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Date:

A Contract for Aluminium Profile Systems

Between

The Secretary of State for Justice

And

AluK (GB) Ltd

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**This contract is dated:**

**PARTIES:**

(1) THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ (the “**Authority**”);

**AND**

(2) AluK (GB) Ltd with registered company number 2881320 whose registered office is Newhouse Farm Industrial Estate, Mathern, Chepstow, NP16 6UD (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

**WHEREAS**

A. Following a competitive tender process, the Authority wishes to appoint the Supplier to provide Aluminium Window & Door Profile Systems including items to aid the manufacture and installation of the supplied system and the Supplier agrees to provide those goods in accordance with these terms and conditions.

**NOW IT IS HEREBY AGREED:**

**A GENERAL**

**A1 Definitions and Interpretation**

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Affected Party**” means the Party seeking to claim relief in respect of a Force Majeure Event.

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

“**Approval**” and “**Approved**” means the prior written consent of the Authority.

“**Authorised Representative**” means the Authority representative named in a CCN as authorised to approve agreed Changes.

“**Authority Data**” means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Authority; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Contract; or
- (b) any Personal Data for which the Authority is the Data Controller.

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**“Authority Premises”** means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Supplier or its Sub-Contractors for delivery of the Goods.

**“Authority Software”** means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Supplier for the purposes of providing the Goods.

**“Authority System”** means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Goods.

**“Baseline Security Requirements”** means the security requirements set out in annexe 1 of Schedule 6;

**“BPSS”** means the Government’s Baseline Personnel Security Standard for Government employees.

**“Breach of Security”** means an occurrence of:

- (a) any unauthorised access to or use of the ICT Environment and/or any Information Assets and/or Authority Data (including Confidential Information) in connection with the Contract;
- (b) the loss (physical or otherwise) and/or unauthorised disclosure of any Information Assets and/or Authority Data (including Confidential Information) in connection with the Contract, including copies; and/or
- (c) any part of the Supplier System ceasing to be compliant with the Certification Requirements

**“CCN”** means a change control notice in the form set out in Schedule 3.

**“Certification Requirements”** means the requirements set out in paragraph 5.1 of Schedule 6.

**“CESG”** means of the Government’s Communications Electronics Security Group.

**“Change”** means a change in the Specification, the Price or any of the terms or conditions of the Contract.

**“Change in Law”** means any change in Law which affects the Goods or the delivery of the Goods which comes into force after the Commencement Date.

**“Commencement Date”** means the date specified in clause A5.1.

**“Commercially Sensitive Information”** means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Price; and/or
- (b) the Supplier’s business and investment plans

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which the Supplier has informed the Authority would cause the Supplier significant commercial disadvantage or material financial loss if it was disclosed.

**“Comparable Supply”** means the supply of goods to another customer of the Supplier which are the same or similar to any of the Goods.

**“Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Legislation. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E3;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

**“Contract”** means these terms and conditions, the attached Schedules and any other documents the Parties expressly agree are included.

**“Contracting Authority”** means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

**“Control”** means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** are interpreted accordingly.

**“Copyright”** means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

**“Crown”** means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **“Crown Body”** is an emanation of the foregoing.

**“Database Rights”** means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

**“Default”** means any breach of the obligations or warranties of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

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**“DOTAS”** means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

**“EIR”** means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**“End Date”** means the date specified in clause A5.1.

**“Equipment”** means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Goods.

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**“Force Majeure Event”** means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier’s supply chain.

**“General Anti-Abuse Rule”** means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

**“General Change in Law”** means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.

**“Good Industry Practice”** means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

**“Goods”** means any goods supplied by the Supplier (or by a Sub-Contractor) under the Contract as specified in Schedule 1 including any modified or alternative goods.

**“Government”** means Her Majesty’s government of the United Kingdom.

**“Halifax Abuse Principle”** means the principle explained in the CJEU Case C-255/02 Halifax and others.

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**“HMRC”** means HM Revenue & Customs.

**“ICT Environment”** means the Authority System and the Supplier System.

**“Information”** has the meaning given under section 84 of the FOIA.

**“Information Assets”** means definable pieces of information stored in any manner which are determined by the Authority to be valuable and relevant to the Goods.

**“Initial Term”** means the period from the Commencement Date to the End Date.

**“Intellectual Property Rights”** means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**“ISMS”** means the Supplier’s information and management system and processes to manage information security as set out in paragraph 2.3 of Schedule 6.

**“IT Health Check”** means penetration testing of systems under the Supplier’s control on which Information Assets and/or Authority Data are held which are carried out by third parties in accordance with the CHECK scheme operated by CESG or to an equivalent standard.

**“ITEPA”** means the Income Tax (Earnings and Pensions) Act 2003.

**“Know-How”** means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

**“Law”** means law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the Supplier is bound to comply.

**“Losses”** means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

**“Malicious Software”** means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

**“Material Breach”** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of the Contract; or

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(b) any of the obligations set out in clauses D1, E1, E2, E3, E9 or I4.

**“Month”** means calendar month.

**“NICs”** means National Insurance Contributions.

**“Occasion of Tax Non-Compliance”** means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
  - i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
  - ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

**“Premises”** means the location where the Goods are to be supplied as set out in the Specification.

**“Price”** means the price (excluding any applicable VAT) payable to the Supplier by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Supplier of its obligations under the Contract.

**“Prohibited Act”** means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
  - i) induce that person to perform improperly a relevant function or activity; or
  - ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
  - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;

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- ii) under legislation or common law concerning fraudulent acts; or
  - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

**“Property”** means the property, other than real property, issued or made available to the Supplier by the Authority in connection with the Contract.

**“Purchase Order”** the Authority’s order for the supply of the Goods.

**“Quality Standards”** means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

**“Receipt”** means the physical or electronic arrival of the invoice at the address specified in clause C2.18 or at any other address given by the Authority to the Supplier for the submission of invoices from time to time.

**“Regulations”** means the Public Contract Regulations 2015 (SI 2015/102).

**“Regulatory Body”** means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

**“Relevant Conviction”** means a conviction that is relevant to the nature of the Goods or as listed by the Authority and/or relevant to the work of the Authority.

**“Relevant Requirements”** means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

**“Relevant Tax Authority”** means HMRC or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

**“Replacement Supplier”** means any third-party supplier appointed by the Authority to supply any goods which are substantially similar to any of the Goods in substitution for any of the Goods following the expiry, termination or partial termination of the Contract.

**“Request for Information”** means a request for information under the FOIA or the EIR.

**“Results”** means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Supplier for use in relation to the performance of its obligations under the Contract; or

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b) the result of any work done by the Supplier or any Staff in relation to the provision of the Goods.

“**Security Plan**” means the plan prepared by the Supplier which includes the matters set out in paragraph 3.2 of Schedule 6.

“**Security Policy Framework**” means the Government’s Security Policy Framework (available from the Cabinet Office’s Government Security Secretariat) as updated from time to time.

“**Security Test**” means a test carried out by the Supplier, the Authority or a third party to validate the ISMS and the security of all relevant processes and systems on which Information Assets and/or Authority Data are held.

“**Specific Change in Law**” means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

“**Specification**” means the description of the Goods to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Premises and the Quality Standards.

“**SSCBA**” means the Social Security Contributions and Benefits Act 1992.

“**Staff**” means all persons employed by the Supplier to perform its obligations under the Contract together with the Supplier’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

“**Sub-Contract**” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and “**Sub-Contractor**” shall be construed accordingly.

“**Supplier Software**” means software which is proprietary to the Supplier, including software which is or will be used by the Supplier to provide the Goods and which is set out in Schedule 5.

“**Supplier System**” means the information and communications technology system used by the Supplier in providing the Goods including the Software, the Equipment and related cabling (but excluding the Authority System).

“**Tender**” means the Supplier’s tender submitted in response to the Authority’s invitation to suppliers for offers to supply the Goods.

“**Term**” means the period from the Commencement Date to:

(a) the End Date; or

(b) following an Extension, the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“**TFEU**” means the Treaty on the Functioning of the European Union.

“**Third Party IP Claim**” has the meaning given to it in clause E7.5 (Intellectual Property Rights).

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**“Third Party Software”** means software which is proprietary to any third party which is or will be used by the Supplier to provide the Goods including the software and which is specified as such in Schedule 5.

**“Treaties”** means the TFEU and the Treaty on European Union.

**“Valid Invoice”** means an invoice containing the information set out in clause C2.5.

**“VAT”** means value added tax charged or regulated in accordance with the Value-Added Tax Act 1994.

**“Vulnerability Correction Plan”** means a remedial plan prepared by the Supplier to address vulnerabilities identified in an IT Health Check report.

**“Working Day”** means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

*In the Contract, unless the context implies otherwise:*

- (a) the singular includes the plural and vice versa unless the context requires otherwise;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) the Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the Schedules;
- (h) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time; and
- (i) references to the Contract are references to the Contract as amended from time to time.

## **A2 Authority Obligations**

Save as otherwise expressly provided, the Authority’s obligations under the Contract are the Authority’s obligations in its capacity as a contracting counterparty and nothing in the Contract operates as an obligation upon, or in any other way fetters or constrains, the

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Authority in any other capacity, and the exercise by the Authority of its duties and powers in any other capacity shall not lead to any liability (howsoever arising) on the part of the Authority to the Supplier.

### **A3 Supplier's Status**

- A3.1 The Supplier is an independent contractor and nothing in the Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Contract.
- A3.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Authority.

### **A4 Mistakes in Information**

The Supplier is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Supplier in connection with the Goods and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

### **A5 Term**

- A5.1 The Contract starts on 16<sup>th</sup> April 2018 (the "**Commencement Date**") and ends on 15<sup>th</sup> April 2022 (the "**End Date**") unless it is terminated early or extended in accordance with the Contract.
- A5.2 The Authority may extend the term of the Contract until 15<sup>th</sup> April 2023 ("**Extension**"). The terms of the Contract will apply throughout the period of any Extension.

## **B. THE GOODS**

### **B1 Basis of the Contract**

- B1.1 In consideration of the Supplier supplying the Goods the Authority shall pay the Supplier the Price.
- B1.2 The terms and conditions contained in the Contract apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **B2 Samples**

- B2.1 If requested by the Authority the Supplier shall provide the Authority with samples of Goods for evaluation and Approval.
- B2.2 The Supplier shall ensure that the Goods are fully compatible with any equipment to the extent specified in the Specification.
- B2.3 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Goods and the performance of the Supplier's obligations under the Contract.

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### **B3 Delivery**

- B3.1 Unless otherwise stated in the Specification, if the Goods are delivered by the Supplier, delivery is completed when the Goods are signed for by the Authority. If the Goods are collected by the Authority, the point of delivery is when the Goods are loaded on the Authority's vehicle.
- B3.2 Except where otherwise provided in the Contract, delivery includes the unloading, stacking or installation of the Goods by the Staff or the Supplier's suppliers or carriers at such place as the Authority or duly authorised person reasonably directs.
- B3.3 The Authority is deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause B4.7.
- B3.4 The issue by the Authority of a receipt note for delivery of the Goods does not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.
- B3.5 Any access to the Premises and any labour and equipment provided by the Authority in connection with delivery is provided without acceptance by the Authority of any liability whatsoever to the extent permitted by law.
- B3.6 Where access to the Premises is necessary in connection with delivery or installation of the Goods, the Supplier and its Sub-Contractors shall at all times comply with the security requirements of the Authority.
- B3.7 The Authority is under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- B3.8 The Authority is under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Authority elects not to accept such over-delivered Goods it shall give notice to the Supplier to remove them within 5 Working Days and to refund to the Authority any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Authority may dispose of such Goods and charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods remains with the Supplier unless they are accepted by the Authority.
- B3.9 Unless expressly agreed to the contrary, the Authority shall not accept delivery by instalments. If the Authority specifies or agrees to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Authority, entitle the Authority to terminate the whole of any unfulfilled part of the Contract without further liability to the Authority.
- B3.10 Timely supply of the Goods is of the essence of the Contract, including in relation to commencing the supply of the Goods within the time agreed or on a specified date. If the Supplier fails to deliver the Goods within the time promised or specified in the Specification, the Authority is released from any obligation to accept and pay for the Goods and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.

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B3.11 If, in delivering the Goods, the Supplier is required to visit Authority Premises which are prisons, the Supplier shall comply with Schedule 7.

## **B4 Quality**

B4.1 The Supplier shall perform its obligations under the Contract:

- (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
- (b) in accordance with Good Industry Practice; and
- (c) in compliance with all applicable Laws.

B4.2 The Supplier shall ensure the Goods:

- (a) correspond with their description;
- (b) conform with the Specification;
- (c) conform, if applicable, with any sample which has been Approved;
- (d) operate in accordance with the relevant technical specifications;
- (e) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- (f) conform in all respects with all applicable Laws; and
- (g) are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Authority.

B4.3 The Authority may inspect and test the Goods at any time on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection and testing.

B4.4 If, following such inspection or testing, the Authority considers that the Goods do not conform or are unlikely to conform with the Supplier's undertakings in clauses B4.1 and B4.2, the Authority may enforce one or more of its rights set out in clause B4.7.

B4.5 Notwithstanding any inspection or testing, the Supplier remains fully responsible for the Goods and any inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Authority may conduct further inspections and tests after the Supplier has carried out its remedial actions.

B4.6 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Goods with those of the Authority and other contractors engaged by the Authority.

B4.7 Pursuant to clause B4.4, the Authority may by notice to the Supplier:

- (a) reject any of the Goods;

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- (b) have the Goods promptly, free of charge and in any event within 5 Working Days, either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; and/or
  - (c) treat the Contract as discharged by the Supplier's breach and obtain a refund (if payment for the Goods has already been made) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining other goods in replacement.

B4.8 Any Goods rejected or returned by the Authority as set out in clause B4.7 shall be returned to the Supplier at the Supplier's risk and expense.

B4.9 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is specified, for a period of 18 months from the date of delivery. If the Authority within such period or within 25 Working Days thereafter gives notice to the Supplier of any defect in any of the Goods as may have arisen during such period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall elect) free of charge.

B4.10 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

## **B5 Risk and Ownership**

B5.1 Subject to clauses B4.4 and B4.5, risk in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1 (Contract Performance)), pass to the Authority on completion of delivery.

B5.2 Title in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1), pass to the Authority on completion of delivery (or payment, if earlier).

## **B6 Non-Delivery**

B6.1 On dispatch of any consignment of the Goods the Supplier shall send the Authority a note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.

B6.2 not used

B6.3 The Parties acknowledge and confirm that the calculation of Liquidated Damages represents a genuine pre-estimate of loss.

B6.4 If the Supplier pays a Liquidated Damages invoice pursuant to clause B6.2(b), the Authority shall not enforce any other remedy for any loss or damages incurred by the Authority in respect of the same failure to deliver the Goods by the Delivery Date.

## **B7 Labelling and Packaging**

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- B7.1 The Supplier shall ensure that the Goods are labelled and packaged in accordance with the Contract.
- B7.2 The Supplier shall comply with the Packaging & Packaging Waste Directive (94/62/EC), implemented in the UK by the Packaging (Essential Requirements) Regulations 2015 (SI 2015/1640). The container in which the Goods are held shall be labelled with the Supplier's name, the net, gross and tare weights, and contain a description of its contents. All containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- B7.3 The Supplier shall remove and dispose of all stillages only from the Premises within the period specified by the Authority and at no cost to the Authority.
- B7.4 not used
- B7.5 The Supplier shall:
- (a) use packaging capable of easy recovery for further use or recycling. Packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile);
  - (b) reuse the packaging and, where reuse is not practicable, recycle the materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging, where these fulfil other packaging specifications;
  - (c) make maximum use of materials taken from renewable sources, if recycled materials are not suitable or not readily available;
  - (d) review packaging specifications periodically to ensure that no unnecessary limitations on the use of recycled materials exist; and
  - (e) if requested, provide the Authority with a description of the product packaging and evidence to satisfy the Authority that it is reusing, recycling and reviewing its use of packaging. The evidence should provide proof of compliance with BS EN 13430 on recyclability or BS EN 13429 on reusability, or equivalent.

## **B8 Training**

If included in the Specification, the Price includes the cost of instruction of the Authority's personnel in the use and maintenance of the Goods and such instruction shall be in accordance with the requirements detailed in the Specification.

## **B9 Equipment**

- B9.1 The Supplier shall provide all the Equipment and resource necessary for the supply of the Goods.
- B9.2 The Supplier shall not deliver any Equipment to, or begin any work on, the Premises without Approval.
- B9.3 All Equipment brought onto the Premises is at the Supplier's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority's

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Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.

- B9.4 Equipment brought onto the Premises remains the property of the Supplier.
- B9.5 If the cost of any Equipment is reimbursed to the Supplier such Equipment shall be the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Authority on request and on completion of delivery of the Goods.
- B9.6 The Supplier shall maintain all Equipment in a safe, serviceable and clean condition.
- B9.7 The Supplier shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:
- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
  - (b) replace such item with a suitable substitute item of Equipment.
- B9.8 Within 20 Working Days of the end of the Term, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Goods and shall leave the Premises in a clean, safe and tidy condition. The Supplier shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Supplier or Staff.

## **B10 Staff**

- B10.1 The Authority may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:
- (a) any member of the Staff; or
  - (b) any person employed or engaged by any member of the Staff
- whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.
- B10.2 The Authority shall maintain the security of the Authority's Premises in accordance with its standard security requirements, including Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005, the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008, available to the Supplier on request. The Supplier shall comply with all security requirements of the Authority while on the Authority's Premises, and ensure that all Staff comply with such requirements.
- B10.3 The Authority may search any persons or vehicles engaged or used by the Supplier at the Authority's Premises.
- B10.4 The Supplier shall not, and shall procure that all Staff shall not, take photographs on the Authority's Premises without Approval.

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- B10.5 At the Authority's written request, the Supplier shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.
- B10.6 The Supplier shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.
- B10.7 The Supplier shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:
- (a) use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and
  - (b) provide documents, records or other material in whatever form which the Authority may reasonably request or which may be requested on the Authority's behalf, for the purposes of an investigation.
- B10.8 The Supplier shall comply with PSI 10/2012 as amended from time to time and available from the Authority on request.

## **B11 Due Diligence**

Save as the Authority may otherwise direct, the Supplier is deemed to have inspected the Premises before submitting its Tender and to have completed due diligence in relation to all matters connected with the performance of its obligations under the Contract.

## **B12 Licence to Occupy**

- B12.1 Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract are on a non-exclusive licence basis free of charge and are used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier has the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.
- B12.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with other persons working concurrently on such land or Premises as the Authority may reasonably request.
- B12.3 If the Supplier requires modifications to the Authority's Premises such modifications are subject to Approval and shall be carried out by the Authority at the Supplier's cost. The Authority shall undertake Approved modification work without undue delay.
- B12.4 The Supplier shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.
- B12.5 The Contract does not create a tenancy of any nature in favour of the Supplier or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights

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granted pursuant to the Contract, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

## **B13 Property**

- B13.1 All Property is and remains the property of the Authority and the Supplier irrevocably licenses the Authority and its agents to enter any Premises of the Supplier during normal business hours on reasonable notice to recover any such Property.
- B13.2 The Supplier does not have a lien or any other interest on the Property and the Supplier at all times possesses the Property as fiduciary agent and bailee of the Authority. The Supplier shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- B13.3 The Property is deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within 5 Working Days of receipt.
- B13.4 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without Approval.
- B13.5 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Goods, in accordance with the Authority's reasonable security requirements as required from time to time.
- B13.6 The Supplier is liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Supplier shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

## **B14 Offers of Employment**

- B14.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under TUPE, any employees or contractors (including the Staff) of the other Party who are directly employed or engaged in connection with the provision of the Goods while such persons are employed or engaged and for a period of 6 Months thereafter.
- B14.2 If either Party breaches the clause B14.1, it shall pay the other Party a sum equivalent to 20% of the annual base salary payable by the Party in breach in respect of the first year of person's employment.
- B14.3 The Parties agree that the sum specified in clause B14.2 is a reasonable pre-estimate of the loss and damage which the party not in breach would suffer if there was a breach of clause B14.1

## **C PAYMENT**

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**C1 Price**

In consideration of the Supplier's performance of its obligations under the Contract, the Authority shall pay the Price in accordance with clause C2.

**C2 Payment and VAT**

- C2.1 The Supplier shall submit invoices to the Authority on the dates set out in Schedule 2.
- C2.2 The Authority shall, in addition to the Price and following Receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Goods supplied in accordance with the Contract.
- C2.3 The Supplier shall add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Authority is not, at any later date, liable to pay the Supplier any additional VAT.
- C2.4 All Supplier invoices shall be expressed in sterling or any other currency which is Approved.
- C2.5 A Valid Invoice is an invoice which includes:
- (a) the Supplier's full name, address and title of the Contract;
  - (b) a description and quantity of the Goods delivered including batch numbers; and
  - (c) the Purchase Order number.
- C2.6 The Authority shall not pay the Supplier's overhead costs unless Approved and overhead costs include, without limitation: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Goods.
- C2.7 If Schedule 2 expressly provides that the Authority may be charged for plant which is on standby then if plant was waiting to be transferred between Premises or if the Authority has instructed that the plant is retained on the Premises then a standby charge of 60% of agreed rates may be made in respect of such relevant periods if supported by timesheets.
- C2.8 The Authority shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant staff were available (unless the standby is because the Supplier is awaiting licensing of the Premises on the Authority's instructions).
- C2.9 The Authority shall not pay for plant or equipment which is stood down during any notice period pursuant to clauses H1, H2 and/or H3 and the Supplier shall mitigate such costs as far as is reasonably possible, for example, by reutilising Staff, plant, materials and services on other contracts.
- C2.10 The Supplier may claim expenses only if they are clearly identified, supported by original receipts and Approved.

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- C2.11 If the Authority pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.
- C2.12 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C2.
- C2.13 The Authority shall pay all sums due to the Supplier within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:
- [REDACTED]**
- C2.14 Any late payment of undisputed invoices by the Authority will be subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank.
- C2.15 The Supplier shall ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.
- C2.16 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause C2.16 shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.
- C2.17 The Supplier shall not suspend delivery of the Goods unless the Supplier is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.
- C2.18 The Authority shall not pay an invoice which is not a Valid Invoice.

### **C3 Recovery of Sums Due**

- C3.1 If under the Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority under the Contract or under any other agreement with the Authority or the Crown.
- C3.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C3.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

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C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

#### **C4 Price During Extension**

Subject to Schedule 2 and clause F4 (Change), the Price applies for the Initial Term and until the end of any Extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

### **D. STATUTORY OBLIGATIONS**

#### **D1 Fraud and Bribery**

D1.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

D1.2 The Supplier shall not during the Term:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

D1.3 The Supplier shall, during the Term:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause D1.3(a) and make such records available to the Authority on request.

D1.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of clauses D1.1 and/or D1.2, or has reason to believe that it has or any of the Staff have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for

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participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

D1.5 If the Supplier notifies the Authority pursuant to clause D1.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.

D1.6 If the Supplier is in Default under clauses D1.1 and/or D1.2, the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

D1.7 Any notice served by the Authority under clause D1.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

## **D2 Equality**

D2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
  - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
  - ii) the Authority's equality and diversity policy as given to the Supplier from time to time;
  - iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

## **D3 Health and Safety**

D3.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's health and safety policy while at the Authority's Premises.

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D3.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

#### **D4 Modern Slavery Act**

D4.1 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:

- (a) all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 ("**Slavery Act**"); and
- (b) the Authority's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").

