows shall be of such a construction to allow easy cleaning, with no potential areas to harbour bacteria. Suppliers are required to provide details of how the mattresses should be cleaned and maintained in order to preserve quality and avoid deterioration.
Testing Documents:	Documentation detailing the manner of all testing undertaken and the results achieved to comply with the above specification requirements shall form part of the tender.
Repair Facilities	Bidders are requested to provide information regarding any repair facilities they are able to offer in this regard.
Life Expectancy of a pillow	Please state the expected lifespan of the pillow together with how long fire retardant levels are guaranteed for

- **SERVICE LEVELS AND PERFORMANCE**

- The Authority will measure the quality of the Supplier’s delivery by:
  - The fulfilment of the above quality criteria.
  - The speed with which items are delivered to the suites. Bidders should provide details of the lead times, but this should be no longer than 5 working days.
  - The provider is expected to inform the Authority of any product developments and improvements which could reduce detainee risk and add value for money. As a minimum, six (6) monthly contract review meetings at the Authority’s premise are expected.

- **ADDITIONAL REQUIREMENTS**

- Suppliers are required to provide a representative sample of each of their proposed products to allow the Authority to assess compliance with the section 5 above and overall quality of the product. Please forward samples to:

- REDACTED  
 Border Force Customs Custody Suite  
 Colnbrook Immigration Removal Centre  
 2nd Floor STHF  
 A4 Colnbrook Bypass  
 Harmondsworth  
 Middlesex  
 UB7 0FX

- Samples will be returned only if the provider supplies return postage paid.

- Samples MUST arrive no later than the date stated in the Invitation to Tender document.
- The provider is required to appoint a Contract Manager who shall act as a single point of contact for all queries arising from the contract.

- **LOCATION**

There are seven suites throughout the UK the supplier will be required to supply.

**Birmingham**

Diamond House  
Birmingham International Airport  
Birmingham  
B26 3QJ

**Dover**

Building 26  
Priory Court  
St John's Road  
Dover, Kent  
CT17 9SH

**Gatwick Airport - New Suite**

UKBF Custody Suite,  
Ground Floor,  
Ashdown House,  
East Perimeter Road,  
Gatwick  
Horley  
Sussex  
RH6 NP

**Heathrow Airport**

Border Force Customs Custody Suite  
Colnbrook Immigration Removal Centre  
2<sup>nd</sup> Floor STHF  
A4 Colnbrook Bypass  
Harmondsworth  
Middlesex  
UB7 0FX

**Manchester Airport**

International Arrivals  
Terminal one  
Manchester Airport  
Manchester  
M90 3EX

**Stansted Airport**

Main Terminal Building  
Stansted  
Essex  
CM24 1QS

**Harwich**

Customs General Office  
Passenger Terminal  
Harwich International Port  
Parkeston, Essex  
CO12 4SX

- **SECURITY REQUIREMENTS**

Couriers/delivery vans must comply with each individual suite's security and sign-in arrangements (reporting to the correct gate etc).

- **BUDGET**

- Prices should be inclusive of expenses and exclusive of VAT.

### Schedule Three (3)

## Service Delivery Proposal

#### [5] EXPERIENCE & SUITABILITY

**[5.1] Please describe the key features of the proposed products and explain their suitability for the intended purpose of Custody bedding. A good response will include details of other security organisations that have purchased similar products and have consented to recommend them.**

The Thomas Kneale Special Risk Blanket was originally designed in response to a special project initiated by H M Inspectorate of Prisons aimed at controlling incidents of self harm within the Prison Sector. Many thousands have since been successfully produced in our UK manufacturing & testing facilities and deployed throughout the Custodial & Healthcare Sectors to this end. Over the last 3 years, TK has supplied a total of over 7,000 Special Risk Blankets throughout the UK and Ireland. From the outset TK has demonstrated a clear understanding of product performance expectations and the primacy of safeguarding the wellbeing of those in custody or the victims of crime. It has been trialled and tested by the Devon & Cornwall Police and forms part of their National contract. We have successfully supplied the vast majority of participating forces throughout the UK for more than 4 years. It is also supplied throughout the Sodexo and G4S private prison estates. In the Health sector, Rampton, Broadmoor and Ashworth high secure Hospitals, Nottinghamshire and Leicestershire Healthcare NHS Trusts as well as many others have purchased and have consented to recommend them.