D4.2 The Supplier shall:

- (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
- (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- (c) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (d) maintain a complete set of records to trace the supply chain of all Goods provided to the Authority in connection with the Contract; and
- (e) implement a system of training for its employees to ensure compliance with the Slavery Act.

D4.3 The Supplier represents, warrants and undertakes on an ongoing basis during the Term that:

- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including, the Slavery Act and all analogous legislation in place in any part of the world;
- (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate;
- (c) neither the Supplier nor any of its Staff or any other persons associated with it:
  - i) has been convicted of any offence involving slavery and trafficking; or

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- ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence in connection with slavery and trafficking.

D4.4 The Supplier shall notify the Authority as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-Slavery Policy; or
- (b) any actual or suspected slavery or trafficking in a supply chain which is connected with the Contract.

D4.5 If the Supplier notifies the Authority pursuant to clause D4.4, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, Records and/or any other relevant documentation in accordance with the Contract.

D4.6 If the Supplier is in Default under clauses D4.2 or D4.3 the Authority may by notice:

- (a) require the Supplier to remove from performance of the Contract any Staff or other persons associated with it whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

## **E PROTECTION OF INFORMATION**

### **E1 Authority Data**

E1.1 The Supplier shall:

- (a) not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise Approved;
- (b) preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data;
- (c) not delete or remove any proprietary notices contained within or relating to the Authority Data;
- (d) to the extent that Authority Data is held and/or processed by the Supplier, supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification;
- (e) perform secure back-ups of all Authority Data and ensure that up-to-date back-ups are stored securely off-site. The Supplier shall ensure that such back-ups are made available to the Authority immediately upon request;
- (f) ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework;

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- (g) identify, and disclose to the Authority on request those members of Staff with access to or who are involved in handling Authority Data;
  - (h) on request, give the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of data, and its procedures for reducing risk;
  - (i) notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take if it has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason; and
  - (j) comply with Schedule 6 (Security Requirements and Policy).

E1.3 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

- (a) require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly; and/or
- (b) itself restore or procure the restoration of Authority Data, and be repaid by the Supplier any reasonable costs incurred in doing so.

## **E2 Official Secrets Acts and Finance Act**

E2.1 The Supplier shall comply with:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

## **E3 Confidential Information**

E3.1 Except to the extent set out in this clause E3 or if disclosure or publication is expressly allowed elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.

E3.2 The Supplier hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.

E3.3 If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause E3.3.

E3.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff,

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professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.

E3.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in supplying the Goods and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E3.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.

E3.7 Clause E3.1 shall not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
- (e) it is independently developed without access to the other Party's Confidential Information.

E3.8 Nothing in clause E3.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:

- (a) for the purpose of the examination and certification of the Authority's accounts;
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (c) to Parliament and Parliamentary committees;
- (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or
- (e) to any consultant, contractor or other person engaged by the Authority

provided that in disclosing information under clauses E3.8 (d) and (e) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

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- E3.9 Nothing in clauses E3.1 to E3.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.
- E3.10 The Authority shall use reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause E3.6 is made aware of the Authority's obligations of confidentiality.
- E3.11 If the Supplier does not comply with clauses E3.1 to E3.8 the Authority may terminate the Contract immediately on notice.
- E3.12 To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Goods, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- E3.13 The Supplier shall:
- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Goods and will keep a record of such breaches;
  - (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
  - (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and
  - (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause E3.12.

#### **E4 Freedom of Information**

- E4.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- E4.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:
- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
  - (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
  - (c) not respond to directly to a Request for Information unless authorised to do so in writing by the Authority.

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E4.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

## **E5 Publicity, Media and Official Enquiries**

E5.1 Without prejudice to the Authority's obligations under the FOIA, the EIR or any obligations under the Regulations or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, without the written consent of the other Party.

E5.2 The Supplier shall use reasonable endeavours to ensure that its Staff, professional advisors and consultants comply with clause E5.1.

## **E6 Security**

E6.1 The Authority may give the Supplier upon request copies of its written security procedures.

E6.2 The Supplier shall, as an enduring obligation during the Term, use the latest versions of anti-virus programs available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

E6.3 Notwithstanding clause E6.2, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data, assist each other to mitigate any losses and to restore the supply of Goods to their desired operating efficiency.

E6.4 Any cost arising out of the actions of the Parties taken in compliance with clause E6.3 shall be borne by the Parties as follows:

- (a) by the Supplier where the Malicious Software originates from the Supplier Software, the Third-Party Software or the Authority Data (whilst the Authority Data was under the control of the Supplier); and
- (b) by the Authority if the Malicious Software originates from the Authority Software or Authority Data (whilst the Authority Data was under the control of the Authority).

## **E7 Intellectual Property Rights**

E7.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Supplier by or on behalf of the Authority (together with the Results, the "**IP Materials**")

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shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Supplier shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Supplier of its obligations under the Contract.

E7.2 The Supplier hereby assigns:

- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier; and
- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials

and shall execute all documents and do all acts as are necessary to execute these assignments.

E7.3 The Supplier shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to supply the Goods grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Supplier or to any other third party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Goods; and
- (d) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E7.3, except to the extent that any such claim results directly from:
  - i) items or materials based upon designs supplied by the Authority; or
  - ii) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Contract.

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- E7.4 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Authority.
- E7.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Supplier or Indemnified Person) arising from the performance of the Supplier's obligations under the Contract ("**Third Party IP Claim**"), provided that the Supplier shall at all times:
- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
  - (b) take due and proper account of the interests of the Authority; and
  - (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).
- E7.6 The Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier is not required to indemnify the Authority under this clause E8.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E7.3 (d) i) and ii).
- E7.7 The Authority shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.
- E7.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E7.3 (b) and G2.1 (g)) use its best endeavours to:
- (a) modify any or all of the Goods without reducing the performance or functionality of the same, or substitute alternative goods of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
  - (b) procure a licence to use the Intellectual Property Rights and supply the Goods which are the subject of the alleged infringement, on terms which are acceptable to the Authority
- and if the Supplier is unable to comply with clauses E7.8 (a) or (b) within 20 Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Contract immediately by notice to the Supplier.
- E7.9 The Supplier grants to the Authority and, if requested by the Authority, to a Replacement Supplier, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date and which the Authority (or the Replacement Supplier) reasonably requires in order for the Authority to exercise its

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rights under, and receive the benefit of, the Contract (including, without limitation, the Goods).

## **E8 Audit**

E8.1 The Supplier shall:

- (a) keep and maintain until 6 years after the end of the Term, 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;
- (b) on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract;
- (c) make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Goods;
- (d) allow authorised representatives of the Authority and/or the National Audit Office to examine the Supplier's records and documents relating to the Contract and provide such copies and oral or written explanations as may reasonably be required; and
- (e) allow the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes.

## **E9 Tax Compliance**

E9.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly give the Authority:
  - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
  - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

E9.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

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- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
  - (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the supply of the Goods by the Supplier or any Staff.

## **F. CONTROL OF THE CONTRACT**

### **F1 Contract Performance**

- F1.1 The Supplier shall immediately inform the Authority if any of the Goods are not being or are unable to be supplied, the reasons for non-supply, any corrective action and the date by which that action will be completed.
- F1.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter, the Authority may carry out a review of the performance of the Supplier (a "**Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):
  - a) the Supplier's delivery of the Goods;
  - b) the Supplier's contribution to innovation in the Authority; whether the Goods provide the Authority with best value for money; consideration of any changes which may need to be made to the Goods;
  - c) a review of future requirements in relation to the Goods; and
  - d) progress against key milestones.
- F1.3 The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.
- F1.4 The Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas of exceptional performance and areas for improvement in the provision of the Goods and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Supplier's obligations under the Contract.
- F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.
- F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.
- F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Contract identified by the Review Report, or those which result from the Supplier's failure to meet the

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Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.

## **F2 Remedies**

- F2.1 If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:
- (a) without terminating the Contract, procure the supply of all or part of the Goods until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier can supply the Goods in accordance with the Specification;
  - (b) without terminating the whole of the Contract, terminate the Contract in respect of some of the Goods only (whereupon a corresponding reduction in the Price shall be made) and thereafter procure a third party to supply those Goods;
  - (c) withhold or reduce payments to the Supplier in such amount as the Authority reasonably deems appropriate in each particular case; and/or
  - (d) terminate the Contract in accordance with clause H2.
- F2.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Goods by a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for those Goods.
- F2.3 If the Authority reasonably believes the Supplier has failed to supply all or some of the Goods in accordance with the Contract, professional or Good Industry Practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Supplier notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.
- F2.4 If the Supplier has been notified of a failure in accordance with clause F2.3 the Authority may:
- (a) direct the Supplier to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
  - (b) withhold or reduce payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.
- F2.5 If the Supplier has been notified of a failure in accordance with clause F2.3, it shall:
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and

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- (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause F2.5 and the progress of those measures until resolved to the satisfaction of the Authority.

F2.6 If, having been notified of any failure, the Supplier does not remedy it in accordance with clause F2.5 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Supplier.

### **F3 Transfer and Sub-Contracting**

F3.1 Except where both clauses F3.6 and F3.7 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract does not relieve the Supplier of any of its obligations or duties under the Contract.

F3.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Goods fully in accordance with the Contract.

F3.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Goods for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with clause E9 (Audit). If any Sub-Contractor does not allow the Authority access to the records then the Authority shall have no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.

F3.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:

- (a) the Sub-Contract contains a right for the Supplier to terminate the Sub-Contract if the relevant Sub-Contractor does not comply with its legal obligations in environmental, social or labour law;
- (b) the Sub-Contractor includes a provision having the same effect as set out in clause F3.4 (a) in any Sub-Contract which it awards; and
- (c) copies of each Sub-Contract are sent to the Authority immediately after their execution.

F3.5 If the Authority believes there are:

- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
- (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.

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- F3.6 Notwithstanding clause F3.1, the Supplier may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C2 (Payment and VAT)). Any assignment under this clause F3.6 is subject to:
- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
  - (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
  - (c) the Authority receiving notification under both clauses F3.7 and F3.8.
- F3.7 If the Supplier assigns the right to receive the Price under clause F3.6, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- F3.8 The Supplier shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority can make payment.
- F3.9 Clause C2 continues to apply in all other respects after the assignment and shall not be amended without Approval.
- F3.10 Subject to clause F3.11, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority;
  - (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
  - (c) any private sector body which substantially performs the functions of the Authority
- provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier’s obligations under the Contract.
- F3.11 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F3.12, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.
- F3.12 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F3.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the “**Transferee**”):
- (a) the rights of termination of the Authority in clauses H1 and H2 are available to the Supplier in respect of the Transferee; and
  - (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier.

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F3.13 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F3.14 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the Contract.

#### **F4 Change**

F4.1 If, after the Commencement Date, the Authority's requirements change, the Authority may request a Change subject to the terms of this clause F4.

F4.2 The Authority may request a Change by notifying the Supplier in writing of the Change and giving the Supplier sufficient information to assess the extent of the Change and consider whether any change to the Price is required in order to implement the Change within a reasonable time limit specified by the Authority. If the Supplier accepts the Change it shall confirm it in writing.

F4.3 If the Supplier is unable to accept the Change or where the Parties are unable to agree a change to the Price, the Authority may:

- (a) allow the Supplier to fulfil its obligations under the Contract without the Change; or
- (b) terminate the Contract immediately except where the Supplier has already delivered all or some of the Goods or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).

F4.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.

F4.5 The Supplier is deemed to warrant and represent that the CNN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.

F4.6 Clauses F4.4 and F4.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

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## **G LIABILITIES**

### **G1 Liability, Indemnity and Insurance**

G1.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach of clauses D1, E1, E3;
- (e) any breach of Schedule 6; or
- (f) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.5, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Goods or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly by any act or omission of the Supplier.

G1.3 Subject to clause G1.1 the Supplier's aggregate liability in respect of the Contract does not exceed £5 Million.

G1.4 Subject to clause G1.1 the Authority's aggregate liability in respect of the Contract does not exceed the Price payable in the previous calendar year of the Contract.

G1.5 The Supplier is not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

G1.6 The Authority may recover from the Supplier the following losses incurred by the Authority to the extent they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;

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- (d) any compensation or interest paid to a third party by the Authority; and
  - (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

G1.7 Subject to clauses G1.1 and G1.6, neither Party is liable to the other for any:

- (a) loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect); or
- (b) indirect, special or consequential loss.

G1.8 Unless otherwise specified by the Authority, the Supplier shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract including:

- (a) not used
- (b) cover for death or personal injury, loss of or damage to property or any other loss; and
- (c) employer's liability insurance in respect of Staff.

Such insurance policies shall be maintained for the duration of the Term and for a minimum of 6 years following the end of the Term.

G1.9 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.10 If the Supplier does not have and maintain the insurances required by the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

G1.11 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

G1.12 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

## **G2 Warranties and Representations**

G2.1 The Supplier warrants and represents on the Commencement Date and for the Term that:

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- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
  - (b) in entering the Contract it has not committed any fraud;
  - (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
  - (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
  - (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
  - (f) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
  - (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
  - (h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
  - (i) in the 3 years (or period of existence if the Supplier has not been in existence for 3 years) prior to the date of the Contract:
    - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
    - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
    - iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
  - (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
  - (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

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G2.2 The Supplier confirms that in entering into the Contract it is not relying on any statements, warranties or representations given or made (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Authority in connection with the subject matter of the Contract except those expressly set out in the Contract and the Supplier hereby waives and releases the Authority in respect thereof absolutely.

## **H DEFAULT, DISRUPTION AND TERMINATION**

### **H1 Insolvency and Change of Control**

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a company and in respect of the Supplier:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- (g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in H1.1 (a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy;

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- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
  - (d) he is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
  - (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
  - (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
  - (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
  - (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 ("**Change of Control**"). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier within 6 Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control

but is not permitted to terminate where Approval was granted prior to the Change of Control.

H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (c) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (d) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (e) any of the following occurs in relation to any of its partners:

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- (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
  - (ii) a petition is presented for his bankruptcy; or
  - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (f) any event similar to those listed in clauses H1.4 (a) to (e) occurs under the law of any other jurisdiction.

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (c) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (d) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (e) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (f) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (g) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in clauses H1.5 (a) to (g) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5 (a) are references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

## **H2 Default**

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Supplier commits a Default and:

- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;

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- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
  - (c) the Default is a Material Breach.

H2.2 If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Contract with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 or to a Force Majeure Event.

### **H3 Termination on Notice**

The Authority may terminate the Contract at any time by giving 90 days notice to the Supplier.

### **H4 Other Grounds**

H4.1 The Authority may terminate the Contract if:

- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Supplier was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract;
- (c) the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU; or
- (d) the Supplier has not, in supplying the Goods, complied with its legal obligations in respect of environmental, social or labour law.

### **H5 Consequences of Expiry or Termination**

H5.1 If the Authority terminates the Contract under clause H2 and makes other arrangements for the supply of the Goods the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.

H5.2 If the Contract is terminated under clause H2 the Authority shall make no further payments to the Supplier (for Goods supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the

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Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause H5.

H5.3 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Goods supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.

H5.4 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Fraud and Bribery), E2 (Official Secrets Acts and Finance Act), E3 (Confidential Information), E4 (Freedom of Information), E7 (Intellectual Property Rights), E8 (Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery), H8 (Retendering and Handover), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), and I12 (Governing Law and Jurisdiction).

## **H6 Disruption**

H6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

H6.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

H6.3 If there is industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Contract.

H6.4 If the Supplier's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Contract may be terminated with immediate effect by the Authority.

H6.5 If the Supplier is unable to supply the Goods owing to disruption of the Authority's normal business, the Supplier may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

## **H7 Recovery**

H7.1 On termination of the Contract for any reason, the Supplier shall at its cost:

- (a) immediately return to the Authority all Confidential Information and IP Materials in its possession or in the possession or under the control of any permitted suppliers

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or Sub-Contractors, which was obtained or produced in the course of providing the Goods;

- (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;
- (c) immediately vacate any Authority Premises occupied by the Supplier;
- (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Goods to the Replacement Supplier; and
- (e) promptly provide all information concerning the supply of the Goods reasonably requested by the Authority for the purposes of adequately understanding the manner in which the Goods have been provided and/or for the purpose of allowing the Authority and/or the Replacement Supplier to conduct due diligence.

H7.2 If the Supplier does not comply with clauses H7.1 (a) and (b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

## **H8 Retendering and Handover**

- H8.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future supply of the Goods.
- H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future supply of the Goods.
- H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.
- H8.4 The Supplier indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause H8.1.
- H8.5 The Supplier shall allow access to the Premises in the presence of an authorised representative, to any person representing any potential provider whom the Authority has selected to tender for the future supply of the Goods.
- H8.6 If access is required to the Supplier's Premises for the purposes of clause H8.5, the Authority shall give the Supplier 7 days' notice of a proposed visit and a list of all persons who will be visiting. Their attendance is subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.

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H8.7 The Supplier shall co-operate fully with the Authority during any handover at the end of the Contract including allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

H8.8 Within 10 Working Days of being requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the supply of the Goods. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

## **H9 Exit Management**

H9.1 On termination of the Contract the Supplier shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clauses H9.2 to H9.5.

H9.2 If the Authority requires a continuation of supply of the Goods on expiry or termination of the Contract, by engaging a third party to supply them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of supply without disruption to routine operational requirements.

H9.3 The following commercial approach shall apply to the transfer of the supply of Goods if the Supplier:

- (a) does not have to use resources in addition to those normally used to deliver the Goods prior to termination or expiry, there shall be no change to the Price; or
- (b) reasonably incurs additional costs, the Parties shall agree a Change to the Price based on the Supplier's rates either set out in Schedule 2 or forming the basis for the Price.

H9.4 When requested to do so by the Authority, the Supplier shall deliver to the Authority details of all licences for software used in supplying the Goods including the software licence agreements.

H9.5 Within one Month of receiving the software licence information described in clause H9.4, the Authority shall notify the Supplier of the licences it wishes to be transferred and the Supplier shall provide for the approval of the Authority a plan for licence transfer.

## **H10 Knowledge Retention**

The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

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## I GENERAL

### I1 Dispute Resolution

- 11.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.
- 11.2 Nothing in this dispute resolution procedure prevents the Parties seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 11.3 If the dispute cannot be resolved by the Parties pursuant to clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in clause I1.5.
- 11.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.
- 11.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
  - (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
  - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
  - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
  - (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

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- (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I1.6.

I1.6 Subject to clause I1.2, the Parties shall not institute court proceedings until the procedures set out in clauses I1.1 and I1.3 have been completed save that:

- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7;
- (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7; and
- (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I1.7, to which the Authority may consent as it sees fit.

I1.7 If any arbitration proceedings are commenced pursuant to clause I1.6:

- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the "**Arbitration Notice**") stating:
  - (i) that the dispute is referred to arbitration; and
  - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration ("**LCIA**") procedural rules in force at the date that the dispute was referred to arbitration in accordance with I1.7 (b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I1.7 (a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

## **I2 Force Majeure**

I2.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Contract for as long as and only to the extent

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- that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 12.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 12.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause 12 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated but the Supplier has failed to do so; and/or
  - (b) should have been foreseen and prevented or avoided by a prudent provider of goods similar to the Goods, operating to the standards required by the Contract.
- 12.4 Subject to clause 12.5, as soon as practicable after the Affected Party issues the Force Majeure Notice and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued supply of the Goods affected by the Force Majeure Event.
- 12.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 12.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
    - i) the other Party is not entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
    - ii) neither Party is liable for any Default arising as a result of such failure;
  - (b) the Supplier fails to perform its obligations in accordance with the Contract it shall be entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Goods (or some of the Goods) continue to be supplied in accordance with the terms of the Contract during the occurrence of the Force Majeure Event.
- 12.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.

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12.8 Relief from liability for the Affected Party under this clause 12 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and is not dependent on the serving of a notice under clause 12.7.

### **I3 Notices and Communications**

13.1 Subject to clause 13.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.

13.2 If it is not returned as undelivered a notice served in:

- (a) a letter is deemed to have been received 2 Working Days after the day it was sent; and
- (b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

or when the other Party acknowledges receipt, whichever is the earlier.

13.3 Notices pursuant to clauses 12 (Force Majeure), 11 (Dispute Resolution) or to terminate the Contract or any part of the supply of Goods are valid only if served in a letter by hand, recorded delivery or special delivery.

13.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

(a) For the Authority:

**[REDACTED]**

(b) For the Supplier:

**[REDACTED]**

### **I4 Conflicts of Interest**

14.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.

14.2 The Authority may terminate the Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority’s reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The actions of the Authority pursuant to this clause 14 shall not

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prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

## **15 Rights of Third Parties**

- 15.1 Clause E7.3 confers benefits on persons named in it ("**Third Party Provisions**" and each person a "**Third Party Beneficiary**") other than the Parties which are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").
- 15.2 Subject to clause 15.1, a person who is not a Party has no right under the CRTPA to enforce the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- 15.3 No Third-Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.
- 15.4 Any amendments to the Contract may be made by the Parties without the consent of any Third-Party Beneficiary.

## **16 Remedies Cumulative**

Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

## **17 Waiver**

- 17.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Contract.
- 17.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 13 (Notices and Communications).
- 17.3 A waiver of any right or remedy arising from a breach of the Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

## **18 Severability**

If any part of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such part shall be severed and the remainder of the Contract shall continue in full effect as if the Contract had been executed with the invalid, illegal or unenforceable part eliminated.

## **19 Entire Agreement**

The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein and supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or

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oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

## **I10 Change in Law**

I10.1 The Supplier is neither relieved of its obligations to supply the Goods in accordance with the terms and conditions of the Contract nor entitled to an increase in the Price as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Goods is reasonably foreseeable at the Commencement Date.

I10.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause I10.1(b)), the Supplier shall:

- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any:
  - (i) change is required to the Goods, the Price or the Contract; and
  - (ii) relief from compliance with the Supplier's obligations is required; and
- (b) provide the Authority with evidence:
  - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors; and
  - (ii) as to how the Specific Change in Law has affected the cost of providing the Goods.

I10.3 Any variation in the Price or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause I10.1(b)) shall be implemented in accordance with clause F4.

## **I11 Counterparts**

The Contract may be executed in counterparts, each of which when executed and delivered constitute an original but all counterparts together constitute one and the same instrument.

## **I12 Governing Law and Jurisdiction**

Subject to clause I1 (Dispute Resolution) the Contract, including any matters arising out of or in connection with it, are governed by and interpreted in accordance with English Law and are subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction does not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction does not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

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## **SCHEDULE 1 – SPECIFICATION**

### **MINISTRY OF JUSTICE SPECIFICATION DOCUMENT Provision for the Supply of Aluminium Window, Roof and Greenhouse Systems.**

#### **SUMMARY**

This document describes the requirement for the supply of Aluminium Window Profiles Systems, Roof Profile Systems and Greenhouse Systems for use by the Ministry of Justice Public Sector Prison Industries covering all requirements of Prisons in England and Wales.

## **SECTION 1: INTRODUCTION**

### **1 Introduction**

- 1.1 The Ministry of Justice (MoJ), operating on behalf of its agency HM Prison and Probation Service (HMPPS), intends to contract with suppliers for the supply of Aluminium Window, Roof and Greenhouse Profile Systems, into the Public Sector Prison Industry workshops located around the prison establishment.
- 1.2 The Equipment will be procured through open competition advertised in Contracts Finder and OJEU.
- 1.3 The MoJ seeks to contract with suppliers who can deliver value for money for the taxpayer, is target driven, and can ensure they can comply with the specified quality and legal standards. Although the MoJ is the contracting Client of the profile systems, the end users will be the Public Sector Prison Industries (PSPI).
- 1.4 The Supplier(s) will be deemed to have satisfied himself as regards the nature and scope of the aluminium profile systems to be supplied. No future claims by the Supplier(s) for additional payments will be allowed on the grounds of misunderstanding or misinterpretation due to lack of knowledge of the requirements as set out in this document.
- 1.5 The MoJ will not reimburse any parties bidding or associated costs in relation to this contract.
- 1.6 Levels of historical orders are not guaranteed. Historical volumes are provided in this Specification in order to add relevant context, and are to be used as a guide.

### **2 Background**

- 2.1 Public Sector Prison Industries (PSPI) was created within the Directorate of Public Sector Prisons (PSP) on 1st April 2015 following a strategic review of prison industries commissioned by the Future of Prison Industries Board.

The purpose of PSPI is to help reduce the potential for prisoners to reoffend and to help PSPI deliver Decent Regimes.

- 2.2 Allied to that purpose are two main aims:

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- To provide employment for prisoners, enabling them to experience real work, 'on the job training', and life skills in the preparation for their release;
  - To produce high quality goods and services to allow prisoners to live decent lives in custody.

2.3 PSPI manage industries in 95 prisons in England and Wales, including some private sector prisons, and currently operate 465 workshops employing 1056 staff and around 11,500 prisoners and detainees. Our main industries include:

- **64 Textile workshops**, employing approximately 1900 prisoners on a daily basis producing clothing and textile products for the prison population
- **47 commercial Horticultural units** employing over 1000 offenders currently grow produce for use within prison kitchens
- **17 Engineering and Windows** work-shops employing over 500 prisoners. Manufacturing products for the internal market, MOD and commercial companies, disciplines include: welding and fabrication, sheet metal, CNC machining and powder painting in our engineering workshops and in our windows manufacturing cell windows, telephone boxes, tilt and turn windows, anti-finger trap doors, amongst other products. Window workshops are currently at HMP Coldingley, HMP The Mount, HMP Hewell and HMP Wymott.
- **6 Plastics** workshops with 29 Machines producing a range of CES products for internal use and work for commercial customers
- **11 Print production workshops** producing printed documents for NOMS, The MOJ, HMCTS and other Government departments
- **18 Woodwork** shops employing over 700 prisoners. We produce work for internal market, other government departments and commercial customers; including cell furniture, packaging crates and hotel refurbishments
- **13 Food Packing Services** workshops producing daily breakfast and beverage packs for 55,000 prisoners
- Prison Industries continue to support other Government Departments by using offender labour to manufacture over £3million pounds worth of goods annually

2.4 PSPI continue to develop their commercial offering to the market and have seen a continuing upward growth in work carried out for the Ministry of Defence and future opportunities for PSPI to provide additional work as part of the new build prisons. The success of the raw material contracts is therefore business critical.

### 3 Purpose

3.1 This document provides a specification for the Supply Aluminium Profiles Systems across the prison estate. The information contained within this document forms the basis of the criteria against which Supplier performance will be measured.

3.2 The purpose of this procurement is to ensure the MoJ provides quality, fit for purpose and value for money equipment for all stakeholders within PSPI.

3.3 The MOJ and PSPI workshops operate in an environment of continuous improvement. To this end, the Supplier(s) should also:

- Work strategically and collaboratively with all stakeholders and their supply chain to assist in achieving an ongoing increase in performance and targets;

- 
- Work innovatively in collaboration with all stakeholders and their supply chain in order to identify areas for improvement in the supply of profiles outlined in this specification.

#### **4 Overview of Requirements**

- 4.1 This provision relates to the supply of Aluminium Profile systems in 3 different Lots. Suppliers will be required to source, stock and deliver as requested across the PSPI estate a range of materials to allow the manufacture of profile systems as outlined in this document.
- 4.2 To ensure the Authority can meet its obligations, Suppliers will be required to provide a flexible approach to the addition/removal of products stated within this document required for all stakeholders to carry out their roles, any items added shall be priced in accordance to those in the original range.
- 4.3 Suppliers shall be required at all times to fulfil orders placed by the Authority within the agreed lead-times contained within this document and/or quotation request forms, these lead times will form part of the Suppliers KPIs (Key Performance Indicators) and will be reported within the MI (Management Information).
- 4.4 Suppliers shall utilise their specialist knowledge of developments and innovation in the market to help the Authority to identify areas for cashable cost savings and offer improvements or alternative products, which may enhance performance, improve delivery or offer financial savings.

#### **5 Scope**

- 5.1 These requirements are split into 3 lots:
- Lot 1 – Window / Door Profile Systems
  - Lot 2 – Roof Profile Systems
  - Lot 3 – Greenhouse Profile Systems

Each Lot is detailed further in section 3 of this specification, providing grades and product sizes.

- 5.2 Each Lot will result in the award of a contract, suppliers may bid for as many lots as they want and can be awarded multiple lots.
- 5.3 Contracts will be placed according to the suppliers' final ranking of their overall tender scores following evaluation. The supplier who receives the highest overall tender score in each lot will win the contract.
- 5.4 The contract shall be for a duration of 4 years. Orders placed near the end of the term should still be delivered in full, even if this exceeds the contract duration.
- 5.5 A list of current and planned locations for engineering workshops in each sub-lot is provided at Appendix A. Suppliers will be required to supply all locations.
- 5.6 There are currently no plans to add any additional workshops for the manufacture of windows, roofs, and greenhouses. However, this may change over the life of the contract.

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Suppliers will be expected to delivery to the new workshops under the same terms and conditions of this contract.

## 6 Value & Volumes

- 6.1 Historical spend on like for like material and services is provided below, this is an indication of the potential spend, however, the Authority provides no guarantees of volumes, monetary commitment or future requirements whatsoever, all quantities provided within this document are historical usage figures over the last four years and are provided for illustration purposes only. Volume and therefore spend are affected by demand for the goods that are required operationally for the various stakeholders.

<b>Fiscal Year</b>	<b>Window Systems</b>	<b>Roof Systems</b>
<b>2012/13</b>	<b>£616,683.68</b>	<b>£133,577.69</b>
<b>2013/14</b>	<b>£669,621,70</b>	<b>£82,427.23</b>
<b>2014/15</b>	<b>£595,661.88</b>	<b>£70,326.22</b>
<b>2015/16</b>	<b>£589,558.33</b>	<b>£106,243.52</b>
<b>2016/17</b>	<b>£370,281.00</b>	<b>£139.845.70</b>

### Combined

<b>Lot</b>	<b>Max</b>	<b>Min</b>
<b>Lot 1 -Window Profiles Systems</b>	<b>£669,621</b>	<b>£370,281</b>
<b>Lot 2 - Roof Systems</b>	<b>£139,845</b>	<b>£70,326</b>
<b>Lot 3 -Green House Systems</b>	<b>£0</b>	<b>£0</b>
<b>Total</b>	<b>£809,466</b>	<b>£440,607</b>

Information for 2016/2017 has been supplied by the current suppliers.

The above table shows the total annual spend for these contracts between

**Lot 1 - £370,000 and £670,000 p.a.**

**Lot 2 - £70,000 and £140,000 p.a.**

**Lot 3 - £50,000 and £70,000 p.a. (est)**

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6.2 In order to inform suppliers of the scale of demand, spend information in the above tables has been provided. Suppliers should note the following conditions that this information is provided under.

- The information provided is by example only.
- The information provided is, to the best of the Authority's knowledge, accurate however in no way the information is provided considered binding on the Authority.
- The information is historical only and the Authority in no way guarantees future volumes will be the same (either in exceeding or falling short of the figures provided) and the Authority does not commit to spend of a similar level in future.

## 7 Estate information and operating coverage

7.1 The following is an overview of estate information which provides suppliers an understanding of the size of the estate of the Authority and its operating environment.

7.2 PSPI Window Manufacturing delivery sites.  
Further details of these location are provided in Annex A.

Prison Name	Location
Wymott	Ulnes Walton, Leyland, Lancashire
Hewell	Redditch, Worcestershire
The Mount	Bovingdon, Hemel Hempstead, Hertfordshire
Coldingley	Bisley, Woking, Surrey

This is not an exhaustive list, additional sites may be added to the PSPI Engineering network, and other prisons may need deliveries of items covered in this contract.

7.3 A full Prison Map is provided in Annex B for information.

## SECTION 2: Contract Management

### 8 Contract Management

8.1 The Authority will nominate a member of the category team who will be the main contact for the Supplier(s) and responsible for the overall contract performance.

8.2 The Supplier(s) shall nominate a contract manager and deputy who shall be a single point of contact, shall take overall responsibility for the contract. Shall provide a telephone and e-mail address for both contract manager and their deputy as contact point during office hours (8.30am-5.00pm), Monday – Friday excluding bank holidays to allow the Authority access to quotations, general enquiries, product information, technical queries and advice, expediting orders, report discrepancies, arrange collections and raise a complaint.

8.3 In the event that the Supplier(s) contract manager or deputy needs to be replaced, written explanation providing reasons, and the replacements contact details shall be submitted to the Authority.

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- 8.4 The Contractor shall be responsible for ensuring that the services of contract management is carried out with reasonable skill, care and diligence in accordance with the contract and to the satisfaction of the Authority.
- 8.5 The Supplier(s) contract manager, and, or deputy may be required to meet with the Authority contract manager every 3 months over the term of the contract as a minimum, ideally face to face. An agreed meeting schedule with meeting locations will be in place. No additional charges or costs for attendance of these meetings will be passed onto the Authority or any Stakeholders.
- 8.6 Meetings maybe required more regularly if any issues or failures occur during the contract.
- 8.7 If or when, for whatever reason the Supplier(s) contract manager identifies any potential problem in meeting the requirements of the contract, these should be brought to the Authorities attention without delay.
- 8.8 Agenda's for meetings will be defined in greater detail throughout the life of the contract but as a minimum will consist of the following.
- Review of previous period's performance.
  - Detailed review against KPIs.
  - Risks, issues and actions.
  - Specific delivery and/or quality issues if relevant.
  - Forward plan.
  - Continuous Improvement.
  - Quality management, internal audit and sub-contractor audits.
  - Annual business review (Annually).
- 8.9 A mobilisation meeting will be required prior to the commencement of the contract. As a minimum the agenda will consist of the following:
- Introductions
  - Roles & Responsibilities
  - Working with the MoJ
  - Setting Supplier Performance KPI's
  - Sustained Supply & Contingency
  - Ongoing Contract Management

## **9 Key Performance Indicators (KPIs)**

- 9.1 The Supplier shall seek to achieve 100% compliance with the Authority's required KPIs. Performance against the KPIs shall be monitored on a monthly basis following full implementation of the Contract. This shall form part of the overall monitoring and management of the Contract. The Supplier shall submit a report monthly and quarterly for contract review meetings (8.5) or upon request. The report shall detail performance against each of the KPI's.
- 9.2 Where a Supplier continually fails to meet the KPIs (i.e. for more than two consecutive reporting periods) the Authority shall have the right to implement a Performance Improvement Plan. Where the Supplier performance fails to improve, the Authority shall have the right to seek termination of the contract as described in the Termination Clauses in the Terms of Conditions of the Contract.

## KPIs – All Lots

<b>Indicator</b>	<b>Measurement</b>	<b>Target</b>
Product Quality	Level of Returns	<2%
Product Recalls	No of Product Recalls	<1%
Non availability of Products	Notify within 48 hours of receipt of order	100%
On Time Delivery	Delivered within Agreed Lead Times, and or, acknowledged delivery date.	99%
Order Fill Rate	Complete Orders	98%
Management of Complaints	Resolved within Agreed Timescales	98%
Compliance	No of incidents relating to Environmental or Health and Safety	100%
MI Reporting	Providing MI Reports within agreed timescales	100%
Invoice Accuracy	Number of Invoice Queries	<2%

### **10 Management Information**

- 10.1 Suppliers are required to provide management information on a monthly basis to support the KPI report. Suppliers must be capable of providing a breakdown of all orders including but not limited to: cost centre, contact name, delivery location, item description, cost, order date, delivery date, and purchase order number, invoice number and payment date. The format and method of supply will be agreed between the Authority and Supplier during the mobilisation period.

### **11 Warranty Period**

- 11.1 All material will be provided with a guarantee of grade, specification and quality. Material provided that does not meet the required quality will need to be replaced with no additional costs incurred by the Authority.
- 11.2 Any material identified as sub-standard and as had any value added process carried out, may be included in the warranty claim to cover all additional costs incurred.
- 11.3 The Supplier warrants that all repairs and replacements will be carried out with due diligence and professionalism, according to any specification requirements for the grade of material.

### **12 Delivery**

- 12.1 All delivery costs are to be met by the Supplier and should be reflected in their pricing proposal. No separate delivery charges will be paid. Orders will be placed on Incoterms® 2017 – DAP (Delivered at Place).
- 12.2 Due to the nature of the environment in which the Authority operates the supplier will need to be prepared to arrange delivery around operational constraints these include but are not limited to:
- Security checks on vehicles and personnel coming in and out of all sites.
  - Physical size of gates (Appendix C provides indicative information although this should not be relied upon. Please see paragraph 12.3.)

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- Staff constraints on times slots for delivery and limited access to all sites.
  - Maximum length sizes for each establishment may vary. Please see 12.3.
- 12.3 Delivery arrangements should be agreed with individual establishments prior to delivery of an order.
- 12.4 Suppliers should be aware that, due to the strict operational restrictions involved in the prison environment, it is imperative that all deliveries are made within the timeslots that have been agreed. Deliveries shall not, except by prior arrangement, be accepted by the Authority outside of these timeslots. If the Authority rejects any deliveries, the Supplier shall be informed by the Authority of a suitable time for the Goods to be re-delivered.
- 12.5 The Supplier shall contact the delivery site at least 24 hours prior to the day of delivery to confirm the estimated time of arrival of the delivery vehicle. No additional charges shall be applied for re-delivery where the original delivery was made outside the agreed timeslot.
- 12.6 The Authority expects the Supplier to be aware of and to comply with any reasonable requests made by the Authority and to comply with any aspects of the conditions of Contract that mention security procedures – for further details please refer to the Driver's Handbook in Appendix H.
- 12.7 The Supplier will ensure that all personnel entering any of the Authority's Sites will carry official photographic forms of identification.
- 12.8 The Supplier shall comply with the requirements relating to the restriction of items allowed to be brought into a Site. Appendix G, provides details of the full list of restricted items.
- 12.9 The Authority shall state on any Purchase Order when the delivery is required, however, the Supplier guarantees that goods can be delivered within the lead-times identified within this document.
- 12.10 There may be occasions where delivery to other establishments in England and Wales is required. The Authority may add delivery locations as required throughout the life of this Contract. There may be a requirement to provide Goods to such locations and where this is a requirement, these shall be delivered within the term of this Contract. Notification of any such Sites shall be communicated to the Supplier. There will be no additional delivery costs to these establishments.
- 12.11 Each delivery consignment shall contain a delivery note and shall be attached to the order. This shall contain relevant information to identify and audit the relevant delivery. As a minimum, the delivery note shall include:
- The purchasing organisations official purchase order number.
  - Delivery address.
  - Account number.
  - Line product detail including pack size and quantity.
  - The manufacturing unique batch / melt number.
  - Number of cartons in consignment.
- 12.12 Test certificates will be required as outlined in section 3 of this specification. Failure to supply relevant certificates may result in the deliveries been rejected. No additional charges will be incurred by the Authority for the supply of any certificates required.

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- 12.13 Certificates must be supplied if the delivery is the first following any changes in batch, specification, regulations, standards, laws, and or any other requirement where a certificate needs to issued.
- 12.14 Delivery performance is one of the contracts Key Performance Indicators, this should be measured and reported in the MI reports.

### **13 Delivery Discrepancies**

- 13.1 In the event that the Authority experiences a delivery discrepancy (i.e. full order not fulfilled), this shall be communicated to the Supplier by telephone or email, identifying the original purchase order number and business location as a reference. The Supplier shall investigate the matter and re-supply the Goods. The Supplier shall be liable for the cost of collection and re-delivery for discrepancies.
- 13.2 The Authority does accept that due to the nature of the product, there may be slight differences in the lengths ordered and the lengths delivered, providing they are within the standard BS EN 12020-2:2016 tolerances and dimensions for aluminium extrusions these orders will be deemed complete.
- 13.3 Where the Supplier claims delivery has taken place, the Authority shall require a legible proof of delivery to ascertain a delivery has been made in the event of a dispute.
- 13.4 Where the Supplier and Authority are in dispute, this shall be escalated to the Authority category manager for discussion with the Supplier(s) contract manager.

### **14 Substitute Items**

- 14.1 Substitute grades shall not be despatched without expressed permission of the workshop placing the order, and should then only be so with a written authorised concession. All concessions can only be authorised by designated engineers nominated by each workshop.
- 14.2 In the event of a concession being authorised, and the product code, line description or price is different, then the Supplier(s) shall advise the local business unit to cancel the order and re-submit the purchase order under the correct description, code and price to facilitate electronic invoice matching.
- 14.3 Any concessional items must without exception comply with the minimum item specification or standards set out in the contract.

### **15 Returns**

- 15.1 In the event that goods are to be returned to the Supplier, where the Goods do not meet the required Quality or where the Goods do not meet the Requirements stated within the Purchase Order, said Goods shall be collected by the Supplier and re-delivered at their own expense.

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- 15.2 The Supplier must accept returns within 28 days of the delivery date where items are returned by the Authority unused, in a saleable condition, with their original packaging and with all component parts and any promotional items.

## **16 Stock Management**

- 16.1 All material supplied under this contract must have full traceability back to the point of manufacture, and be supplied with heat / batch / melt or other unique manufacturing identification.
- 16.2 All materials must be stored and clearly labelled for identification to eliminate risk of picking errors, cross contamination and quality issues.
- 16.3 Risks associated with stock availability throughout the life of the contract should be identified and mitigated to ensure continuity of supply.

## **17 Quality**

- 17.1 Where the Goods supplied do not meet the quality requirements referred to in this document, the Authority shall notify the Supplier in writing, detailing the Quality concerns (i.e. damaged goods, Goods do not meet the quality requirements)
- 17.2 Within 48 hours receipt of the Quality discrepancy, the Supplier shall contact the Authority to discuss, and will be expected to resolve the issue within 5 working days of this discussion taking place. Where the Supplier agrees the Goods do not meet the required standard of quality, the Supplier shall replace such items and collect the disputed Goods at their own expense.
- 17.3 Where the Supplier and Authority cannot agree an appropriate solution, the issue shall be escalated to the Authority Category Manager and Supplier Contract Manager for resolution.
- 17.4 Where there is problem with the product identified by the Supplier that necessitates product recall these should be reported to the Authority immediately together with the details of the products affected and which establishments they have been supplied to. Any costs associated with the removal of products that have been recalled shall be borne by the Supplier.
- 17.5 Quality is one of the contract Key Performance Indicator's, this should be measured and reported in the MI reports.

## **18 Quality Management**

- 18.1 The Supplier shall operate a full quality management system e.g ISO 9001 or equivalent, hold a current certificate or accreditation, are working towards accreditation or are prepared to gain an accreditation within 1 year of contract mobilisation. As and when reasonably required, the Authority shall be entitled to request batch samples of independent testing, and to conduct independent audits of the management system.
- 18.2 Quality Systems shall be managed by a suitably qualified person who shall ensure the execution of approved procedures including full compliance with relevant industry standards. The Supplier shall exercise due diligence in the appointment,

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and subsequent management of their Suppliers, ensuring at all times that the quality and integrity of products are consistent with the Authorities requirements and performance standard, as set out in the contract.

18.3 As part of the quality control systems, the Supplier shall ensure strict product quality inspection regimes are in place throughout the product supply chain, including final inspection within its premises prior to delivery to the Authority.

18.4 The Supplier shall establish and maintain systems, procedures, and processes within its supply chain to provide full product tractability, and in the event of product failure or defect, the Supplier shall ensure there is a comprehensive product recall procedure. Details of these shall be submitted to the Authority.

18.5 The Supplier shall continually validate and improve the effectiveness of its quality assurance and management systems in line with the best industry practice, and appropriate standards.

## **19 Complaints Procedure**

19.1 Suppliers are required to have a documented complaints procedure in place for the duration of the contract period. This must include escalation points where it is not possible to resolve complaints within an initial period.

## **20 Compliant Invoice Submission**

20.1 Supplier's invoices shall be submitted to the address as stated on the Purchase Order.

20.2 All invoices are subject to a three way matching process (Purchase Order, receipt and Invoice) prior to payment being made to the contractor. The MoJ operates a 'no PO no pay' policy. The Supplier shall not accept telephone orders from the Authority without a valid PO. The Supplier shall ensure that there is no discrepancy between the invoice lines, quantity and price from the original purchase order. Failure to submit a compliant invoice will result in the payment going on hold and payment may be delayed.

20.3 Invoices must be compliant with the following:

- Must be received at the correct billing address
- Must quote a valid Purchase Order Number (clearly printed on the PO)
- Must be to a total agreed sum
- Shall not be sent with delivery note
- Must list product lines broken down by product code
- Must give quantity purchased, and individual prices in addition to a line total
- Back Order Notification.

20.4 All invoices should be sent to the invoice address as stipulated on the official purchase order form from the relevant participating organisation, or individual department within the requesting Purchase Order.

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## SECTION 3: LOT SPECIFICATION & Information

### 21 Lot 1: Window / Door Profile Systems

#### 21.1 General

21.1.1 The Authority require a thermally broken direct fix, externally glazed aluminium window and door system that can be manufactured within the PSPI estate using existing PSPI designs.

21.1.2 They must comply and have been tested and certified to the following:

- BS 4873:2016\* Aluminium Alloy Windows- Specifies requirements for the design, construction and performance of aluminium alloy windows including materials and glazing.
- PAS 24:2016\* Specification for enhanced security performance of casement and tilt/turn windows in domestic applications - Specifies test methods and acceptance criteria applicable to domestic casement, top swing, vertical sliding and tilt/turn windows which provide enhanced security against unauthorized forced entry.

21.1.3 Doors must comply and have been tested and certified to the following:

- BS6375-2:2009\* General performance requirements for door assemblies- Specifies test methods and acceptance criteria applicable for general performance for domestic, residential door sets
- PAS 24:2016\* Enhanced security performance requirements for door assemblies - Specifies test methods and acceptance criteria applicable for enhanced security performance for domestic, residential door sets.

All the establishments provide replacement windows and doors internally throughout the entire Prison Estate.

21.1.4 The Window frames and ancillary items referred to in this specification are to comply with any current British Standards Code of Practice and statutory requirements [BS4873:2016 & PAS24:2016], including all amendments, revisions etc. Door Systems referred to in this specification are to comply with any current British Standards Code of Practice and statutory requirements [PAS24:2016 & LPS1175 SR2] including all amendments, revisions etc. All systems must also be in compliance with the guides and recommendations of any appropriate trade organizations and associations relevant to performance, constituent materials, methods and assembly and use.

ADL 2013	ADL1	ADL2
New Build*	1.6 W/m2k	1.6 W/m2k
Refurbishment**	1.6 W/m2k	1.6 W/m2k

Extensions**	1.4 W/m2k	1.4 W/m2k
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\*Area weighted average U-value

\*\* Whole window U-value

21.1.5 All Aluminium alloy extruded sections shall be aluminium alloy grade EN AW 6063 T6 or equivalent meet the current standard BS EN 12020 and comply with all parts of BS EN755:2016.