With a view to avoiding the blanket being either consumed or formed into a ligature to commit suicide, the blanket is constructed using flame retardant polyester outer which not only complies with the BS 5815, Part 3, 1991 requirement but also with BS 7175:1989 Section 3 Ignition Source 7 which is the highest level of flame retardancy used for highest risk institutional circumstances.

Warmth is ensured using high density flame retardant polyester wadding which is then heavily cross stitched and quilted within the outer using a red fireproof sewing thread which readily identifies any breaks in the stitching thus enhancing the tear proof nature of the composite product. At a size of 122cm x 196cm the blanket is large enough to cater for the requirements of the wide range of potential users yet correctly sized to eliminate the possibility of it being formed into a ligature and prevent self harm due to the stiffness of the blanket which is a result of the quilting process

As standard, the blanket is produced in a Navy material which allows for ready identification of the product in use. Other colours are available on request namely Wine, Navy, Dark Green, White, Mint, Pastel Blue, Cream Peach & Pink.

Rigorous Quality control takes place at point of manufacture and undergoes a secondary check by trained Thomas Kneale staff to ensure the stitching is hidden and pucker free- furthermore in line with our needles and sharps free policy each blanket is carefully swept with a metal detector in advance of packaging in transparent material displaying the date of manufacture.

Under normal usage, the expected lifespan of the blanket has proven to be in excess of 2 years, furthermore the fire retardant fabric is inherently fire retardant meaning that the fire retardant levels will last throughout the entire life of the blanket. The product is competitively priced, particularly given its performance levels and the substantial reduction reported in

instances of self harm and suicide. As a result of this, the overall cost saving from the workload involved with dealing with self harm and suicide instances make the overall value credentials of the product excellent compared with cheaper products where creating a ligature is possible and the subsequent impact of this. It is on this basis of proven value that many police forces have sanctioned the initial cost of switching to the TK Special Risk Blanket with the assurance of significant savings over the longer term.

The product is washable in line with hospital laundry arrangements for used and infected linen which ensures thermal disinfection. It is engineered to withstand frequent high temperature laundering.

**[5.2] Please describe your organisation's approach to innovation and development and how you will ensure the Authority is constantly informed of improvements in product quality and safety.**

To fully appreciate and understand the requirements of the customer, we work closely with both suppliers, customers and relevant organisations and institutions to enable us to develop innovative products which are "fit for purpose" and at the forefront of niche market sectors. As an example, the Anti-Ligature Blanket has been specifically designed in consultation with prison, police and psychiatric bodies to prevent the incidence of self-harm/suicide. Initial discussions were held between TK and the Chief Inspector of Prisons – Sir David Ramsbotham at the Home Office as part of a thematic review of suicide awareness within the prison service. Feedback is key to the development of new products and improvements to existing within the range

TK believes innovation and development requires a combination of creativity, scientific approach and good market knowledge. We work closely with suppliers to ensure that the product clearly meets the requirements- for example, the fire retardant outer and red stitching as examples of how the product has a reduced risk and greater ability to spot any defects.

We link product development with our company objectives and take in to consideration customer expectations, technical & manufacturing feasibility and return on investment. Once opportunities are identified and agreed, a new product is championed through the innovation process ensuring it meets all relevant criteria from specification & performance standards to aesthetic appearance and functionality. Each component is assessed from yarn count, composition, construction, dyeing and finishing process, manufacture through to testing and wearer trial. As an example of ongoing work in this field, TK is actively engaged in a current project to develop an improved range of special risk clothing. Additionally, in conjunction with Rampton Hospital, TK introduced a high risk re-inforced high risk version of the safety blanket which better met the particular requirements of their category of at risk patients. This product is above the specification of the requirements specified in Appendix B- Statement of Requirements documentation.

**[5.3] Please provide copies of all relevant technical specifications as well as product care and maintenance advice and guidance documents.**

Product Specification & Product Care

- 100% Fully Flame Retardant Polyester outer fabric complying with British Standards (BS5815, part 3, 1991)
- BS 7175:1989 Section 3 Ignition Source 7
- High breaking strength (Warp / Weft Newton, 535 min) BS2576, 1998, CRE
- High Tear Strength (Warp / Weft Newton, 15 min) BS4303, 1968

- Complies with BS4923, 1991 dimensional change after washing
- Complies BS snagging, abrasion resistance (BS5690) pilling resistance
- Flame retardant quilting to avoid blanket being used as a ligature
- Internal and external safety stitching with over-locking for additional safety
- Recommended as bedding for high risk individuals whose behaviour is erratic and have been assessed as possible suicides