21.1.6 All windows to have a minimum glazing capacity of 24mm for double glazed units. Please note that in most cases laminated glass will be used.

21.1.7 All Aluminium sections to be polyester powder coated to BS EN 12206-1:2004 to a minimum thickness of 60 microns, standard colour is white RAL 9910, other colours will be required when necessary; there may also be a requirement to provide non- coloured anodised finish sections.

Our common RAL numbers are:

Colour	Ral Number
Hipca White (standard)	9910 HG
Sapphire Blue	5003 HG
Leaf Green	6002 HG
Chocolate Brown	8017 HG
Anthracite Grey	7016 HG
Signal Red	3001 BY

## 21.2 Design

21.2.1 Prison Industries produce cell windows. These particular windows will require double-glazing which meets the thermal efficiency target of 1.3U.

21.2.2 To ensure cell window openers work correctly the distance between the glass and security grille must be at a minimum 23mm.

21.2.3 The window system should be compatible with a standard 70 mm roof system.

21.2.4 PSPI Technical drawings for our windows and doors can be located in appendix D.

21.2.5 You must ensure that your profile system can be used to manufacture all designs.

## 21.3 Performance

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- 21.3.1 Aluminium Windows will have to be tested to meet category 2400 Pa in accordance with current versions of BS 6375 series.
- 21.3.2 Aluminium Doors will have to be tested to meet category 2000 Pa in accordance with current versions of BS 6375 series.
- 21.3.3 Glazing - All aluminium windows will be required to be externally glazed using a secure glazing bead construction, incorporating 'E' gasket to bead and an internal wedge incorporating a secure glazing bead.

## **21.4 Warranty**

- 21.4.1 A minimum 10 year guarantee on all products should be provided. This should include profiles, hardware and accessories.
- 21.4.2 The profile finish, either powder coating or anodised shall have a minimum 15 year warranty.
- 21.4.3 Manufactured window and door frames that have become defective will be replaced. Any additional costs for manufacturing and / or installation shall be covered by the supplier.

## **21.5 Software**

- 21.5.1 A computer software package shall be required to provide: cutting schedule, glass size, profiles, accessories, stock control and will also be required to indicate reasonable industry standard manufacture times for each item. A minimum of 6 licenses will be required 1 at each workshop and 2 to be on laptops for training and use and PSPI headquarters in London.
- 21.5.2 Software must be capable of processing bespoke PSPI systems used in building.
- 21.5.3 This software will need to be capable of being updated on a regular basis (with compliance to our establishment security procedures as agreed on tender award).
- 21.5.4 All software and hardware supplied will remain the property of the supplier. Any software will be removed from all devices, and any hardware, discs etc. will be returned to the supplier on termination of the contract.

## **21.6 Tooling**

- 21.6.1 Any specific tooling required to manufacture your system shall be provided at no charge. 4 sets of tooling will be required, 1 set located at each workshop.
- 21.6.3 Tooling that may be required are as follows, but may not be limited to:
- Jigs.
  - Crimpers.
  - Press Tools.
  - Pneumatic Press.
- 21.6.2 Tooling that has, through normal wear and tear come to the end of its life will be replaced throughout the term of the contract at no additional charge.

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- 21.6.3 Any tooling that has been damaged by the Authority, and requires repair or replacement will be charged at cost to the Authority.
  - 21.6.4 Where the Supplier and Authority are in dispute, this shall be escalated to the Authority category manager for discussion with the Supplier contract manager.
  - 21.6.2 All tooling will remain the property of the supplier and returned to the supplier on termination of the contract.

## **21.7 Training and support**

- 21.7.1 The Supplier will provide training to PSPI personnel on their recommended manufacture, installation and maintenance procedures for compliance with any warranties.
- 21.7.2 The Supplier will provide training to relevant PSPI personnel on the safe use of all tooling and equipment supplied under the contract in the manufacture of your system at no additional cost.
- 21.7.3 Any developments in your system will require additional training throughout the life of the contract at no additional cost.
- 21.7.4 All supplied software shall be supported throughout the life of the contract, including any upgrades at no additional cost.
- 21.7.5 The Supplier shall provide formal training on all computer software packages supplied under the contract with initial training at the beginning of the contract and as reasonably required throughout the term of the contract.

## **21.8 Marking and Packaging**

- 21.8.1 All outer packaging must include description of goods; consignee's name, address and contact reference, month and year of manufacture with batch and or heat numbers, our purchase order number with full certification and traceability.
- 21.8.2 The supplier will be responsible for ensuring that the delivered items are securely packaged, covered and suitably protected to prevent damage during loading, transport and off-loading.

## **21.9 Immobilisation**

- 21.9.1 All workshops will be required to be fully operational as soon as possible, as a minimum, 1 workshop within 4 weeks of contract award, and the remaining 3 workshops to be fully operational within 8 weeks.

## **22 Lot 2: Roof Profile Systems**

### **22.1 General**

22.1.1 The Authority requires an aluminium roof system, glazing materials and consumables to manufacture glazed roofs from PSPI designs for use within the prison estate.

22.1.2 They must comply and have been tested and certified to the following:

- BS 5516-1:2004 Specifies requirements for the design, construction and performance of aluminium alloy roof systems including materials and glazing.

ADL 2013	ADL1	ADL2
New Build*	1.6 W/m2k	1.6 W/m2k
Refurbishment**	1.6 W/m2k	1.6 W/m2k
Extensions**	1.4 W/m2k	1.4 W/m2k

\*Area weighted average U-value

\*\* Whole window U-value

22.1.3 All Aluminium alloy extruded sections shall be aluminium alloy grade EN AW 6063 T6 or equivalent meet the current standard BS EN 12020 and comply with all parts of BS EN755:2016.

22.1.4 Roof sections will need to accommodate 25 mm triple wall polycarbonate unit or a 28 mm double glazed unit.

22.1.5 All Aluminium sections to be polyester powder coated to BS EN 12206-1:2004 to a minimum thickness of 60 microns, standard colour is white –RAL 9910, other colours will be required when necessary; there may also be a requirement to provide non- coloured anodised finish sections.

Our common RAL numbers are:

Colour	RAL Number
Hipca White (standard)	9910 HG
Sapphire Blue	5003 HG
Leaf Green	6002 HG
Chocolate Brown	8017 HG
Anthracite Grey	7016 HG
Signal Red	3001 BY

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## **22.2 Design**

22.2.1 The roof system should be compatible with a standard 70 mm window system.

22.2.2 PSPI Technical drawings for our roof system can be located in appendix E and are available in Bravo as attachments.

22.2.3 You must ensure that your profile system can be used to manufacture all designs.

## **22.3 Performance**

22.3.1 Aluminium Roofs will have to be tested to meet category 2400 Pa in accordance with current versions of BS 5516

22.3.2 Glazing - All aluminium roofs will be required to be externally glazed using a secure glazing bead construction, incorporating 'E' gasket to bead and an internal wedge incorporating a secure glazing bead.

## **22.4 Warranty**

22.4.1 Materials supplied used to manufacture roofs that have become defective will be replaced including any additional costs incurred to re-manufacture and install for a period of 10 years, including all aluminium products, hardware and accessories.

## **22.5 Software**

22.5.1 A computer software package shall be required to provide: cutting schedule, glass size, profiles, accessories, stock control and will also be required to indicate reasonable industry standard manufacture times for each item. A minimum of 6 licenses will be required 1 at each workshop and 2 to be on laptops for training and use and PSPI headquarters in London.

22.5.2 Software must be capable of processing bespoke PSPI systems used in building.

22.5.3 This software will need to be capable of being updated on a regular basis (with compliance to our establishment security procedures as agreed on tender award).

22.5.4 All software and hardware supplied will remain the property of the supplier. Any software will be removed from all devices, and any hardware, discs etc. will be returned to the supplier on termination of the contract.

## **22.6 Tooling**

22.6.1 Any specific tooling required to manufacture your system shall be provided at no charge. 4 sets of tooling will be required, 1 set located at each workshop.

22.6.2 Tooling that may be required are as follows, but may not be limited to:

- Jigs.
- Crimpers.
- Press Tools.
- Pneumatic Press.

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22.6.3 Tooling that has, through normal wear and tear come to the end of its life will be replaced throughout the term of the contract at no additional charge.

22.6.4 Any tooling that has been damaged by the Authority, and requires repair or replacement will be charged at cost to the Authority.

22.6.5 Where the Supplier and Authority are in dispute, this shall be escalated to the Authority category manager for discussion with the Supplier contract manager.

22.6.6 All tooling will remain the property of the supplier and returned to the supplier on termination of the contract.

## **22.7 Training & Support**

22.7.1 The Supplier will provide training to relevant PSPi personnel on the safe use of all tooling and equipment supplied under the contract in the manufacture of your system at no additional cost.

22.7.2 Any developments in your system will require additional training throughout the life of the contract at no additional cost.

22.7.3 All supplied software shall be supported throughout the life of the contract, including any upgrades at no additional cost.

22.7.4 The Supplier shall provide formal training on all computer software packages supplied under the contract with initial training at the beginning of the contract and as reasonably required throughout the term of the contract.

## **22.8 Marking & Packaging**

22.8.1 All outer packaging must include description of goods; consignee's name, address and contact reference, month and year of manufacture with batch and or heat numbers, our purchase order number with full certification and traceability.

22.8.2 The supplier will be responsible for ensuring that the delivered items are securely packaged, covered and suitably protected to prevent damage during loading, transport and off-loading.

## **22.9 Immobilisation**

22.9.1 All workshops will be required to be fully operational as soon as possible, as a minimum, 1 workshop within 4 weeks of contract award, and the remaining 3 workshops to be fully operational within 8 weeks.

## **23 Lot 3: Greenhouse Profile Systems**

### **23.1 General**

23.1.1 The Authority requires an aluminium non-thermally broken greenhouse system, glazing materials and consumables to manufacture glazed greenhouses from PSPi designs for use within the prison estate.

23.1.2 They must comply and have been tested and certified to the following:

- 
- BS EN 13031-1:2001 Specifies requirements for the design and construction of greenhouses.

23.1.3 All Aluminium alloy extruded sections shall be aluminium alloy grade EN AW 6063 T6 or equivalent meet the current standard BS EN 12020 and comply with all parts of BS EN755:2016.

23.1.4 All sections will have a glazing capacity of 5 mm to 10 mm polycarbonate sheets.

23.1.5 All Aluminium should be anodised and of a natural colour.

23.1.6 All consumables for glazing and fixing will be required, and spare parts should be available to order.

## **23.2 Design**

23.2.1 PSPI Technical drawings for our greenhouse can be located in appendix F and are available in Bravo as attachments.

23.2.2 You must ensure that your profile system can be used to manufacture all designs.

23.2.3 The design will be of a ridged construction.

23.2.4 The system must be able to be directly fixed to a block wall base.

23.2.5 The design incorporates double sliding lockable doors, and opening roof windows.

23.2.6 A guttering system for the collection of rainwater will be required.

## **23.3 Performance**

23.3.1 Aluminium Greenhouse will have to be tested to meet category 2400 Pa in accordance with current versions of BS 5516

23.3.2 Glazing – Greenhouse sides will be fixed from the outside, and all roof sections glazed from the inside, all products including clips, clamps and other consumables will need to be supplied as required.

## **23.4 Warranty**

23.4.1 Materials supplied used to manufacture roofs that have become defective will be replaced including any additional costs incurred to re-manufacture and install for a period of 10 years, including all aluminium products, hardware and accessories.

## **23.5 Software**

23.5.1 A computer software package shall be required to provide: cutting schedule, glass size, profiles, accessories, stock control and will also be required to indicate reasonable industry standard manufacture times for each item. A minimum of 6 licenses will be required 1 at each workshop and 2 to be on laptops for training and use and PSPI headquarters in London.

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- 23.5.2 Software must be capable of processing bespoke PSPI systems used in building.
- 23.5.3 This software will need to be capable of being updated on a regular basis (with compliance to our establishment security procedures as agreed on tender award).
- 23.5.4 All software and hardware supplied will remain the property of the supplier. Any software will be removed from all devices, and any hardware, discs etc. will be returned to the supplier on termination of the contract.

## **23.6 Tooling**

- 23.6.1 Any specific tooling required to manufacture your system shall be provided at no charge. 4 sets of tooling will be required, 1 set located at each workshop.
- 23.6.2 Tooling that may be required are as follows, but may not be limited to:
- Jigs.
  - Crimpers.
  - Press Tools.
  - Pneumatic Press.
- 23.6.3 Tooling that has, through normal wear and tear come to the end of its life will be replaced throughout the term of the contract at no additional charge.
- 23.6.4 Any tooling that has been damaged by the Authority, and requires repair or replacement will be charged at cost to the Authority.
- 23.6.5 Where the Supplier and Authority are in dispute, this shall be escalated to the Authority category manager for discussion with the Supplier contract manager.
- 23.6.6 All tooling will remain the property of the supplier and returned to the supplier on termination of the contract.

## **23.7 Training & Support**

- 23.7.1 The Supplier will provide training to relevant PSPI personnel on the safe use of all tooling and equipment supplied under the contract in the manufacture of your system at no additional cost.
- 23.7.2 Any developments in your system will require additional training throughout the life of the contract at no additional cost.
- 23.7.3 All supplied software shall be supported throughout the life of the contract, including any upgrades at no additional cost.
- 23.7.4 The Supplier shall provide formal training on all computer software packages supplied under the contract with initial training at the beginning of the contract and as reasonably required throughout the term of the contract.

## **23.8 Marking & Packaging**

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23.8.1 All outer packaging must include description of goods; consignee's name, address and contact reference, month and year of manufacture with batch and or heat numbers, our purchase order number with full certification and traceability.

23.8.2 The supplier will be responsible for ensuring that the delivered items are securely packaged, covered and suitably protected to prevent damage during loading, transport and off-loading.

## **23.9 Immobilisation**

23.9.1 All workshops will be required to be fully operational as soon as possible, as a minimum, 1 workshop within 4 weeks of contract award, and the remaining 3 workshops to be fully operational within 8 weeks.

## **SECTION 4: General Requirements**

### **24 Sub-Contracting**

24.1 The use of any sub-contractor for the manufacture (including transport) must be approved in writing by the Authority before the Supplier makes any formal agreement or arrangement to use that sub-contractor or invites any sub-contractor's personnel to the site.

24.2 Even where the use of a sub-contractor has been approved by the Authority, the Supplier shall remain wholly responsible for the conduct and performance of supply of the contract, and ensure that the sub-contractor whilst he is involved in the supply of the contract on the Supplier's behalf.

24.3 The Supplier shall be responsible for ensuring that any sub-contractor is aware of the Security restrictions as detailed in this document.

24.4 The Supplier(s) are responsible for the selection criteria it adopts in the selection of its sub-contractors and their supply-chain. The ongoing monitoring and audit of their processes, systems, and KPIs to ensure that the Contract KPIs are maintained.

24.5 The Supplier(s) shall be responsible for ensuring any sub-contractor complies with the specification, has all appropriate certificates, qualifications, accreditations, and expertise to fulfil orders to the Authority on your behalf.

24.5 If, during the life of the contractor the Supplier wishes to make changes to their sub-contractors or supply chain they must notify the Authority prior to the change being made and gain written approval from the authority. The Authority must not be disadvantaged by any changes; however, approval shall not be unreasonably withheld by the Authority. The Supplier should have a clear process for the changes in their supply chain or sub-contractors.

### **25 Social and Environmental Requirements**

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- 25.1 The Authority is obliged to ensure goods and services purchased are manufactured, delivered, used and managed at the end of life in an environmentally and socially responsible manner. Suppliers will be expected to enable the Authority to meet this obligation.
- 25.2 All goods supplied must be packaged securely to prevent damage in transit, however packaging should be kept to a minimum and should conform to the Packaging Directive (EU) 2015/720.
- 25.3 Due to the nature of commodities and raw materials, supply chains are becoming increasingly more global. It is therefore necessary to ensure transparency in supply chains to assess the risks of infringements relating to basic employment and human rights of people employed in them. When procuring raw materials it is also necessary to ensure there is minimal impact on the environment from the extraction, processing and manufacture of these products, and to assess the security of supply and scarcity of the raw materials.

## **26 Contingency Planning & Disaster Recovery**

- 26.1 Following the start of the contract, each party shall comply with its obligations for the timely provision of orders and delivery of Aluminium Profile Systems. If, for any reason, the Supplier is unable to comply with its obligations, the Supplier shall contact the Authorities Contract Manger to discuss and agree such action as required.
- 26.2 The Supplier shall have a fully detailed contingency plan and disaster recovery plan that is capable of full implementation from the contract start date. The plan must ensure continuity of supply to the Authority in the event of a breakdown in normal operations. The Suppliers contingency plan shall provide for all products to:
- Ensure continuity of supply in the event of a breakdown in normal operations relating to:
    - Supply chain and, or sub-contractor failure or disruption.
    - Failure of distribution network.
    - Loss of key staff.
    - IT failure.
    - Fire or Flood
    - Loss of operational estate.
  - Details of process and personnel responsible for the monitoring and implementing contingency arrangements.
  - Stipulate how the implementation of the arrangements will be communicated to the Authority.

## **27 Prison Security Clearance**

- 27.1 Any staff entering site may require security clearance to carry out works dependant on the duration and commissioning or local site security arrangements. Where the site requires security cleared personnel the contractor will ensure that their staff complete and submit their security vetting forms and submit them in person at a prison establishment to verify their identification within 2 weeks of request.
- 27.2 Where a person fails security clearance the Supplier shall make available the resource to carry out the works and submit additional personnel forms in line with the above lead-times

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## **28 Flexibility, Innovation and Continuous Improvement**

- 28.1 Flexibility is required from the Supplier(s) throughout the Contract, with an ability to respond to changing requirements, the Contractor shall work strategically with the Authority to meet the objectives of the contract and assist in achieving ongoing increased performance against any set targets.
- 28.2 The Supplier(s) will be required to review the various components of the equipment to develop and continuously improve goods, supply, processes and procedures, working proactively to reduce costs through their supply chain and manufacturing process in the supply of materials to the Authority throughout the duration of the Contract. This may include piloting of new ideas and initiatives, proposing and implementing advances in technology, and streamlining processes.
- 28.3 Proposals are to be presented with clear identified benefits and risks. Those involving a cost element are to be fully costed, with payback timescales identified, and any reductions to the fees.
- 28.4 The Authority is open to negotiating the gain sharing of cost benefits of any cost saving initiatives implemented during the Contract period. The Authority would therefore propose to apply a performance 30.5 driven payment/gain share model as it is believed this will further drive the right behaviour between all parties. Any gain share ratio would be negotiated between contract managers, however, the recommendation will be that the ratio 60:40 will be applied in favour of the Authority.
- 28.5 As part of the Contractor's day-to-day operations, feedback obtained from any customer surveys and quality reviews should be part of the basis for ongoing continuous improvement of the equipment.
- 28.6 During the scheduled 3 monthly contract management meetings a review to identify any areas for improvement in the services.

## **29 Supplier(s) and Supply –Chain Staff**

- 29.1 Suppliers shall:
- Not unlawfully discriminate whether in relation to race, gender, religion, age or otherwise
  - Comply with its obligations under all relevant legislation and, in particular, the Equality Act 2010
  - Data Protection Act 1998.
- 29.2 The Contractor's staff shall operate under the direction and control of the Supplier, who shall be responsible for their conduct and discipline at all times.
- 29.3 The Contractor's staff shall at all times during their engagement in the delivery of the Contract under the Contract be servants of the Contractor and this includes the self-employed.
- 29.4 Where the Supplier engages self-employed staff, or work is sub-contracted out, the Supplier shall not seek to transfer any responsibilities from themselves to self-employed staff so as to dilute the Suppliers responsibilities in respect of the goods provided to the Authority.

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- 29.5 The Supplier should detail and agree any sub-contracting or outsourcing arrangements they wish to enter into with the Authority contract manager in advance.
- 29.6 All staff engaged by the Supplier shall possess the qualifications, competencies, licences and identification appropriate to the tasks for which they are employed.
- 29.7 The Supplier shall supply a copy of its code of conduct, plus any updates as they are adopted.
- 29.8 The Supplier's procedures and working methods should be transparent and known to and followed by its entire staff. Guidance should be updated regularly and communicated to all staff.
- 29.9 The Supplier shall disclose details of its management structure and senior staffing levels annually, upon request from the Authority, or when any changes occur during the period of the Contract.
- 29.10 The Supplier should have a recruitment policy for filling vacancies and induction policy for new starters. This should be shared with Authority.
- 29.11 Staff should have regular appraisals with their line manager to promote their development and to monitor their performance.

### **30 Equal Opportunities and Diversity**

- 30.1 The Authority is committed to equality of opportunity in all of its employment practices, policies, and procedures. This is important, not only so that everyone has a fair chance of developing and realising their potential, but also so that the Authority makes effective use of the workforce in meeting its business aims and objectives. The Authority would therefore expect the Supplier(s) to operate an Equal Opportunities policy in relation to recruitment of staff and comply with all relevant legislation.

### **31 Company Registration and Insurance**

- 31.1 A search on the Supplier will be undertaken by the Authority; the Supplier shall be, and remain, registered at Companies House (the Contractor to forward proof annually) during the period of the Contract. The status of partnerships and consortia will be checked by the Authority before entering into any Contract.
- 31.2 The Supplier must be aware of and comply with any necessary legislative and regulatory requirements and changes in order for them to legally discharge their duties.
- 31.3 The Supplier must comply with the Code of Conduct of the Office of Fair Trading.
- 31.4 The Supplier shall indemnify the Client and keep the Client indemnified against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of or in consequence of the supply, or the late or purported supply, of the Equipment, or the performance or non-performance by the Supplier of its contracted obligations, or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to the Client's Property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is

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caused directly or indirectly by any negligent act or omission of the Supplier and or its employees and representatives.

- 31.5 The Supplier shall hold employer's liability insurance to a minimum of £5,000,000 in respect of Staff. The Supplier shall provide, before commencement of the contract, and then annually to the Authority contact manager, copies of the premiums paid for this employer's liability insurance, whilst engaged on this contract.

## Appendix A – Full Details of Engineering Workshops

Including Approved Concession Signatories

<b>HMP Wymott</b>			
Full Address	HM Prison Wymott, Ulmes Walton Lane, Leyland, Preston, Lancashire, PR26 8LW		
Telephone	[REDACTED]	Fax	[REDACTED]
PSPI Contacts	[REDACTED]	[REDACTED]	[REDACTED]

<b>HMP Hewell</b>			
Full Address	HM Prison Hewell, Hewell Lane, Redditch, Worcestershire, B97 6QS		
Telephone	[REDACTED]	Fax	[REDACTED]
PSPI Contacts	[REDACTED]	[REDACTED]	[REDACTED]

<b>HMP The Mount</b>			
Full Address	HM Prison The Mount, Molyneaux Avenue, Bovingdon, Hemel Hempstead, Hertfordshire, HP3 0NZ		
Telephone	[REDACTED]	Fax	[REDACTED]
PSPI Contacts	[REDACTED]	[REDACTED]	[REDACTED]

<b>HMP Coldingley</b>			
Full Address	HM Prison Coldingley, Shaftsbury Road, Bisley, Woking, Surrey, GU24 9EX		
Telephone	[REDACTED]	Fax	[REDACTED]
PSPI Contacts	[REDACTED]	[REDACTED]	[REDACTED]

Other Prisons may be added to this list during the term of the contract.

**End of Appendix A**



## Young People

Executive Director:  
Sara Robinson

### Public Youth Custody Estate

Group Director-Youth Custody:  
Cathy Robinson

HMYOI Cookham Wood  
HMYOI Feltham  
Medway STC  
HMYOI Werrington  
HMYOI Wetherby

### Contracted Youth Custody Estate

Head of STC Contracts:  
Peter Savage  
Rainsbrook STC  
Oakhill STC

## Long Term/ High Security

Executive Director:  
Richard Vince

HMP/YOI Belmarsh  
HMP Frankland  
HMP Full Sutton  
HMP Garth  
HMP Gartree  
HMP Long Lartin  
HMP/YOI Manchester  
HMP Isle of Wight  
HMP Swaleside  
HMP Wakefield  
HMP Whitmoor  
HMP/YOI Woodhill

## Contracted

Head of Custodial  
Contracts: Paul Kempster

HMP/YOI Altcourse  
HMP Ashfield  
HMP Birmingham  
HMP/YOI Bronzefield (F)  
HMP/YOI Doncaster  
HMP Dovegate  
HMP/YOI Forest Bank  
HMP Lowdham Grange  
HMP Northumberland  
HMP Oakwood  
HMP/YOI Peterborough (F)  
HMP Rye Hill  
HMP Thameside

## Women

Prisons Group Director:  
Luke Serjeant

HMP/YOI Drake Hall  
HMP/YOI Downview and  
HMP/YOI East Sutton Park  
HMP/YOI Eastwood Park  
HMP/YOI Foston Hall  
HMP/YOI Low Newton  
HMP/YOI Send  
HMP/YOI Styal  
HMP/YOI New Hall and  
HMP/YOI Askham Grange

## Midlands

Prisons Group Director:  
Teresa Clark

HMP/YOI Brinsford  
HMP Featherstone  
HMP Howell  
HMP Leicester  
HMP/YOI Nottingham  
HMP Stafford  
HMP/YOI Stoke Heath  
HMP/YOI Swinfen Hall  
HMP Whatton

## East Midlands Reform Group

Prisons Group Director:  
Neil Richards

HMP Ranby  
HMP Stocken  
HMP Sudbury

## Tees & Wear Reform Group

Prisons Group Director:  
Ian Blakeman

HMP Durham  
HMYOI Deerbolt  
HMP Holme House  
HMP Kirklevington Grange

## East

Prisons Group Director:  
Simon Cartwright

HMP/YOI Bedford  
HMP Bure  
HMP Highpoint  
HMP/YOI Hollesley Bay  
HMP/YOI Lincoln  
HMP Littlehey  
HMP North Sea Camp  
HMP/YOI Norwich  
HMP/YOI Warren Hill  
HMP Wayland

## South West

Prisons Group Director:  
Andy Lattimore

HMP Bristol  
HMP Channings Wood  
HMP Dartmoor  
HMP Erlestoke  
HMP/YOI Exeter  
HMP Guys Marsh  
HMP Leyhill  
HMP/YOI Portland  
HMP Winchester

## Kent & Essex

Prisons Group Director:  
Stephen O'Connell

HMP Chelmsford  
HMP Blantyre House\*  
HMP/YOI Elmley  
HMP/YOI Rochester  
HMP Stanford Hill

## London & Thames Valley

Prisons Group Director:  
Paul Baker

HMYOI Aylesbury  
HMP Brixton  
HMP/YOI Bullingdon  
HMP Grendon/Springhill  
HMP/YOI Isis  
HMP The Mount  
HMP Onley  
HMP/YOI Pentonville  
HMP Wandsworth  
HMP/YOI Wormwood  
Scrubs

## Yorkshire

Prisons Group Director:  
Paul Fowweather

HMP/YOI Hatfield  
HMP/YOI Hull  
HMP Humber  
HMP Leeds  
HMP Lindholme  
HMP/YOI Moorland  
HMP Wealstun

## Surrey & Sussex

Prisons Group Director:  
Nick Pascoe

HMP Coldingley  
HMP Ford  
HMP High Down  
HMP Lewes

## Wales

Executive Director:  
Amy Rees

### South Wales Prisons Group Director: Kenny Brown

HMP/YOI Cardiff  
HMP/YOI Swansea  
HMP Usk &  
HMP/YOI Presced

### North Wales HMP Berwyn Governor: Russ Trent

HMP Berwyn

Contracted:  
HMP/YOI Parc (YP)

## North West

Prisons Group Director:  
John Illingsworth

HMP Buckley Hall  
HMP Haverigg  
HMP/YOI Hindley  
HMP Kirkham  
HMP Lancaster Farms  
HMP Liverpool  
HMP/YOI Preston  
HMP Risley  
HMP/YOI Thorn Cross  
HMP/YOI Wymott

## IRCs & FNP's

Prisons/IRCs Group  
Director: Ian Bickers

IRC Morton Hall  
IRC The Verne  
HMP Huntercombe  
HMP Maldstone

End of Appendix B

## Appendix C - HMPPS Gate Restrictions

C1. Suppliers will ensure that their delivery vehicles are appropriate and comply with the dimensions and restrictions detailed below. During the Contract period where sites, dimensions or restrictions change the Authority will provide updates.

- The table below provides indicative information although this should not be relied upon.
- Delivery arrangements should be agreed with individual establishments prior to delivery of an order.

Establishment	Height (M)	Width (M)	Distance between inner & outer gate (M)	Lock gates?
HMP Wymott	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HMP Hewell	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HMP The Mount	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HMP Coldingley	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

End of Appendix C

## Appendix D – lot 1 technical drawings

- Each drawing below is to be used for the commercial envelope only.
- Pricing should include everything apart from glazed material i.e. no glass or polycarbonate.
- Please provide pricing for the components for PSPI to manufacture the windows and doors only – roof sections are to be quoted in Lot 2.
- All drawings are available as separate attachments in Bravo.

Windows & Door Drawing 1 – SUR1785C



Window & Doors  
Drawing 1

Windows & Door Drawing 2 – SUR1705C



Windows & Doors  
Drawing 2

Windows & Door Drawing 3 – SUR1749C



Windows & Doors  
Drawing 3

Windows & Door Drawing 4 – XO8502-07



Windows & Doors  
Drawing 4

Windows & Door Drawing 5 – SUR2351CA



Windows & Doors  
Drawing 5

## Appendix E – Lot 2 technical drawings

- Each drawing below is to be used for the commercial envelope only.
- Pricing should include everything apart from glazed material i.e. no glass or polycarbonate.
- Please provide pricing for the components for PSPI to manufacture the roof section only – window and doors are to be quoted in Lot 2.
- All drawings are available as separate attachments in Bravo.

Roof Drawing 1 – SUR1785C



Roof Drawing 1

Roof Drawing 2 – SUR1705C



Roof Drawing 2

Roof Drawing 3 – SUR1749C



Roof Drawing 3

**End of Appendix E**

## Appendix F – Lot 3 technical drawings

- Each drawing below is to be used for the commercial envelope only.
- Pricing should include everything apart from glazed material i.e. no glass or polycarbonate.
- Please provide pricing for the components for PSPI to manufacture all aspects of the greenhouse.
- All drawings are available as separate attachments in Bravo.



## End of Appendix F

# Appendix G - Possession of Prohibited Items and Other Related Offences

## G1. Prohibited items

G1.1 Prohibited items are now graded according to their seriousness and perceived threat to security and safety within a prison, and are classified as List A, List B or List C items, as set out below:

G1.1.1 List A items – drugs, explosives, firearms or ammunition and any other offensive weapon

G1.1.2 List B items - are alcohol, mobile telephones, cameras, sound recording devices (or constituent part of the latter three items)

G1.1.3 List C items - any tobacco, money, clothing, food, drink, letters, paper, books, tools, information technology equipment\*.

\*Note that IT equipment is also subject to the provisions introduced by the Crime and Security Act and its possession within prison without appropriate authorisation is now a criminal offence.

## G2. List A and B Offences and Penalties

G2.1 A person (e.g. prisoners, staff, social and professional visitors) commits an offence if he/she carries out any of the following listed activities without obtaining prior authorisation:

- Brings throws or otherwise conveys list A or B items in or out of a prison by whatever means;
- Causes another person to do so;
- Leaves a list A or B item in any place (in or out of the prison) intending it to come into the possession of a prisoner;
- Knowing a person to be a prisoner, gives a list A or B item to him/her.

G2.2 The maximum penalty on conviction for committing offences in respect of list A items is 10 years imprisonment and/or an unlimited fine.

G2.3 The maximum penalty on conviction for committing offences in respect of list B items is 2 years imprisonment and/or an unlimited fine. All such offences attract a criminal record on conviction.

G2.4. All such offences carry a criminal record on conviction.

### **G3 List C Offences**

G3.1 A person (e.g. prisoners, staff, social and professional visitors) commits an offence if he/she carries out any of the following listed activities without obtaining prior authorisation:

- brings, throws or otherwise conveys a List C item into a prison intending it to come into the possession of a prisoner;
- causes another person to bring, throw or otherwise convey a List C item into a prison intending it to come into the possession of a prisoner;
- brings, throws or otherwise conveys a List C item out of a prison on behalf of a prisoner;
- causes another person to bring, throw or otherwise convey a List C item out of a prison on behalf of a prisoner;
- leaves a List C item in any place (whether inside or outside a prison) intending it to come into the possession of a prisoner, or;
- while inside a prison, gives a List C item to a prisoner.

G3.2 Offences relating to list C items are subject to a maximum penalty of a level 3 fine (currently £1000). All such offences carry a criminal record on conviction.

G3.3. All such offences carry a criminal record on conviction.

### **G4 Main Offences**

G4.1. Section 40D of the Prison Act provides offences of - without authorisation:

- Taking a photograph or making a sound recording within a prison;
- Transmitting any image or sound or information electronically from within a prison for simultaneous reception outside a prison;
- Conveying a “restricted document” (see definition below) out of a prison.

G4.2. Restricted documents are defined in the Prison Act as including:

- Photographs or sound recordings taken/made inside the prison;
- Personal records of prisoner (serving or past);
- Information relating to an identified or identifiable individual (including families of prisoners or staff) if the disclosure of that information might prejudicially affect the interests of that individual;
- Information relating to any matter connected with the prison if the disclosure of that information might prejudicially affect the security or operation of the prison.

### **G5 Possession of Prohibited Items**

G5.1 The Crime and Security Act 2010 amends the Prison Act to make the following an offence to possess within a prison without authorisation:

- A device capable of transmitting or receiving images, sounds or information by electronic communications (including a mobile telephone);
- A component part of such a device;
- An article designed or adapted for use with such a device (including any disk, film, or other separate article on which images, sounds or information may be recorded).

## **End of Appendix G**

# **Appendix H – Transport Managers and Drivers’ Handbook**

## **H1. Introduction and Purpose**

- H1.1 This document highlights the responsibilities of Depot Transport Managers and delivery drivers to meet HMPS requirements
- H1.2 The document provides information and guidance on procedures specific to the HM Prison Service, thereby allowing drivers to carry out their duties to the required standards. It is designed to be used in conjunction with the company’s existing manuals and instructions.
- H1.3 This handbook may, from time to time, be updated and drivers should ensure that they have the current version.

## **H2. Key Points about Prison Deliveries**

- H2.1 HMPS Contract may be a departure from the company’s normal practice of delivering to commercial organisations and premises and as a consequence may introduce new working practices and procedures synonymous with the ethos of a penal establishment.
- H2.2 Deliveries to establishments must be made within the agreed delivery time window. You are unlikely to be given access outside these times.
- H2.3 Regular and relief company drivers delivering to the prisons must carry their company’s photo identification badges.
- H2.4 Agency Drivers must have a photo identification i.e. driving licence, passport. Without any form of photo identification you may be refused entry into the establishment.
- H2.5 The relationship between the Driver and Prison staff and in particular, the establishment Gatekeeper, is important to the success of a smooth and effective delivery experience.
- H2.6 During deliveries to establishments, drivers may well come into contact with prisoners, caution must be exercised during any interaction. In all cases, follow the guidelines in the Drivers Handbook section of this document.

- H2.7 No alcohol, or products containing alcohol, will be permitted on prison property, this must be delivered before arriving at an establishment.
- H2.8 Establishment Governors have the right to add other items to the banned list, an example being aerosols. Drivers must declare any item at the gate that they're unsure about to guard against confusion/embarrassment/potential prosecution. Drivers should be fully aware of the list of band and restricted items; this information is available at the gate house. Annex 2 of this document gives guidance on this list but each establishment will have its own security department list appropriate to the establishment.
- H2.9 Detachable mobile phones, cameras, knives or tools, even innocent looking items may be an aid to a prisoner escape or could be classed as a weapon and anything which would be called contraband will not be allowed into an establishment. These items must be handed in at the gate before entering the establishment. If found on the vehicle when in the establishment this could be classed as trafficking, which is a criminal offence.
- H2.10 Any drivers aids like sat nav vehicle accident recording cameras, two way radios, fitted mobile phones, etc. which are detachable from the vehicle must be handed into the gate officer before entering the establishment. If they are permanently fitted to the vehicle they must be switched off before entering the establishment and remain off until the vehicle is outside the establishment. If the vehicle is fitted with a manufactures vehicle management monitoring systems which must remain live at all times and which cannot be disabled or switched off, this must be reported to the gate keeper before entering the establishment.
- H2.11 Ladders should be left in the gate area unless they are required for the delivery in which case they must be secured to the vehicle at all times when not in use.
- H2.12 Driver's mates, to assist with the unloading on vehicles, will only be allowed into an establishment by prior arrangement with the individual establishment.
- H2.13 A notice is displayed at the entrance to an establishment or at the gate providing information on the major issues relating to visiting an establishment (see Annex 1).

Transport Managers' Handbook

### **H3. Selecting and Training Drivers to Deliver to HM Prisons**

- H3.1 There are advantages in allocating a regular driver to make prison deliveries, who will become recognised by HMPS staff. The driver would also then become familiar with the establishments' internal procedures and thus the deliveries will be expedited efficiently. A list of regular and relief drivers is will need to be provided to all establishments, where possible if agency drivers are to be employed the supplying agency should supply pre checked drivers to expedite deliveries.
- H3.2 Drivers should be selected from appropriately security-cleared staff, from within the servicing depot. Personal information will be required for CRB checks. This information will be protected under the Data Protection Act. All regular drivers will be required to be security vetted in line with HMPS security vetting procedures.

- H3.3 Drivers and relief drivers must carry their company's I.D when making a delivery to an establishment.
- H3.4 Agency Drivers must have a photo identification i.e. driving licence, passport. Best practice would be to use permanently employed and security vetted staff as both regular and relief drivers.
- H3.5 Depot Managers are responsible for ensuring that their drivers have photo identification with them before setting off on their route.
- H3.6 Depot Managers are responsible for ensuring that drivers are fully trained to achieve a successful delivery. Drivers are to be fully appraised of the meaning, importance, and content of the Drivers Handbook and are aware of the consequences and impact of non-compliance.
- H3.7 Drivers delivering to establishments must be able to understand and follow instructions given by HMPS staff and be able to communicate clearly.
- H3.8 Drivers making deliveries to establishments must dress to the company's policy on corporative clothing.
- H3.9 Before leaving you will need to pass on details of your next destination and contact details in case an issue arises from your delivery.

#### **H4. Routing Deliveries to Prison Establishments**

- H4.1 Establishments have been allocated an agreed delivery day and time. Route and drop numbers must allow for the vehicle to complete the delivery within the establishment's agreed window times. You are unlikely to be given access outside these times. When making deliveries the delivery window reflects the last time by which the delivery must be clear of the establishment. Arrival at the establishment should allow for security checks in and out, travel to the drop point within the establishment, safe delivery and checking of the load and any paperwork that requires checking.
- H4.2 Requests for additional deliveries can be accommodated but must be approved between the Transport Manager and the HMPPS Nominated Manager at the effected establishment.
- H4.3 Depot staff should not routinely agree to additional deliveries, other than Service Error Recoveries.
- H4.4 Additional deliveries requested by establishments will be treated as one off deliveries and covered by an official order.
- H4.5 The Depot Duty manger and depot transport staff responsible for day to day 'load balancing' must be mindful of the delivery constraints when matching the delivery schedule.
- H4.6 The Depot Duty Manager must ensure the vehicle is loaded in the correct manner as per the delivery schedule.

- H4.7 Periodic route evaluation and re-routing' exercises must also take into account establishment delivery windows. Any planned changes must be submitted to HMPS for approval, prior to any trial of a new routing or permanent change to delivery windows. This must be agreed with establishments in the first instance. Any changes made without formal agreement will be seen as contract non-compliance by the Authority.
- H4.8 If alcohol or products containing alcohol, forms part of any split loading, it must be delivered before arriving at an establishment.
- H4.9 Drivers are not allowed to smoke in the establishment given that it is likely the areas they will deliver to are designated non-smoking areas.

## **H5. Delivery Windows**

- H5.1 All establishments have agreed strict delivery windows times.
- H5.2 Access to establishments outside the agreed window time may not be permitted. If the driver is unable to deliver within the agreed window they must contact their Line Manager without any delay. The company will contact the establishment and arrange an agreeable time for the delivery and report back to the driver. The company may need to put their contingency plans into operation to fulfil the establishment's urgent requirements.

## **H6. Pre-Departure Checks**

- H6.1 Initiate a daily check to ensure that all drivers about to embark on a prison delivery have all of the necessary paper work, approved identification, suitable equipment to unload the vehicle, checked that orders are complete and loaded on the vehicle in a way that makes for an efficient delivery, and a copy of the Drivers Handbook.
- H6.2 Ensure, especially relief and Agency drivers, are aware of their route to match the loading on the vehicle and know where the relevant establishments are situated. A briefing on the requirements of HMPS deliveries be given to the relief or agency driver. This may be in the form of a script or memory notes outlining the salient points for the establishment being visited.
- H6.3 Drivers are dressed in accordance with the company's policy on corporative clothing.

## **H7. Driver's De-Brief**

- H7.1 Drivers de-brief should take place on the drivers return to the depot. Drivers should be encouraged to record details of any incident that may have occurred during the delivery. This may include contact by a prisoner, difficulty with HMPS Staff, poor loading, damaged goods, outstanding returnable containers or other noteworthy events (see additional notes under 'Making a Delivery'). Resulting from the de-briefing if there are any issues which are causing concern to the driver it must be reported back to the establishment by phone, and then followed up in a written format (e-mail / letter).

## Drivers' Handbook

### H8. Important Points about the Drivers Handbook

- H8.1 It must be kept in your vehicle at all times.
- H8.2 The Handbook is an important document and must be read and fully understood before attempting to make deliveries to Prison Establishments.
- H8.3 If you are unsure about any of your duties and responsibilities, or you do not fully understand any part of this handbook, consult your Line Manager who will give you further advice.

### H9. Load Security

- H9.1 It is the responsibility of the driver to ensure:
- That the vehicle's load is secure at all times;
  - The vehicle is not over loaded;
  - The load is evenly distributed;
  - All pallets are securely wrapped and appropriately supported;
  - All cages are secured using load restraints;
  - All cage deliveries have a maximum loaded weight of 350 kilograms;
  - All pallet deliveries have a maximum loaded weight of 800 kilograms.
- H9.2 Note: Webbing straps can be used to secure the cage or load. If used, the webbing straps must stay on the vehicle and be accounted for before leaving the unloading area. Any missing webbing straps must be reported to the escorting officer before moving the vehicle. An inventory of straps and other equipment on all vehicles should be maintained and checked on a regular basis.

### H10. Before Departing from the Depot

- H10.1 Regular and relief company drivers delivering to the prisons must carry their company photo identification badges. Depots should contact the establishment to provide details of change to a regular driver.
- H10.2 Agency Drivers must have a photo identification i.e. driving licence, passport.
- H10.3 You should ensure that you have all necessary paperwork for the deliveries and equipment to unload the vehicle. Your paperwork should be compatible to the load plan for your vehicle.
- H10.4 No alcohol, or products containing alcohol, will be permitted on prison property; this must be delivered before arriving at an establishment.
- H10.5 If you know a prisoner who is held at any of the establishments which you are delivering to, tell your Line Manager before leaving the depot.

H10.6 There is no authorised drop off points at establishments where you can leave goods unattended.

H10.7 Medication and prescription drugs should be kept to the minimum you require for that working session. Large quantities of medication and prescription drugs should not be taken in to establishments as this may cause problems when vehicle or the person are searched. You should advise the escorting staff of any medication you have in your possession when they initially search the vehicle on entry to the establishment, this will then be dealt with in accordance with the local security strategy.

## **H11. Delivery Windows**

H11.1 All establishments have strict delivery windows, the delivery must be completed within these times. Deliveries will not normally be accepted outside these windows. Due to other timed activities at establishments, if you have not completed your delivery within your approved window time, you may not be allowed to complete the unloading and requested to leave the establishment. You must contact your Line Manager, so they can arrange an agreeable time for you to re-enter the establishment to complete the delivery.

H11.2 If you become aware that you will not be able to meet any specified delivery window, you should immediately advise your Line Manager in order that this can be communicated to the establishment in a timely manner.

## **H12. Communication**

H12.1 Drivers should:

- Maintain regular contact with their home depot;
- Always seek advice from your Line Manager whenever you are unsure about any aspect of your work;
- Communicate the cause and likely duration of any delays to your Line Manager;
- Be polite and act in a professional manner at all times;
- Ask for clarification on any unclear instructions given by HMPS staff;
- Inform prison staff and your Line Manager if approached by a prisoner for any reason not connected to the delivery;
- Report any behaviour by prisoners that is unusual or would suggest a pattern of behaviour that would lead to conditioning, i.e. the prisoner being overly friendly or performing delivery tasks as a favour or giving a helping hand. Be aware of every day questions about home life or other delivery points connected with your work;
- Be mindful of who is listening to you when talking to staff about home life or work related information.

## **H13. Prison Specific Delivery Requirements/Process**

H13.1 Whilst adhering to company standard procedures, there are a number of addition requirements that must be complied with:

- H13.2 Drivers should remain polite and helpful when making deliveries, no matter how trying the circumstances. If you have a dispute with the gate staff prior to entry to the establishment; please contact your manager for guidance. Once within the establishment drivers must always follow Prison staff instructions and adhere to the speed limits and the constraints of escorting staff walking behind the vehicle.
- H13.3 Unloading should not commence until the escort staff indicate it is appropriate to do so. The cab should be locked and keys handed to escorting staff whilst unloading takes place.
- H13.4 It is important to remember that there are stringent security protocols in effect at establishments which may at first appear abrupt and occasionally invasive. Drivers are expected to deal with these protocols in a professional and courteous manner. Their purpose is to ensure the safety of all concerned.
- H13.5 If you are given an instruction which is unclear, or you do not understand, please ask for further clarification from the member of staff.
- H13.6 Drivers are not allowed to smoke in the establishment given that it is likely the areas they will deliver to are designated non-smoking areas.
- H13.7 A notice is displayed at the entrance to an establishment or at the gate providing information on the major issues relating to visiting an establishment (see Annex 1).
- H13.8 On arrival drivers must observe the following points:
- Observe all speed limits and traffic directives in force on crown property.
  - When stationary ensure your vehicle engine is turned off.
  - The vehicle must be securely locked before reporting to the main gate.
  - Report to the main gate taking your ID and paperwork for the delivery or collection with you.
  - The vehicle must not obstruct the gate to such an extent that it interferes with the free-flow of vehicles.
  - You must always hand in any detachable mobile phones (including personal mobile phones), satellite navigation aids, and accident recording camera at the main gate. These will be returned when leaving the establishment.
  - Any permanently fitted cab-phone, satellite navigational aids, accident recording camera must be switched off and must remain off until you leave the establishment.
  - If the vehicle is fitted with a manufactures vehicle management monitoring systems which must remain live at all times and which cannot be disabled or switched off, this must be reported to the gate keeper before entering the establishment.
  - Medication and prescription drugs should be kept to the minimum you require them for that working session. You should advise the escorting staff of any medication you have in your possession when they initially search the vehicle on entry to the establishment, this will then be dealt with in accordance with the local security strategy.
  - If you have not delivered or collected from the establishment before, always ask the gate staff about the procedures for visiting drivers; this will ensure the prompt completion of your visit.
  - If you are carrying knives of any kind or any item which could be classed as a weapon, these must also be handed in at the gate.