Washing Instructions:-

- Thermal disinfection should take place through having a disinfection cycle in which the temperature in the load is maintained at 65 degrees celcius for not less than 10 minutes or preferably at 71 degrees celcius for not less than 3 minutes. This is defined in NHS HSG(95)18 Hospital Laundry Arrangements.
- Cool Iron- One spot
- No Bleach
- Cool tumble dry

**[5.4] Please describe your organisations quality control (QC) processes and procedures which will ensure the quality of the products provided are maintained to the highest level. If your organisation is acting as a distributor only, please describe the QC procedures you employ on your supply chain.**

TK understands the paramount emphasis placed upon product safety and the priority given to product performance expectations being met or where possible exceeded. Anti ligature properties result from a construction using flame retardant polyester outer compliant with BS 5815, Part 3, 1991 requirement and BS 7175:1989 Section 3 Ignition Source 7 which is the highest level of flame retardancy used for highest risk institutional circumstances.

A combination of intrinsic strength and necessary thermal comfort is ensured by using high density flame retardant polyester felt wadding as a filling. This is heavily cross stitched and quilted within the outer dark blue flame retardant polyester using a red fire resistant sewing thread which stands out and readily identifies any attempt to deconstruct the blanket. This further enhances and protects the tear proof properties of the composite product. At a size of 122cm x 196cm the blanket is large enough to cater for the requirements of the wide range of potential users yet appropriately sized to emphasize anti ligature properties and minimize the possibility of it being formed into a ligature.

Quality control of each individual blanket takes place at point of manufacture with a secondary thorough per item check by trained Thomas Kneale staff to ensure the stitching is hidden and pucker free prior to dispatch. Each blanket is carefully swept with a metal detector in line with our needles and sharps free policy. We have secured a white label onto the fabric of the product so that the blanket can be indelibly and clearly marked at time of issue to facilitate efficient stock control throughout the product life cycle. During the many years TK has been supplying this product, there have been 0 instances where a product has been returned from customers or informed of any issues due to any defects, giving confidence that the rigorous stages of the QC process ensure that the product is fit for purpose, each and every time.

Under normal usage the expected lifespan of the blanket will exceed 2 years. TK Flame Retardant Polyester is inherently fire retardant to the certificated standard so the fire retardancy properties will last throughout the entire life of the blanket. There is no applied treatment which will wash out through laundering.

The Special Risk Blanket can be effectively laundered in line with commercial or hospital laundry processes for used and infected linen so as to achieve thermal disinfection. It is engineered to withstand frequent high temperature laundering.

## **[6] SERVICE DELIVERY AND APPROACH**

**[6.1] Please describe the transport and delivery methodology you propose to employ which will meet the requirements as set out in Appendix B. Your response should include details of any third party transport provider you intend to subcontract or number/experience/training of in-house drivers and vehicles. You should also describe your transport management and logistical controls.**

TK appreciates the critical nature of demand attaching to this product and has made provision to respond instantly to orders. Our hours of business are 4.30am to 5.30pm Monday to Friday. Orders up until 3pm can be accepted for same day dispatch and we have provisions in place to fulfil emergency orders after this time. A variety of delivery methods are available to the logistics team, which can be seen at the bottom of this answer. Thomas Kneale have long standing relationships with a number of operators and are able to tailor the provider depending on factors such as quantity of load, speed of delivery requirements and customer logistics requirements. TK are very experienced in working with customers with widely differing needs and also having worked with a large number of prisons for many years, understands the complex requirements in relation to security and sign-in arrangements. As a result of this, using the most relevant logistics provider for the multiple sites involved in this contract represents no issues whatsoever. Our logistics partners use regular, contracted drivers who have experience in delivering to sites with a variety of security requirements. As the providers used deliver based on a specific job, they are not time bound and therefore are able to fit in with whatever security requirements there are. This means that Thomas Kneale are able to provide products in ALL cases within 3 working days, easily exceeding the requirements stated in the tender. We are also able to ensure the most fit for purpose logistics providers and drivers with experience and background in this. All the options of TK logistic operators are detailed below to show the range of partners used :

- Parcel Carrier – TK has a longstanding relationship with 2 national next day parcel carriers. These are used for smaller consignments. Services range from standard next day to pre 9.30 am. Geographical coverage is all UK including Highlands and Islands.
- Palletised Distribution – For larger consignments / high value goods TK utilises 2 separate pallet networks, dependant on delivery location. All goods are delivered on vehicles with tail-lifts which eliminates the need for a forklift truck at customer premises. Geographical coverage and service levels are the same as the parcel carrier.
- Same day dedicated vehicles – TK has access to a fleet of dedicated vehicles, ranging from small “Transit” style vans to dedicated articulated Lorries. These are deployed for high value consignments, urgent same day requirements or for delivery locations where access might be an issue.