- If found on the vehicle when in the establishment this could be classed as trafficking, which is a criminal offence
- No alcohol is permitted in an establishment. If found on the vehicle when in the establishment this could be classed as trafficking, which is a criminal offence
- Establishment Governors have the right to add other items to the banned list, an example being aerosols. You are encouraged to declare any item at the gate that you are unsure about to guard against confusion/embarrassment/potential prosecution.
- Ensure that you remove any cigarettes, lighters and personal items including letters from sight.
- If you have any operational tools which could be classed as a weapon (e.g. vehicle cranking bar or hook) these must be declared.
- Vehicles are searched when entering or leaving the establishment Please ensure you conform with the points above to save delays and any embarrassment to yourself or your company. If the search is to include a sniffer dog please see 'Searches Using Sniffer Dogs'.

#### **H14. Making the Delivery**

- H14.1 Prison staff will usually escort you to and from the delivery point. Escorting officers are not permitted to travel in contractors vehicles.
- H14.2 For the avoidance of doubt, when escorted, you must always travel at the speed of the walking escorting officer and ensure you have visual contact with the escorting officer at all times.
- H14.3 When going through internal gates you must wait until the escorting officer has closed and locked the gates. The escorting officer will instruct you when to continue with your journey.
- H14.4 Never allow any third party to board your vehicle or its load area, particularly prisoners. It is your responsibility to unload/load your vehicle.
- H14.5 Always ensure that your vehicle engine is switched off and the cab is securely locked with the keys removed whilst making the delivery.
- H14.6 The Delivery Note must be signed and dated by the receiving member of staff. Under no circumstances are prisoners authorised to sign for the goods delivered. The load will be checked and signed for if possible, due to the size and complexity of some deliveries it is not practical on all occasions for a full check to be made on delivery and goods will be signed as unchecked at point of delivery. Discrepancies will be advised within 24 hours. This will allow the vehicle to leave and other deliveries to other areas to be made.
- H14.7 You must undertake a check to ensure all your webbing straps and securing bars are accounted for before leaving the unloading area. If any items are missing you must make the escorting officer aware of the situation before moving the vehicle.
- H14.8 Do not enter into conversations with prisoners (other than those directly related to receipt of the goods or as general good manners whilst delivering).

- H14.9 Do not give prisoners anything. It may seem innocent enough to reward them with a cigarette for helping to unload / load your vehicle, this could result in prisoners demanding more which can end in trafficking for them.
- H14.10 Immediately inform a member of the prison staff before leaving the establishment if a prisoner asks you to take out or bring items into the establishment for them. This is classed as trafficking which is a criminal offence. You must also inform your depot transport management on return.
- H14.11 If you find yourself accepting anything (eg a letter or package) from a prisoner– do NOT attempt to give it back. Inform your escorting officer immediately and pass the package to them. Upon leaving the establishment, contact the depot immediately and notify them of any such incident.
- H14.12 If you see a prisoner that you know (family / friend etc.), you must report this to the gate staff or your escorting officer immediately. This must be reported back to your manager as part of the de-briefing.

## **H15. Departure from the prison site**

- H15.1 Before leaving the site ensure you have collected all returnable cages, pallets and boxes. If you are unable to collect all the returnable items awaiting for collection this must be reported back to your Line Manager as part of the Driver's De-brief.
- H15.2 Remember:
- To collect your belongings, e.g. mobile phones, etc. from the main gate before leaving the site.
  - Before leaving you will need to pass on details of your next designation and contact details in case an issue arises from your delivery.
  - Ensure you remain with your escort until dismissed.
  - Prison speed limits and traffic directives remain in force until you re-join the public highway.

## **H16. Right of Search**

- H16.1 HMPPS staff may wish to search your vehicle and/or your person in order to ensure the continued security of the establishment. This could occur when entering or leaving the establishment. This is in line with Prison Rule 71 which states that:  
"(1) Any person or vehicle entering or leaving a prison may be stopped, examined and searched and in addition any such person may be photographed, fingerprinted or required to submit to other physical measurement.  
(1A) Any such search of a person shall be carried out in as seemly a manner as is consistent with discovering anything concealed about the person or their belongings.  
(2) The governor may direct the removal from a prison of any person "who does not leave on being required to do so."
- H16.2 This may include a level A or B personal rub down search (similar to airport security). This is in accordance with paragraph 2.53 of PSI 49/2010 which provides that "Local arrangements

and procedures must be in place that direct which vehicles are searched on entry and exit and the level of searching to be conducted on the driver and any passengers, to be set out in local security strategies."

H16.3 In exceptional circumstances a full search of the person may be required to maintain the security of the establishment, this will include the removal and search of clothing. Visitors to prisons are not routinely full searched except where there is a power to search without consent under Firearms Act 1968 and Misuse of Drugs Act 1971 and the Police and Criminal Evidence Act 1084 (PACE S32). For example, a full search may be conducted if there is reasonable cause to suspect the subject is carrying a firearm for the purpose of committing an indictable offence; if there is reasonable cause to suspect the subject is carrying a class A, B or C controlled drug; or if an officer of the prison has arrested the subject and there is reasonable cause to suspect they are a danger to self or others or they are carrying something which may be used to escape from arrest or which might be evidence relating to an offence. However, less intrusive methods will be considered before a decision to full search is made.

### **H17. Searches Using Sniffer Dogs in Cargo Area**

H17.1 If the establishment wish to search the cargo compartment of the vehicle with sniffer dogs it will immediately render any food products on the vehicle unfit for human consumption. You should request that the Head of Security is informed of this and that the establishment will be charged for the full replacement cost of any food product within the vehicle.

H17.2 If your vehicle is carrying any food related products, offer to remove the establishments consignment, do not allow the dog to stand on the tail lift. The consignment can then be searched independently of any other delivery still on the vehicle.

H17.3 The searched consignment must not go back onto the vehicle. The establishments will have to make alterative arrangements to have the consignment taken to the delivery destination.

H17.4 If you are carrying no food items on the vehicle, the establishment has the right to use a sniffer dog to search the cargo area.

### **H18. Searches Using Sniffer Dogs in Driver's Cab area**

H18.1 It is more likely to be the driver's cab that the establishment wants to search with a prison dog. The prison service has the right to search the cab of the vehicle with a sniffer dog.

H18.2 If subject to a search you should remove all personal items from the vehicle's cab including food, spare items of uniform, personal possessions etc. before the dog enters the cab. You must allow a member of staff to manually search these items without using a sniffer dog.

## H19. Operational/Driver 'Issues/What If?' Checklist

Issue	You need to...	Your Manager will ...	HMPPS Will
If refused entry to the establishment or You are awaiting an escort	Try to establish how long before you will be allowed entry into the establishment. If the delay is cause for concern then contact your depot immediately.	Contact the Nominated Manager at the establishment and advise driver as to reason for delay and action to take – this may include making other deliveries and returning to the establishment later.	Facilitate delivery of goods into the prison.
I have lost/forgotten my company ID badge. or photo ID	This should be notified to your Line Manager BEFORE you depart, as this may affect your ability to gain entry to Establishments. If lost in the establishment, report it to the escorting officer before leaving the establishment	Ensure the establishment will accept the delivery from the driver by contacting the establishment You may need to make alternative arrangements if necessary.	HMPS will try and facilitate delivery of goods into the prison if approval is given.  Escorting Officer will inform Security without delay.
What clothing can I wear?	At all times when making a delivery you must be wearing clothing that meets the company policy for clothing	Ensure the driver is wearing corporative clothing as per the company policy.	If the driver is not wearing suitable clothing report it back to the transport manager at the supplier's depot.
I expect to miss the agreed delivery window (for any reason)	Contact the depot immediately, who will establish the correct course of action.	Contact the establishment and advise them of delay. Confirm action to be taken – this may include a later delivery or the dispatch of an alternative vehicle	Facilitate delivery of goods into the prison.  If necessary keep the driver informed if waiting at the gate.
There is a product missing / mis-picked / damaged goods on the delivery	Complete your claim-form or make a note and telephone your depot immediately on leaving the establishment to notify them of any shortages etc. – When checking the goods at the point of delivery, make sure that you are dealing with a member of staff and not prisoners	Progress as per normal procedures to ensure credit notes are issued or the shortfall is made up within agreed times	Ensure items are accurately receipted and credit requests are submitted to suppliers within agreed times

Prison staff ask to search my vehicle / personal belongings	(See section 3.8 Searches Using Sniffer Dogs,	Make all arrangements necessary to ensure delivery to other customers are not affected and seek advice from RPU regarding invoicing for any compromised product.	Facilitate payment of invoice for compromised product and investigate reasons for search.  Do not prolong the delay of the vehicle if other customer's goods are on the vehicle.
I am caught in a prison lock- down	Seek advice on the length of time you will be delayed. If expected to be over 30 minutes ask the accompanying officer for use of a prison land-line to Contact the depot immediately, to establish the correct course of action. DO NOT USE THE CABPHONE (which was switched off before entering the establishment).	Contact the establishment to see how long the vehicle will be held in the establishment. Make alternative delivery arrangements if necessary for other customers.	Keep driver informed.
I am refused entry to the prison due to other issues at the prison (e.g. Problem with prisoners)	Try to establish an expected time for being allowed entry and then contact your depot immediately, to establish the correct course of action. Do not simply drive away with a view to returning later.	Contact the Establishment and advise driver as to reason for delay and action to be taken. This may include making other deliveries and returning to the establishment later.	Ensure alternative arrangements are made to allow the vehicle to enter outside its normal window times.
Returnable containers are not available to collect / swap.	Advise your Line Manager as part of the de-briefing when you return to your depot.	Contact the Establishment and remind them the containers are returnable and you will collect the remaining containers on the next delivery	Ensure all empty returnable containers are available for collection on next delivery
I have a disagreement with the prison establishment staff	Do not "argue" with any prison staff, simply refer your concerns upon return to the depot during debrief. For any urgent queries, telephone your transport department immediately outside the establishment	Contact the establishment and advise them of the problem between your driver and their staff. If you are concerned raise with your Account Manager	Deal with issues raised as quickly and thoroughly as possible, escalating if necessary.

<p>A prisoner attempts to start a conversation with me, Examples may include...</p> <ul style="list-style-type: none"> <li>• asking for cigarettes,</li> <li>•“can you post a letter – I’ve just missed the post”</li> </ul>	<p>Do not enter into conversations with prisoners (other than those directly related to receipt of the goods or for general good manners whilst delivering). if in doubt, seek assistance from prison staff. It may seem innocent enough but you must not give a prisoner anything even if it is only ONE cigarette.</p> <p>If you find yourself accepting anything (eg a letter or package) from a prisoner– do NOT attempt to give it back. Inform your escorting officer immediately and pass the package to them. Upon leaving the establishment, also contact the depot immediately and notify them of any such incident.</p>	<p>Please make a note of the matter in case of future queries.</p>	<p>Ensure the prisoner will not be able to make contact with the driver for future deliveries</p>
<p>If you know a prisoner held at the establishment which you are going to deliver to</p>	<p>Tell your manager before leaving the depot, alternative arrangements may be able to be made by your manager.</p>	<p>Make alternative arrangements where possible and ensure that the establishment are informed. Ensure future deliveries are made by a driver unconnected to the prisoner.</p>	<p>Facilitate delivery of goods into the prison and ensure gate staff and security are informed. Ensure the prisoner will not be able to make contact with the driver</p>
<p>I recognise a prisoner whilst making the delivery</p>	<p>If you have seen a prisoner that you know (family / friend etc.), please report this to your escorting officer immediately.</p>	<p>Ensure future deliveries are made by a driver unconnected to the prisoner.</p>	<p>Facilitate delivery of goods into the prison and ensure gate staff and security are informed.</p>

## Annex 1: Notice at the Entrance of an Establishment

E20. Under the Prison Act 1952 it is a criminal offence for any person:

- i. to help a prisoner to escape or attempt to escape; the maximum penalty is 10 years imprisonment (s. 39)
- ii. without authority to convey or cause another person to convey in or out of the establishment, or to a prisoner, or to leave in a place intending it to come into the possession of a prisoner:

- (a) A controlled drug, explosive, firearm, offensive weapon; maximum penalty is 10 years imprisonment or an unlimited fine or both (s. 40B)
  - (b) Alcohol, mobile telephone, camera, sound-recording device; maximum penalty is 2 years imprisonment or an unlimited fine or both (s. 40C)
  - (c) Tobacco, money, computer equipment or any other item listed in Rule 70A of Prison Rules; maximum penalty is a fine (s. 40C)
- iii. without authority to take a photograph or make a sound recording within a prison or convey a restricted document out of a prison; maximum penalty is 2 years imprisonment or an unlimited fine or both (s. 40D).

## Annex 2: List of Prohibited and Controlled Items

### E21. Prohibited Items

E21.1 These are items or articles that are not permitted under any circumstances within the prison establishment:

Explosives Wax Weapons Cameras (including video cameras) Magnets Mobile Phone Bluetooth Headsets and Technology	Aerosols Wire Drugs (none HCC) Toy Guns Mobile Phones Alcohol Metal cutlery Mobile phone SIM cards	Game Stations with an Internal Modem
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### E22. Controlled Items

E22.1 These are items or articles that must be carefully monitored when in the prison:

Tools Matches Yeast Clingfilm Chewing Gum Rope Vinegar Games Consoles of any description Computer Software Syringes	Skips Ladders Solvents Bleach Personal Audio Equipment DVD's and DVD Players Computer Memory Devices Money (limit £100) Alarm clocks	Glue Tin Foil Video Dustbins Foods CD's Electrical equipment of any nature
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End of Appendix H

## **Appendix I – Ministry of Justice Security Policy**

Contractors providing goods or services to the Ministry of Justice are bound by the Official

Secrets Acts 1911 to 1989. The 1989 Act makes it an offence for any person employed by a government contractor to disclose any document or information which is likely to result in the commission of an offence or facilitate an escape from legal custody or the doing of any other act prejudicial to the safekeeping of persons in legal custody.

The contractor's Staff will also be subject to a general obligation of confidentiality in respect of information acquired through providing the Services and will be required to sign a Confidentiality Undertaking.

The Ministry of Justice will also exercise the right usually given in government contracts, requiring the contractor to identify all members of his staff who will be involved in fulfilling the contract. The contractor may be required to supply other information the Ministry of Justice may require for determining whether there is any objection to a particular member of his staff being admitted to Ministry of Justice premises. The Ministry of Justice will have the right to exclude any person specified by the Ministry of Justice from those premises.

All contractors would be required to comply with the statements set out above.

**End of Appendix I**

## SCHEDULE 2 - TENDER

The entire tender submitted by AluK (GB) Ltd via the MoJ eSourcing portal on 24/01/2018 11:55:07 form part of this contract. Key areas are included below for reference:

<p><b>QQ 1.1 - General Requirements</b></p> <p>Please provide details of up to three contracts that are relevant to our requirement to demonstrate your capability to deliver similar requirements successfully. Your response should include:</p> <ul style="list-style-type: none"><li>• Customer organisation;</li><li>• Name contact, job title and email address;</li><li>• Contract title and description;</li><li>• Contract start and end dates; and</li><li>• Total contract value.</li></ul> <p>If you cannot provide examples see question QQ 1.2</p> <p>Your response must be provided on the attached template and not exceed 2 sides of A4, including the question.</p>
<ul style="list-style-type: none"><li>• Customer Organisation: Ministry of Justice</li><li>• <b>[REDACTED]</b></li><li>• Contract Title: Provision for the supply of aluminium window, door and greenhouse profiles</li><li>• Contract Start &amp; End Dates: 1<sup>st</sup> January 2009 - 31<sup>st</sup> December 2012 (This is a 4 year framework agreement with the provision for extension that has been utilised, therefore services are still ongoing)</li><li>• Total Contract Value: £200-700K per annum</li></ul>
<p><b>SQ 6.2 – Supply Chain</b></p> <p><b>AluK (GB) Ltd Comment:</b></p> <p><b>THE DETAIL BELOW HAS BEEN EXTRACTED FROM THE COMPLETED FORM FOR 2.3.2 TO 3.2 (SUPPLY CHAIN) AS NO ATTACHEMENT WAS AVAILABLE FOR QUESTION 1.10.2 SQ 6.2</b></p> <ul style="list-style-type: none"><li>• <b>Selection process to identify Suppliers &amp; Sub-contractors</b> Please find attached within the additional attachments of section two our supplier selection process. This details how we identify suitable suppliers and subcontractors that have the capability to service our supply chain needs and manage them accordingly to maintain a healthy supply chain.</li><li>• <b>How you manage and ensure they comply with your policies and the specification (see section 24 of the specification).</b> Please find attached within the additional attachments of section two <b>[REDACTED]</b></li></ul>
<p><b>TQ 1.1 - Health &amp; Safety</b></p> <p>Please describe and provide details of your Health and Safety policy, processes and procedures and how these are cascaded through your organisation. Your response should include:</p> <ul style="list-style-type: none"><li>• Details of any Health &amp; Safety bodies your organisation are accredited or certified to.</li></ul>

- How you ensure compliance with current legislation, and changes to current laws.
- How your Senior Management Team or board drives the policy and shows its commitment to Health & Safety.
- Details of how your Health & Safety policy and procedures are implemented, managed and reviewed against incidents to continuously improve.
- Details of training programmes to ensure that all staff are aware of and able to comply with your policies and procedures.
- Audit & Reporting to confirm compliance.

Your response must be provided on the attached template and not exceed 3 sides of A4, including the question.

AluK (GB) Ltd understands the importance of effectively managing Health, and Safety risks and impacts that may result from its activities and have identified issues that are relevant to its purpose and its strategic direction and that affect its ability to achieve the intended result(s) of its management system performance. Its objectives and purpose, including external and internal issues and so far as is reasonably practicable ensure the health, safety and welfare at work of all employees, subcontractors, visitors and members of the public.

It is the continuing policy of this company to strive for best practice within its own operations. Such an achievement of consistency and high quality necessitates a systematic and disciplined approach by our employees in all activities associated with the principles of the OHSAS18001 standard, whilst ensuring this the company are committed to ensuring the H&S of its employees and others affected by our works is not compromised for any other objective.

AluK (GB) Ltd's documented management system identifies the policies and commitments of the company, and is fully supported and approved by the Managing Director; it defines the management, organisation and business practices responsible for the aims and achievement of the company. All Directors and Top Level Managers are authorised and responsible for implementing the Management System and its associated procedures.

It is the general duty of each employee to co-operate in the operation of the Company Policy, to make themselves aware at all times of the likely H&S hazards they may encounter and working areas in which special hazards/impacts may be reasonably foreseen, to adopt safe conscientious methods of working so not to endanger themselves, any other employee or any person who may be affected in any way by their work.

In the event that an employee becomes aware of any risk / impact or issue relating to H&S and the they shall be responsible for taking reasonable practical action to remove or resolve the risk/impact or issue and to prevent any recurrence and should also report immediately to their Supervisor or the Health Safety & Environmental Manager if unable to manage themselves. This duty includes the authority and instruction to suspend work if the employee feels the activity or environment within which it is being undertaken is unsafe.

All persons on the premises under the control of the company must obey these safety rules and must accept the duty and the responsibility of ensuring that these safety rules are enforced. Refusal to obey these safety rules or safety instructions is defined as misconduct and may lead to disciplinary action for employees. This policy is communicated to all employees of AluK (GB) Ltd, displayed throughout its premises and will be made available on the company's website for all interested parties to access.

AluK (GB) Ltd strive:

- To ensure all activities comply with current and relevant legislation are properly observed and implemented.

- To lead the implementation and operation of its Management System by the Directors and Management Team.
- To ensure that this policy and the supporting management system documentation is understood, implemented and maintained at all levels of the organisation.
- To create a framework for setting and reviewing measurable objectives and targets, in order to monitor performance and achieve continual improvement of the company and realisation of our client's expectations.
- To continually monitor, review and plan to achieve continual improvement in preventing health and safety risks resulting from its activities.
- **To reduce, prevent and eliminate injury and ill health and empower employees in the achievement of goals to reducing health and safety risks.**
- To effectively communicate its Policy, goals and intentions to its employees and interested 3<sup>rd</sup> parties.
- To maintain a record of all activities which effect Health and Safety.
- To provide adequate resources to enable the effective implementation and operation of this policy.

### [REDACTED]

With regards to continuous improvement following an accident, each incident is investigated to establish the root cause and all contributing factors. An assessment is made as to whether risk assessments and safe systems of work are in place, if they were being followed or deviated from and if it gives rise to review and revise them to further improve and minimise the possibility of a similar incident reoccurring.

Aluk pro-actively engage with the workforce to promote learning and performance improvement, we also have a matrix of training requirements which have been identified as part of the risk assessment process, there is a thorough schedule of training from induction through to job specific training and health and safety training too.

As part of the Plan, Do, Check, Act methodology adopted by the HSG65 our systems, processes, procedures and arrangements are systematically reviewed and internally audited to ensure compliance and continual improvement.

### TQ 2.1 - Specification Requirements

Outline how your system complies with all legislation and standards as outlined in section 3 of the specification where applicable.

Demonstrate you can supply the full system as outlined in the specification for the lot you are submitting a tender for. You should include all certificates, test reports and product data sheets to demonstrate conformity.

Include

- How changes to standards, regulations, etc. are managed to ensure that your system complies with current versions.
- Details of the process for the testing your system to ensure it meets the requirements of the specification.

Your response must be provided on the attached template and not exceed 2 side of A4, including the question.

You should also upload any supporting documents, which must be clearly labelled with the question number and your company name.

AluK Aluminium Systems are compliant to the latest industry standards having been tested against both general performance and security categories within British Standards.

All systems have been tested in accordance with BS4873:2016 and PAS24:2016. The below list states scope document references which can also be supplied in pdf and with associated test reports if necessary.

**[REDACTED]**

When initial tests are completed and AluK are satisfied with results products are then sent out to a UKAS [UK accreditation service] facility to undergo additional testing which is then written up as a final report for inclusion into the AluK certification scheme managed by BM Trada. This covers all of the above standards that need to be adhered to for Aluminium Window & Door Systems.

AluK keep up to date with all standards and legislation related to the industry using the following tools that automatically notify of any changes prior to their incorporation:

- British Standards Online - BSI
- European Standards – Afnor Groupe [via AluK Group]
- Industry Group Memberships Including – CAB / GGF / BFRC / CWCT

**[REDACTED]**

AluK Academy can support full training of each product type within the range with specific courses developed. Tailored courses focus on four main elements of product awareness, software, fabrication and installation. This enables users of AluK systems to pick exactly what is of relevance to them maximising time spent on training and knowledge enhancement ensuring the correct personnel are trained in the right areas. Examples of course types are detailed below.

**[REDACTED]**

**TQ 2.2 - Certification**

Provide examples of the standard certificates that will be supplied with your deliveries, and describe how you manage the issue of certificates.

Your response should include:

- Types of certificates you will supply and for what products e.g. C of C, 3.1 test certificates, etc. (see paragraph 12.12 of the specification)
- How you ensure new certificates are issued when a new batch is dispatched. (see paragraph 12.13 of the specification)

Your response must be provided on the attached template and not exceed 2 side of A4, including the question.

You should also upload an example of your certificates, which must be clearly labelled with the question number and your company name.

AluK is able to provide all required certification documents upon request over a determined timescale/frequency covering the following upon delivery of goods.

Certificate of Conformity – Covered within Section 2.5.1 TQ 5.1

Test Certificates – Please refer to Technical Section 2.2.1. British Standards in relation to the design, construction, performance and security of aluminium doors and windows [BS4873 & PAS24] are included and can be supplied as and when necessary.

Orders and associated deliveries will be in accordance with BS EN 12020-2:2016 [Aluminium & Aluminium Alloys – Extruded Precision Profiles in alloys EN AW-6063]. These are checked by AluK extrusion suppliers in addition to the sample sign off and AluK quality procedure checks as detailed in Section 2.5.1 TQ 5.1.

If any profile die is changed or altered it will be subject to the same process of quality checks to ensure drawing has been followed and sample materials are within acceptable tolerances.

Hardware associated with AluK systems are backed by supplier guarantees that vary in duration based on different maintenance agreements for each hardware/product type. Guarantee documents can be supplied upon request.

Guarantees for polyester powder coating and its application can be provided with AluK operating under the Qualicoat 15th Edition code of practice being an Akzo Nobel approved applicator. This document has been supplied for reference. A marine guarantee form is applicable for any coating application requiring additional levels of cover against harsh environments/installation locations.

Certification for AluK against Quality & Environmental Management Systems [ISO 9001 & ISO 14001] have been provided if necessary and referenced within application section 2.5.3 TQ 5.3.

There are three declarable characteristics for CE Marking of Aluminium under BS EN 14351-1:2006+A1 for windows and doors not on an escape route:

1. Dangerous substances (REACH requirement) – Statement Available on AluK GB Website [also attached].
2. Load bearing capacity of safety devices (Threshold requirement) - Statement Available from hardware supplier.
3. Thermal Transmittance (UK building regulations requirement) – Report Available through Logikal software [in accordance with EN10077].

### **TQ 2.3 - Warranty and Guarantees**

Provide details of all warranties and/or guarantees for the systems and materials provided as outlined in section 3 of the specification.

Your response should include:

- What is covered by your warranty
- Maintenance schedules that will need to be carried out.
- What the guarantee does not cover and an outline of any restrictions of the warranty.

Your response must be provided on the attached template and not exceed 2 sides of A4, including the question.

Please find below the wording to our standard commercial product warranty documentation, this shall be applied to the contract documents upon award of the contract in line with our terms and conditions

and subject to agreement alongside the attached operation & maintenance manual attached within Section 2 appendices:

PRODUCT WARRANTY – Date of Completion – <DATE>

“Product” means AluK products installed <PROJECT NAME> The Product warranty only becomes effective on cleared payment of all invoices in full. If part invoices are withheld from payment this product warranty will be invalid.

The warranty is made to <CONTRACTOR & ADDRESS>

AluK (GB) Ltd (hereafter called AluK) warrants in relation to the product that it will (at AluK’s choice) either repair or replace or refund the full purchase price of any product which is found within the warranty period from its despatch from AluK’s works to be defective or not in accordance with any express description or representation given or made on behalf of AluK in respect of it. AluK will require a reasonable period of time to carry out any repairs or replacements.

Product Warranty Duration

**[REDACTED]**

The above warranty will not apply:-

1. To damage to or change in effectiveness of the product arising from fair wear and tear or otherwise caused by misuse of the product or failure to follow instructions, specifications, recommendations or manuals supplied by AluK in relation to the fabrication, installation, adjustment and/or maintenance of the product and current at the time of supply.
2. If the product is stored, handled or used in such a manner that damage is likely to occur.
3. If the product is altered, modified and repaired by any person not expressly nominated or approved in writing by AluK.
4. To parts, materials and equipment not supplied by AluK.
5. To any defect in the product which would have been apparent on a proper and careful inspection of the product which is not notified to AluK within 14 days after the date of despatch.
6. Unless AluK receives written notice and satisfactory evidence of the defect in question promptly upon discovery of such defect.

The cost to AluK of, and incidental to, the return to AluK of any product shall, except to the extent that AluK has accepted responsibility hereunder, be your responsibility. It is a condition of this warranty that any allegedly defective goods are returned to AluK unless AluK expressly waives that requirement in writing.

Your remedies in respect of any claim under the above warranty or any claim under any condition or warranty implied by law, trade, practice or any other claim in respect of the product or any workmanship in relation to it (whether or not involving negligence on the part of AluK) shall in all cases be limited to repair, replacement or refund of the purchase price as aforesaid and specifically excludes costs of removal and re-installation and AluK shall have no further liability in respect of such claim.

AluK shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or any other liabilities whether direct or consequential, and any other remedy which would otherwise

be available in law or otherwise is hereby excluded except to the extent that such exclusion is prohibited by any rule or law.

Nothing in this warranty shall exclude or restrict any liability for death or personal injury resulting from AluK's negligence.

The benefit of the above warranty may not be assigned or transferred in full or in part without the prior written consent of AluK.

### **TQ 3.1 – Stock Management**

Describe the stock management process for all the items you are bidding to supply, and any other materials that may be relevant or cause a risk to the supply.

Your response should include:

- Details of stock management systems and processes.
- An outline of how Batch Management is controlled.
- Detail Material Identification, Traceability & Labelling methods (see paragraph 16.1 of the specification)
- How you will engage with the PSPI team to understand & fulfil demand.
- Geographical locations at which stock will be held, including full addresses.
- A Red, Amber, or Green rating for top 5 risks you have identified that are associated with product availability over the lifetime of the contract and how you will mitigate these risks.
- Lead times of standard items.

Your response must be provided on the attached template and not exceed 3 sides of A4, including the question.

- Details of Stock Management Systems and Processes – All materials are stored at **[REDACTED]** In relation to stock level management please refer to 4.1
- Batch Management Control – Each product which is purchased from a supplier is done so via a purchase order (PO), once the material is at our goods inwards area it is checked off and booked onto the system **[REDACTED]** via the PO. Once this transaction has been completed **[REDACTED]**.
- Material identification, Traceability and Labelling – Each profile which has been purchased or that has been painted/assembled in house is labelled with the below
- **[REDACTED]**
- Engagement with the PSPI team – This will be primarily through the AluK (GB) Ltd appointed Account Manager who will arrange and attend monthly meetings with the appointed lead contact from PSPI to understand forecasted demand and ongoing requirements which will then be reported back into the AluK procurement team to manage stock levels in line with the forecasted requirements.
- Stock holding location - All materials will be supplied from the AluK (GB) Ltd factory:
  - **[REDACTED]**
- A Red, Amber, or Green rating for top 5 risks you have identified that are associated with product availability over the lifetime of the contract and how you will mitigate these risks.
  1. Stock Levels – **[REDACTED]**
  2. Multi-Sourcing – **[REDACTED]**
  3. Risk Register – **[REDACTED]**

4. PI – [REDACTED]

5. Theft – [REDACTED]

- Lead times – Generally standard items will be provided on a [REDACTED] lead time. However an updated HMP catalogue will be provided detailing the lead times of all standard and non standard items upon contract award.

### TQ 3.2 – Supply Chain

Please provide an outline of your supply chain. This should include any suppliers and subcontractors you will engage with on a regular basis for the delivery of this contract.

You should include:

- Selection process to identify Suppliers & Sub-contractors
- How you manage and ensure they comply with your policies and the specification (see section 24 of the specification).
- Stock management processes, and how these are controlled to ensure they meet the requirements of the contract.
- The source and origin of all raw materials and how you ensure that they are ethically sourced.

Your response must be provided on this template and not exceed 2 side of A4, including the question.

- Selection process to identify Suppliers & Sub-contractors

Please find attached within the additional attachments of section two our supplier selection process. This details how we identify suitable suppliers and subcontractors that have the capability to service our supply chain needs.

- How you manage and ensure they comply with your policies and the specification (see section 24 of the specification).

Please find attached within the additional attachments of section two our [REDACTED]

- Stock management processes, and how these are controlled to ensure they meet the requirements of the contract.

We manage our performance using [REDACTED]

- The source and origin of all raw materials and how you ensure that they are ethically sourced.

Please find attached within the additional attachments of section two [REDACTED]

### TQ 3.3 - Delivery

Describe how you will ensure that all deliveries meet the requirements described in the specification including:

- Obtaining security clearance;
- Communication with individual establishments.
- Ensuring drivers are trained on the contents of the Drivers' Handbook and abide by it.
- The types of vehicles that will be used and how these meet any gate restrictions.
- If subcontractors will be used for any part of the delivery process, please describe how you will ensure that they also fully meet these requirements.
- An uploaded example of your standard delivery note as described in the specification, and how you ensure this arrives with every delivery.
- The process for requesting and handling concessions to provide items outside specification (see section 14 of the specification).
- Your returns process and timescales.

Your response must be provided on the attached template and not exceed 3 sides of A4, including the question.

You should also upload an example delivery note, which must be clearly labelled with the question number and your company name.

- Obtaining security clearance

When security clearance is requested AluK (GB) Ltd will ensure that the appointed person to carry out the delivery will complete and submit the required security vetting forms within the specified time frame. Where a person fails the security clearance checks an alternative CPC trained driver will submit the forms in-line with the lead times.

- Communication with individual establishments.

Our customer services team are in regular communication with their point of contact for each establishment. Contact is made via email or phone. They inform their contact 24 hours prior to the delivery.

- Ensuring drivers are trained on the contents of the Drivers' Handbook and abide by it.

All our drivers and sub-contractors are aware and understand the procedure for making deliveries to the HMP establishments and AluK drivers and sub-contractors will be issued with a copy of the AluK Delivery Handbook (attached) and also a copy of the Transport Managers & Driver Handbook.

- The types of vehicles that will be used and how these meet any gate restrictions.

The deliveries will be made on **[REDACTED]**

- If subcontractors will be used for any part of the delivery process, please describe how you will ensure that they also fully meet these requirements.

We have held meetings with our sub-contractors to discuss the delivery process and requirements needed to make deliveries the establishments. They have a copy of the Handbook and are fully aware of the process and meet the required criteria.

- An uploaded example of your standard delivery notes as described in the specification, and how you ensure this arrives with every delivery

A copy of the delivery for HMP Wymott attached. Drivers are not permitted to leave the Warehouse without delivery notes for each customer. This is checked before leave the premises.

- The process for requesting and handling concessions to provide items outside specification (see section 14 of the specification).

A separate process document has been attached detailing the information regarding concessions.

- Your returns process and timescales.

If there is any material (s) that need to be returned to AluK. The establishments must contact their customer services advisor. They will raise a collection note which is then emailed to their point of contact at the establishment. A copy of the collection note is passed to our despatch team and this is then given to our driver/Sub contractor. The collection will then be made on the next delivery. The materials are then inspected upon return **[REDACTED]**

#### TQ 4.1 - Management Information Reporting

Provide details of how you will manage the Authority's account including how you will:

- Comply with MI and reporting requirements as outlined in the section 8 of the specification;
- Manage performance and ensure delivery of KPI targets set out in section 9.2 of the specification.
- Manage any subcontractors, including their performance to meet KPIs;
- Identify and manage continuous improvement;

Your response must be provided on the attached template and not exceed 2 sides of A4, including the question.

- Comply with MI and reporting requirements as outlined in the section 8 of the specification

**[REDACTED]** will provide a bespoke MI report encapsulating the required detail from **[REDACTED]** upon award of the contract in accordance with section 8 of the specification.

- Manage performance and ensure delivery of KPI targets set out in section 9.2 of the specification.

The KPI targets set out in section 9.2 of the specification **[REDACTED]**

- Manage any subcontractors, including their performance to meet KPIs;

**[REDACTED]**. All subcontractor's are required to agree to the service level agreement and comply with it prior to undertaking any work on behalf of AluK (GB) Ltd.

- Identify and manage continuous improvement;

**[REDACTED]** Data driven continuous improvement is a fundamental ethos within the AluK (GB) Ltd management policy.

#### TQ 4.2 - Terms and Conditions

Please confirm you accept the Authority's terms and conditions.

The Authority may consider minor amendments to the terms and conditions, these should be provided in the template provided.

Bidders proposed amendments will not be accepted if they may be of detriment to the operational need or commercial requirements of the Authority. The Authority with holds the right to reject any proposed amendment and this may lead to your exclusion from further consideration, without any further notification.

The Authority will not accept any further proposed amendment or enter into negotiation of terms upon the bidder being successful within this exercise.

Failure to agree terms which are acceptable to the Authority may result in acceptance of the tender being withdrawn and an award made to the second placed bidder without any further consultation with the original recommended bidder for award.

Tenderers may be eliminated from the procurement exercise if they do not accept the above, and their tender will not be evaluated further.

Your response must be provided on the attached template, there is no limit to quantity of pages for this response.

**[REDACTED]**

#### **TQ 4.4 - Business Continuity**

Please provide your business continuity plan which should include as a minimum how you will ensure delivery of goods in the event of breakdown of normal operations, how these plans are tested for effectiveness, and details of key responsible personnel.

Your response should include how you will mitigate risks associated with the following scenarios as a minimum:

- Disruptions or failure of your supply chain
- IT systems failure and/or loss of key personnel
- Catastrophic events, i.e. fire or flood.

Your response must be provided on the attached template and not exceed 2 sides of A4, including the question.

- Disruptions or failure of your supply chain

Risk Management is taken into consideration at many levels in the supply chain decision making process.

- **[REDACTED]**

- IT systems failure and/or loss of key personnel
- **[REDACTED]**
- Catastrophic events, i.e. fire or flood
- **[REDACTED]**

**TQ 5.1 - Quality**

Clearly outline your process for assuring quality, including;

- How you will ensure that products despatched conform to the specification, are free from defects or damage and the quantity is correct.
- The process for dealing with internal and customer quality issues and ensuring preventative action is applied.
- The procedure for product replacement and expected timescales for resolution.
- The product recall process, and material quarantine.
- Your company complaints procedure.

Your response must be provided on the attached template and not exceed 2 sides of A4, including the question.

**TQ 5.1 - Quality**

5.1.1 How you will ensure that products despatched conform to the specification, are free from defects or damage and the quantity is correct.

- Process refers to IS EN ISO9001:2008.  
**[REDACTED]**

5.1.2 The process for dealing with internal and customer quality issues and ensuring preventative action is applied.

**[REDACTED]**

5.1.3 The procedure for product replacement and expected timescales for resolution.

**[REDACTED]**

5.1.4 The product recall process, and material quarantine.

**[REDACTED]**

5.1.5 Your company complaints procedure.

- **[REDACTED]**
- 

**TQ 5.3 - Quality Management System Cont.**

Question TQ 5.2 asked you to confirm you operate a Quality Management System, hold a current certificate or accreditation, are working towards accreditation or are prepared to gain an accreditation within 1 year contract mobilisation.

Section 1: Operate, hold a current certificate/accreditation or working towards.

Provide details and evidence of your quality management system, its procedures and processes that you use. Include:

- QMS type and the scope of you system.
- Date accreditation for your QMS was received (planned), and re-certification date (if applicable)The audit schedule

Section 2: No current QMS, but will be accredited within 1 year of mobilisation.

Provide details of:-

- QMS type and the scope you will implement
- Your implementation plan and timeframe for accreditation within the set timescales.

All responses should include how the following areas are managed within your operation.

- Customer Focus
- Leadership
- Involvement of People
- Process Approach
- Systems Approach
- Continual Improvement
- Factual Approach
- Supplier Relationships

Your response must be provided on the attached template and not exceed 3 sides of A4, including the question.

ALUK **[REDACTED]** are accredited to · IS EN ISO9001:2008 Design and Distribution of Architectural Aluminium Building Systems (Quality)

### **[REDACTED]**

Manufacturing process equipment is designed to meet product specifications in accordance with ALUK requirements. Processes are monitored by KPI's and analysed and improved by means of DMAIC methodology.

#### Customer Focus

The aim of the senior management of ALUK is to achieve customer satisfaction with the products or services provided at all times. To accomplish this, the company ensures that customer needs and expectations are identified, transposed into specific communicated requirements and satisfied. In doing this the company also considers all regulatory, legal and other relevant obligations related to the product

### **[REDACTED]**

## Leadership

The senior management team review [REDACTED]

## Involvement of People

ALUK has determined what resources are needed to implement, control and continually improve the Quality System and enhance customer satisfaction by meeting customer needs.

It is ALUK policy to recruit suitable personnel that will be suitable to carry out the intended tasks, and to continue to train and develop employees to a standard that promotes competence and confidence within any given task within the organisation

People with leadership, management or supervisor potential are continuously identified, trained and developed to become effective leaders.

## Process Approach

We focus on a work process in a series of operations/steps or activities that transform input into intermediate output at each step until the final output that meets the customer specified requirements. (**S**uppliers, **I**nput, **P**rocess, **O**utput and **C**ustomers). Our target and aim in 2018 is to use the **SIPOC** model creates processes that will produce products and services that conform to customer specified requirements. Understanding and improving process capability is superior to inspecting and sorting the final output.

We educate the ALUK individuals and explain all outputs have customers and all inputs have suppliers. The management team will identify processes needed to produce and deliver the products or services to satisfy the requirements of the customer and other interested parties (suppliers, employees and other affected parties). We manage the process from key activities listed below.

- Identifying work process titles
- Creating a standard method for carrying out the work and for monitoring process performance over time
- Addressing problems that arise
- Continually improving the work operations
- Identifying opportunities for continual improvement
- Disseminating work process information
- Facilitating the training of new personnel.

## System Approach

ALUK systems approach includes all components of a comprehensive product: hardware, service and people process. Our aim is to ensure we have a quality system that is designed using technologies that include: statistics, process management, reliability engineering, information systems, and data base management. When problems occur, diagnostic analysis is required to contain the issue as well as develop prompt corrective action as well as effective preventive action to eliminate recurrence of the issue. Our aim is to take a systems approach to define the act of “managing for quality” in a way that supports achievement of business objectives in a comprehensive, cross-functional way.

## Continual Improvement

Continuous improvement of our processes is driven organically both internally and externally by customer and market requirements. [REDACTED]

Factual approach

Effective decisions are based on the analysis of data and information [REDACTED]

Supplier Relationships

ALUK are working on being aligned with our suppliers and treat them as partners as both businesses will experience higher success rates, decreased risks and enhanced collaboration and innovation. ALUK have introduced [REDACTED]

Our key aim is to improve supplier capabilities of innovation, quality, reliability and costs/price reductions and agility to reduce risk factors. We have earned our suppliers' trust with honest communication, as we have started to listen to their concerns and involving them in our processes ultimately makes them a vested partner in our business.

#### **TQ 5.4 - Environmental Impact**

Please provide details of how you will reduce the environmental impact over the life of the contract.

Your response should include :

- Any initiatives that your organisation is currently implementing or will implement over the life of the contract that will result in any reduction.
- How you use recycled materials.
- Reductions in your carbon footprint and waste streams.
- Improved and efficient manufacturing process.

Your response must be provided on the attached template and not exceed 2 sides of A4, including the question.

All of our building systems use [REDACTED]

Up to 90% of all aluminium used in construction is recycled, using 95% less energy to manufacture than its primary production - with no deterioration in quality. This makes it one of the most sustainable construction materials available, reducing carbon emissions and contributing to the lifecycle costing of a building.

[REDACTED]

Aluminium does not age like other organic materials and needs no protection from ultra-violet light. Its overall life-cycle is more environmentally friendly due to the minimum energy required in maintenance and the well-established, proven design life of aluminium assures that it will provide a long term solution year on year with the guarantee of 100% recyclability at the end of a building's life.

Our business operates to the ISO 14001 Environmental Management Systems standard. This provides an ideal framework for ongoing control and continual improvement in our environmental and sustainable performance and our pledge to Corporate Social Responsibility.

AluK recognises that our purchasing decisions impact upon society and the environment well beyond the immediate scope of our own operations. We are committed to ensuring that we deal only with suppliers who also recognise their responsibility to the people they employ, the communities they affect and their impact on their local and global environment. Such an achievement of consistency and high standards necessitates a systematic and disciplined approach to Sustainability & Responsible Sourcing Management which this policy draws upon in the commitments made in other aspects of our integrated approach of our Quality, Environmental and H&S Management Systems. We will comply with the laws related to our activities and will work with our suppliers to ensure that we continually reduce our impacts on people and our environment.

- We expect our strategic suppliers to work to an Environmental Management System which meets internationally recognised standards and for other suppliers to be making progress towards this. We will engage with our suppliers to develop programs to reduce our impact on the environment including climate change and energy usage, transport, packaging, raw material usage, renewable and recycled materials and water usage. Our aim is to reduce and then eliminate our waste to landfill.
- To support the procurement of energy efficient products and services and design for energy performance improvement and to provide financial stability and long term investment in environmental and sustainability aspects and improvements.

In terms of sustainability and environmental are objectives are to reduce Waste, Fuel, Energy and Water Consumption / effluent (process plant). **[REDACTED]**

**[REDACTED]**

#### **TQ 6.1 – Human Resources**

Describe how you will ensure that there are adequate levels of staff, including those of any subcontractors, in all areas to support delivery and provide technical support of the contract throughout its life.

Your response should include:

- An organisation structure;
- A list of key personnel that will be employed in the delivery of contract, including any management activity;
- Details of any relevant skills, experience and/or qualifications held by staff;
- Details of any recruitment that may be required including number and description of posts and timescales; and
- A description of how you will ensure that current and new staff are fully trained and are kept updated for the duration of the contract, e.g. ordering process, customer service & complaints, data security, regulations & legislation, etc.

Your response must be provided on the attached template and not exceed 3 sides of A4, including the question.

- An organisation structure;

Please find this attached within the section 2 appendices

- A list of key personnel that will be employed in the delivery of contract, including any management activity;

The following personnel will be responsible for the delivery of the contract:

- **[REDACTED]**

Details of any recruitment that may be required including number and description of posts and timescales

- As AluK (GB) Ltd have been servicing the HMP contract for in excess of 10 years there will **[REDACTED]**
- A description of how you will ensure that current and new staff are fully trained and are kept updated for the duration of the contract, e.g. ordering process, customer service & complaints, data security, regulations & legislation, etc.

**[REDACTED]**, should at any stage we need to replace a member of the team we would in the first instance make an initial assessment as to whether we have the internal expertise to parachute into the role. If not, we would call upon our trusted agencies to assist us with sourcing a suitable replacement. We have developed and maintain strong working relationships with a variety of agencies with specialist knowledge in a wide range of disciplines.

Upon their appointment all employees are given a job description clearly stating their responsibilities and key skills, knowledge and experience. We provide a corporate induction (including health & safety, equality & diversity; and confidentiality) and local induction tailored to the individual and their job description. The job description also provides a framework to identify any skills gaps to be addressed. Based upon the learning need and employee's preferred learning style we will select the most appropriate learning intervention. In line with our values to be reliable, professional, customer centric, resourceful and personable we place great emphasis on employee continuous personal and professional development. We encourage line managers to have a regular dialogue with their staff to provide the forum and opportunity to provide two-way constructive feedback and address any concerns. We are in the process of preparing to implement a performance appraisal system that will provide a framework from which line managers and employees to follow to ensure consistency and to continue to our journey to embed a learning culture. We will ensure employees are made aware of any relevant changes in legislation, process or procedure (internal or external) through staff briefings and/or training. For example, in light of the General Data Protection Legislation coming into force in May we will be asking all employees to complete an e-learning module to ensure they understand the new regulations and what they mean on a day-to-day basis.