**[6.2] Please describe your proposed lead times from receipt of order for each of the suites (addresses provided in Appendix B). It is anticipated that this should be no more than 5 working days for any of the sites.**

The product that Thomas Kneale is tendering for is in constant stock and therefore will always be available. On any given day that the order is received, Thomas Kneale will be able to supply this product in all cases within 72 hours (3 business days).

The item we are tendering for in this contract are regular production for Thomas Kneale. Such items are of a high technical standard and as such are manufactured in the UK rather

than at our overseas factories, therefore making it readily available with minimal lead times. As a company we are very active in the custodial sector where such items are supplied. We currently supply our anti-ligature clothing and blankets to the Ministry of Justice and in particular the following types of outlets: prisons, secure training units, immigration removal and detention centres, psychiatric hospitals and the police.

**[6.3] Please explain your proposed approach to the management of any contract arising. A good response will set out the communication routes for customer queries, ordering, dispatch issues and innovation updates. It is expected that a single point of contact will be assigned to this contract for all customer queries.**

The Primary Account Manager, Mrs Karen Flack will be the single point of contact for all communication. Karen will be the key interlink between the relevant representatives from The Crown Commercial Service and colleagues across all departments in TK. TK aims to excel in customer support and advice prior to and following order placement. We have a friendly dedicated customer service team with enormous experience in all aspects of customer service, product specification, and logistical planning. We use all mediums to keep our customer base informed prior to, during and after the order process. Karen, as the single contact point for Crown Commercial Service, will ensure all relevant points of contact will be sent to the relevant department and will ensure internal SLA's are achieved to ensure a response back to the customer in a timely manner. Below shows the key people and roles who will lead on all responses and will be Karen's point of reference for all customer contacts:-

Thomas Kneale & Co Ltd (TK) will initiate the following customer service team upon successful award of the Framework Agreement:

REDACTED, Managing Director, will take an overall view of the Framework Agreement, and will advise the following individuals and departments where required on an internal and external basis.

REDACTED, Company Director has overall responsibility for Import Department, Supply Chain Management, and New Product Development & Quality Assurance.

REDACTED Sales and Marketing Manager, will be Nominated Account Manager and will lead her team of Nicci Hayes and Jill Vernon in dealing with consortia members on an internal and external basis.

REDACTED Operations Director will assume responsibility for all logistics, including stock management / production, along with all deliveries and liaison therein and will support the aims of the NWUPC both internally and externally. Assisting him will be Lucy Blackledge and the wider logistics team.

REDACTED Accountant, will deal with all financial elements of the Agreement, including account set up, ordering methods and invoicing on an internal basis.

REDACTED Head of Imports, will be responsible for day to day supply chain management, ensuring quality control and inspection reports on an internal basis.

**Schedule Four (4)**  
**Contract Pricing Matrix**

**Appendix E - Price Matrix****RM5372 SO9018 Provision of Custody Suite Bedding****Lot 1 - Special Risk Blanket**

Product	Unit Price	Estimated Initial Order	Total Order Value
Blanket	REDACTED	60	REDACTED

**Lot 2 - Cell Mattresses & Pillows**

Product	Unit Price	Estimated Initial Order	Total Product Value
Mattress		6	£0.00
Pillow		30	£0.00
<b>Total Order value</b>			<b>£0.00</b>

Item	Unit Price	Estimated Initial Order	Total Cost
Delivery	£0.00	3	£0.00

**Additional Cost Information** (Please provide details of any discounts available to Authority. You should include any applicable minimum order quantities or other conditions in full)

There are no minimum order quantities required and Thomas Kneale are able to provide this product at this price regardless of the order number in units being low. There will be free delivery also on the items delivered.

\* Potential providers need only complete pricing for the Lot they are bidding for. The total cost [per lot] plus 3 x Delivery costs shall be used for Evaluation purposes.