#### **TQ 6.2 - Mobilisation**

Provide an implementation schedule in the form of a project plan using Excel or similar. Your plan should include a clear timeline, key milestones, responsible personnel, any required training and interdependencies to ensure supply of the contract will commence on time.

Your response should include:

- A Red, Amber, Green (RAG) rated mobilisation risk register detailing your top 5, and how you will mitigate these risks.

Your response must be provided on the attached template and not exceed 1 side of A4, including the question.

You should also upload your project plan which must be clearly labelled with the question number and your company name.

An implementation schedule has been provided within the attachment area for section 2 of the ITT. This highlights all areas of mobilisation that would be required to commence works. Due to the prior contract the mobilisation is relatively straight forward and will mainly require the review and possible update of information in some areas. Therefore, the risk is limited and commencement of operations within the prison industry will not be affected by the contract commencement date should AluK (GB) Ltd continue to provide our services. Please see below the top 5 risks that have been identified:

- 1. Sign contract documents

This has been deemed to be the number 1 risk due to the effect on the remaining mobilisation plan should this not be carried out to the programme dates. AluK (GB) Ltd will try to mitigate this risk by providing all information and documentation in a timely manner with a dedicated HMP account team to action any items raised by the MoJ.

- 2. Contract commencement

This has been identified as risk 2 as this start date it is linked to risk 1. Again AluK (GB) Ltd will try to mitigate this risk by providing all information and documentation in a timely manner with a dedicated HMP account team to action any items raised by the MoJ.

- 3. Management report sign off

This is detailed within the top 5 as it requires the correct interpretation of the information required by AluK (GB) Ltd from the MOJ. AluK (GB) Ltd will try to mitigate this risk by **[REDACTED]**

- 4. This is detailed within the top 5 as it requires **[REDACTED]**

- 5. Management report creation

This has been detailed as AluK (GB) Ltd will need to **[REDACTED]**

**Mobilisation Plan**

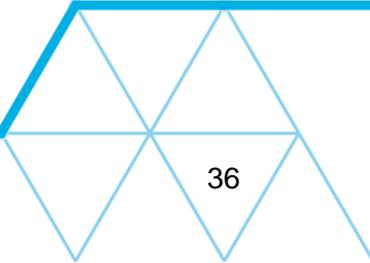
**[REDACTED]**

**Emergency Preparedness, Response and Disaster Recovery & Business Continuity Plan**

**[REDACTED]**

# Sub-contractor information

If you, or, if applicable, the group of economic operators propose to use sub-contractors, please provide additional details in the following table:



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

### Clarification Messages

Authority Question - 07/02/2018 08:11

Subject: Terms & Conditions

[REDACTED]

### SCHEDULE 3 - PRICES

[REDACTED]

### SCHEDULE 4 - CHANGE CONTROL

<b>CCN: Contract Reference Number &amp; Title Change Title</b>	
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WHEREAS the Supplier and the Authority entered into a Contract for the supply of [insert description] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows:

1. The Original Contract is amended as set out in this CCN:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Annex [x] for Details)		
Revised Term		
Change in Contract Manager(s)		
Other Changes		

2. Save as amended in the CCN all other terms of the Original Contract remain effective.
3. The CCN takes effect from the date on which both Parties sign below.

**IN WITNESS** of which this CCN has been duly executed by the Parties.

**SIGNED** for and on behalf of the  
Secretary of State for Justice

Signature:

Name (block capitals):

Position:

Date:

**SIGNED** for and on behalf of [insert name  
of Supplier]

Signature:

Name (block capitals):

Position:

Date:

## **SCHEDULE 5 - COMMERCIALY SENSITIVE INFORMATION**

- 1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E4 (Freedom of Information).
- 2 In this Schedule 5 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.

- 3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 5 applies.
- 4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

Commercially Sensitive Information	Reason why information is considered to be Commercially Sensitive	Duration that information will continue to be considered Commercially Sensitive
[REDACTED]	[REDACTED]	[REDACTED]

## SCHEDULE 6 - SUPPLIER AND THIRD PARTY SOFTWARE

Not Used

## SCHEDULE 7 – SUPPLIER TOOLING

Free of charge tooling supplied by the supplier.

All tooling listed below remains the property of AluK (GB) Ltd, and must be returned to AluK (GB) Ltd on completion of the contract.

Tooling damaged by the Authority will be chargeable at cost, tooling replaced due to wear and tear will be free of charge replacements.

Any tooling replaced either FOC or at cost, will remain the property of AluK (GB) Ltd, and the below form updated.

Tooling	Tooling Unique ID Number	Purpose	Cost of Tooling	Expected Life of Tooling	Date Tooling Supplied by Aluk (GB) Ltd	Date Tooling Returned to AluK (GB) Ltd
[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]
[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]
[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]
[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]
[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]
[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]

## SCHEDULE 8 – INFORMATION ASSURANCE & SECURITY

### 1. GENERAL

- 1.1 This Schedule 6 sets out the obligations of the Parties in relation to information assurance and security, including those which the Supplier must comply with in supplying the Goods under the Contract.
- 1.2 The Parties acknowledge that the purpose of the ISMS and Security Plan is to ensure a robust organisational approach to information assurance and security under which the specific requirements of the Contract will be met.
- 1.3 The Parties shall each appoint and/or identify a board level individual or equivalent who has overall responsibility for information assurance and security, including personnel security and information risk.
- 1.4 The Supplier shall act in accordance with Good Industry Practice in the day to day operation of any system which is used for the storage of Information Assets and/or the storage, processing or management of Authority Data and/or that could directly or indirectly affect Information Assets and/or Authority Data.
- 1.5 The Supplier shall ensure that an information security policy is in place in respect of the operation of its organisation and systems, which shall reflect relevant control objectives for the Supplier System, including those specified in the ISO27002 control set or equivalent, unless otherwise agreed by the Authority. The Supplier shall, upon request, provide a copy of this policy to the Authority as soon as reasonably practicable. The Supplier shall maintain and keep such policy updated and provide clear evidence of this as part of its Security Plan.
- 1.6 The Supplier acknowledges that a compromise of Information Assets and/or Authority Data represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the Parties. The Supplier shall provide clear evidence of regular communication with the Authority in relation to information risk as part of its Security Plan.

### 2. INFORMATION SECURITY MANAGEMENT SYSTEM

- 2.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority a proposed ISMS which:
- 2.1.1 has been tested; and
- 2.1.2 complies with the requirements of paragraphs 2.2 and 2.3.
- 2.2 The Supplier shall at all times ensure that the level of security, include cyber security, provided by the ISMS is sufficient to protect the confidentiality, integrity and availability of Information Assets and Authority Data used in the supply of the Goods and to provide robust risk management.
- 2.3 The Supplier shall implement, operate and maintain an ISMS which shall:

- 2.3.1 protect all aspects of and processes of Information Assets and Authority Data, including where these are held on the ICT Environment (to the extent that this is under the control of the Supplier);
- 2.3.2 be aligned to and compliant with the relevant standards in ISO/IEC 27001: 2013 or equivalent and the Certification Requirements in accordance with paragraph 5 unless otherwise Approved;
- 2.3.3 provide a level of security which ensures that the ISMS and the Supplier System:
  - 2.3.3.1 meet the requirements in the Contract;
  - 2.3.3.2 are in accordance with applicable Law;
  - 2.3.3.3 demonstrate Good Industry Practice, including the Government's 10 Steps to Cyber Security, currently available at:  
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>;
  - 2.3.3.4 comply with the Security Policy Framework and any other relevant Government security standards;
  - 2.3.3.5 comply with the Baseline Security Requirements;
  - 2.3.3.6 comply with the Authority's policies, including, where applicable, the Authority's Information Assurance Policy in PSI 24/2014;
- 2.3.4 address any issues of incompatibility with the Supplier's organisational security policies;
- 2.3.5 address any specific security threats of immediate relevance to Information Assets and/or Authority Data;
- 2.3.6 document:
  - 2.3.6.1 the security incident management processes, including reporting, recording and management of information risk incidents, including those relating to the ICT Environment (to the extent that this is within the control of the Supplier) and the loss of protected Personal Data, and the procedures for reducing and raising awareness of information risk;
  - 2.3.6.2 incident response plans, including the role of nominated security incident response companies; and
  - 2.3.6.3 the vulnerability management policy, including processes for identification of system vulnerabilities and assessment of the potential effect on the Goods of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing and

application of security patches and the reporting and audit mechanism detailing the efficacy of the patching policy;

- 2.3.7 include procedures for the secure destruction of Information Assets and Authority Data and any hardware or devices on which such information or data is stored; and
- 2.3.8 be certified by (or by a person with the direct delegated authority of) the Supplier's representative appointed and/or identified in accordance with paragraph 1.3.
- 2.4 If the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies notified to the Supplier from time to time, the Supplier shall immediately notify the Authority of such inconsistency and the Authority shall, as soon as practicable, notify the Supplier of the provision that takes precedence.
- 2.5 The Supplier shall, upon request from the Authority or any accreditor appointed by the Authority, provide sufficient design documentation detailing the security architecture of its ISMS to support the Authority's and/or accreditor's assurance that it is appropriate, secure and complies with the Authority's requirements.
- 2.6 The Authority shall review the proposed ISMS submitted pursuant to paragraph 2.1 and shall, within 10 Business Days of its receipt notify the Supplier as to whether it has been approved.
- 2.7 If the ISMS is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.
- 2.8 If the ISMS is not Approved, the Supplier shall amend it within 10 Business Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall, within a further 10 Working Days notify the Supplier whether the amended ISMS has been approved. The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with clause I1 (Dispute Resolution).
- 2.9 Approval of the ISMS or any change to it shall not relieve the Supplier of its obligations under this Schedule 6.
- 2.10 The Supplier shall provide to the Authority, upon request, any or all ISMS documents.

### **3. SECURITY PLAN**

- 3.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority for approval a Security Plan which complies with paragraph 3.2.
- 3.2 The Supplier shall effectively implement the Security Plan which shall:
  - 3.2.1 comply with the Baseline Security Requirements;
  - 3.2.2 identify the organisational roles for those responsible for ensuring the Supplier's compliance with this Schedule 6;

- 3.2.3 detail the process for managing any security risks from those with access to Information Assets and/or Authority Data, including where these are held in the ICT Environment;
  - 3.2.4 set out the security measures and procedures to be implemented by the Supplier, which are sufficient to ensure compliance with the provisions of this Schedule 6;
  - 3.2.5 set out plans for transition from the information security arrangements in place at the Commencement Date to those incorporated in the ISMS;
  - 3.2.6 set out the scope of the Authority System that is under the control of the Supplier;
  - 3.2.7 be structured in accordance with ISO/IEC 27001: 2013 or equivalent unless otherwise Approved;
  - 3.2.8 be written in plain language which is readily comprehensible to all Staff and to Authority personnel engaged in supplying the Goods and reference only those documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule 6; and
  - 3.2.9 comply with the Security Policy Framework and any other relevant Government security standards.
- 3.3 The Authority shall review the Security Plan submitted pursuant to paragraph 3.1 and notify the Supplier, within 10 Business Days of receipt, whether it has been approved.
  - 3.4 If the Security Plan is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.
  - 3.5 If the Security Plan is not Approved, the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall notify the Supplier within a further 10 Business Days whether it has been approved.
  - 3.6 The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter shall be resolved in accordance with clause 11 (Dispute Resolution).
  - 3.7 Approval by the Authority of the Security Plan pursuant to paragraph 3.3 or of any change to the Security Plan shall not relieve the Supplier of its obligations under this Schedule 6.

#### **4. REVISION OF THE ISMS AND SECURITY PLAN**

- 4.1 The ISMS and Security Plan shall be reviewed in full and tested by the Supplier at least annually throughout the Term (or more often where there is a significant change to the Supplier System or associated processes or where an actual or potential Breach of Security or weakness is identified) to consider and take account of:

- 4.1.1 any issues in implementing the Security Policy Framework and/or managing information risk;
  - 4.1.2 emerging changes in Good Industry Practice;
  - 4.1.3 any proposed or actual change to the ICT Environment and/or associated processes;
  - 4.1.4 any new perceived, potential or actual security risks or vulnerabilities;
  - 4.1.5 any ISO27001: 2013 audit report or equivalent produced in connection with the Certification Requirements which indicates concerns; and
  - 4.1.6 any reasonable change in security requirements requested by the Authority.
- 4.2 The Supplier shall give the Authority the results of such reviews as soon as reasonably practicable after their completion, which shall include without limitation:
- 4.2.1 suggested improvements to the effectiveness of the ISMS, including controls;
  - 4.2.2 updates to risk assessments; and
  - 4.2.3 proposed modifications to respond to events that may affect the ISMS, including the security incident management processes, incident response plans and general procedures and controls that affect information security.
- 4.3 Following the review in accordance with paragraphs 4.1 and 4.2 or at the Authority's request, the Supplier shall give the Authority at no additional cost a draft updated ISMS and/or Security Plan which includes any changes the Supplier proposes to make to the ISMS or Security Plan. The updated ISMS and/or Security Plan shall, unless otherwise agreed by the Authority, be subject to clause F4 (Change) and shall not be implemented until Approved.
- 4.4 If the Authority requires any updated ISMS and/or Security Plan to be implemented within shorter timescales than those set out in clause F4, the Parties shall thereafter follow clause F4 for the purposes of formalising and documenting the relevant change for the purposes of the Contract.

## **5. CERTIFICATION REQUIREMENTS**

- 5.1 The Supplier shall ensure that any systems, including the ICT Environment, on which Information Assets and Authority Data are stored and/or processed are certified as compliant with:
- 5.1.1 ISO/IEC 27001:2013 or equivalent by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013 or equivalent unless otherwise Approved; and
  - 5.1.2 the Government's Cyber Essentials Scheme at the BASIC level unless otherwise agreed with the Authority

and shall provide the Authority with evidence:

5.1.3 of certification before the Supplier accessed the ICT Environment and receives, stores, processes or manages any Authority Data; and

5.1.4 that such certification remains valid and is kept up to date while the Supplier (as applicable) continues to access the ICT Environment and receives, stores, processes or manages any Authority Data during the Term.

5.2 The Supplier shall ensure that it:

5.2.1 carries out any secure destruction of Information Assets and/or Authority Data at Supplier sites which are included within the scope of an existing certificate of compliance with ISO/IEC 27001:2013 or equivalent unless otherwise Approved; and

5.2.2 is certified as compliant with the CESG Assured Service (CAS) Service Requirement Sanitisation Standard or equivalent unless otherwise Approved

and the Supplier shall provide the Authority with evidence of its compliance with the requirements set out in this paragraph 5.2 before the Supplier may carry out the secure destruction of any Information Assets and/or Authority Data.

5.3 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier ceases to be compliant with the certification requirements in paragraph 5.1 and, on request from the Authority, shall:

5.3.1 immediately cease access to and use of Information Assets and/or Authority Data; and

5.3.2 promptly return, destroy and/or erase any Authority Data in accordance with the Baseline Security Requirements

and failure to comply with this obligation is a material Default.

## **6. SECURITY TESTING**

6.1 The Supplier shall, at its own cost, carry out relevant Security Tests from the Commencement Date and throughout the Term, which shall include:

6.1.1 a monthly vulnerability scan and assessment of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held;

6.1.2 an annual IT Health Check by an independent CHECK qualified company of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held and any additional IT Health Checks required by the Authority and/or any accreditor;

6.1.3 an assessment as soon as reasonably practicable following receipt by the Supplier of a critical vulnerability alert from a provider of any software or other component of the Supplier System and/or any other system under the control of the Supplier on which Information Assets and/or Authority Data are held; an

6.1.4 such other tests as are required:

6.1.4.1 by any Vulnerability Correction Plans;

6.1.4.2 by ISO/IEC 27001:2013 certification requirements or equivalent Approved;

6.1.4.3 after any significant architectural changes to the ICT Environment;

6.1.4.4 after a change to the ISMS (including security incident management processes and incident response plans) or the Security Plan; and

6.1.4.5 following a Breach of Security.

6.2 In relation to each IT Health Check, the Supplier shall:

6.2.1 agree with the Authority the aim and scope of the IT Health Check;

6.2.2 promptly, following receipt of each IT Health Check report, give the Authority a copy of the IT Health Check report;

6.2.3 if the IT Health Check report identifies any vulnerabilities:

6.2.3.1 prepare a Vulnerability Correction Plan for Approval which sets out in respect of each such vulnerability:

6.2.3.1.1 how the vulnerability will be remedied;

6.2.3.1.2 the date by which the vulnerability will be remedied;

6.2.3.1.3 the tests which the Supplier shall perform or procure to be performed (which may, at the Authority's discretion, include a further IT Health Check) to confirm that the vulnerability has been remedied;

6.2.3.2 comply with the Vulnerability Correction Plan; and

6.2.3.3 conduct such further Security Tests as are required by the Vulnerability Correction Plan.

6.3 Security Tests shall be designed and implemented by the Supplier so as to minimise any adverse effect on the Goods and the date, timing, content and conduct of Security Tests shall be agreed in advance with the Authority.

6.4 The Authority may send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Authority with the results of Security Tests (in a form to be

Approved) as soon as practicable and in any event within 5 Working Days after completion of each Security Test.

- 6.5 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority and/or its authorised representatives, including any accreditor, may at any time to carry out Security Tests (including penetration tests) as it may deem necessary as part of any accreditation process and/or to verify the Supplier's compliance with the ISMS and the Security Plan:
- 6.5.1 upon giving reasonable notice to the Supplier where reasonably practicable to do so; and
- 6.5.2 without giving notice to the Supplier where, in the Authority's view, the provision of such notice may undermine the Security Tests to be carried out
- and, where applicable, the Authority shall be granted access to the Supplier's premises for the purpose of undertaking the relevant Security Tests.
- 6.6 If the Authority carries out Security Tests in accordance with paragraphs 6.5.1 or 6.5.2, the Authority shall (unless there is any reason to withhold such information) notify the Supplier of the results of the Security Tests as soon as possible and in any event within 5 Working Days after completion of each Security Test.
- 6.7 If any Security Test carried out pursuant to paragraphs 6.1 or 6.4 reveals any:
- 6.7.1 vulnerabilities during any accreditation process, the Supplier shall track and resolve them effectively; and
- 6.7.2 actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Authority of any proposed changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or to the ISMS and/or to the Security Plan (and the implementation thereof) which the Supplier intends to make in order to correct such failure or weakness. Subject to Approval and paragraphs 4.3 and 4.4, the Supplier shall implement such changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or the ISMS and/or the Security Plan and repeat the relevant Security Tests in accordance with an Approved timetable or, otherwise, as soon as reasonably practicable.
- 6.8 If the Authority unreasonably withholds its approval to the implementation of any changes to the ICT Environment and/or to the ISMS and/or to the Security Plan proposed by the Supplier in accordance with paragraph 6.7, the Supplier is not in breach of the Contract to the extent that it can be shown that such breach:
- 6.8.1 has arisen as a direct result of the Authority unreasonably withholding Approval to the implementation of such proposed changes; and
- 6.8.2 would have been avoided had the Authority Approved the implementation of such proposed changes.

- 6.9 If a change to the ISMS or Security Plan is to address any non-compliance with ISO/IEC 27001:2013 requirements or equivalent, the Baseline Security Requirements or any obligations in the Contract, the Supplier shall implement such change at its own cost and expense.
- 6.10 If any repeat Security Test carried out pursuant to paragraph 6.7 reveals an actual or potential breach of security or weakness exploiting the same root cause failure, such circumstance shall constitute a material Default.
- 6.11 On each anniversary of the Commencement Date, the Supplier shall provide to the Authority a letter from the individual appointed or identified in accordance with paragraph 1.3 confirming that having made due and careful enquiry:
- 6.11.1 the Supplier has in the previous year carried out all Security Tests in accordance with this Schedule 6 and has complied with all procedures in relation to security matters required under the Contract; and
- 6.11.2 the Supplier is confident that its security and risk mitigation procedures in relation to Information Assets and Authority Data remain effective.

## **7. SECURITY AUDITS AND COMPLIANCE**

- 7.1 The Authority and its authorised representatives may carry out security audits as it reasonably considers necessary in order to ensure that the ISMS is compliant with the principles and practices of ISO 27001: 2013 or equivalent (unless otherwise Approved), the requirements of this Schedule 6 and the Baseline Security Requirements.
- 7.2 If ISO/IEC 27001: 2013 certification or equivalent is provided, the ISMS shall be audited independently in accordance with ISO/IEC 27001: 2013 or equivalent. The Authority and its authorised representatives shall, where applicable, be granted access to the Supplier Sites and Sub-contractor premises for this purpose.
- 7.3 If, on the basis of evidence resulting from such audits, it is the Authority's reasonable opinion that ISMS is not compliant with any applicable principles and practices of ISO/IEC 27001: 2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements is not being achieved by the Supplier, the Authority shall notify the Supplier of this and provide a reasonable period of time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) for the Supplier to implement any necessary remedy. If the Supplier does not ensure that the ISMS is compliant within this period of time, the Authority may obtain an independent audit of the ISMS to assess compliance (in whole or in part).
- 7.4 If, as a result of any such independent audit as described in paragraph 7.3 the Supplier is found to be non-compliant with any applicable principles and practices of ISO/IEC 27001:2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements the Supplier shall, at its own cost, undertake those actions that are required in order to ensure that the ISMS is compliant and shall reimburse the Authority in full in respect of the costs obtaining such an audit.

## **8. SECURITY RISKS AND BREACHES**

- 8.1 The Supplier shall use its reasonable endeavours to prevent any Breach of Security for any reason, including as a result of malicious, accidental or inadvertent behaviour.
- 8.2 If either Party becomes aware of a Breach of Security or an attempted Breach of Security it shall act in accordance with the agreed security incident management processes and incident response plans as set out in the ISMS.
- 8.3 Without prejudice to the security incident management processes and incident response plans set out in the ISMS and any requirements to report incidents in accordance with PSI 24/2014 if applicable, upon becoming aware of any Breach of Security or attempted Breach of Security, the Supplier shall:
- 8.3.1 immediately notify the Authority and take all reasonable steps (which shall include any action or changes reasonably required by the Authority) that are necessary to:
    - 8.3.1.1 minimise the extent of actual or potential harm caused by any Breach of Security;
    - 8.3.1.2 remedy any Breach of Security to the extent that is possible and protect the integrity of the ICT Environment (to the extent that this is within its control) and ISMS against any such Breach of Security or attempted Breach of Security;
    - 8.3.1.3 mitigate against a Breach of Security or attempted Breach of Security; and
    - 8.3.1.4 prevent a further Breach of Security or attempted Breach of Security in the future resulting from the same root cause failure;
  - 8.3.2 provide to the Authority and/or the Computer Emergency Response Team for UK Government (“**GovCertUK**”) or equivalent any data that is requested relating to the Breach of Security or attempted Breach of Security within 2 Working Days of such request; and
  - 8.3.3 as soon as reasonably practicable and, in any event, within 2 Working Days following the Breach of Security or attempted Breach of Security, provide to the Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis if required by the Authority
- and the Supplier recognises that the Authority may report significant actual or potential losses of Personal Data to the Information Commissioner or equivalent and to the Cabinet Office.
- 8.4 If any action is taken by the Supplier in response to a Breach of Security or attempted Breach of Security which occurred as a result of non-compliance of the ISMS with any ISO/IEC 27001: 2013 requirements or equivalent (as applicable), the Baseline Security Requirements and/or the requirements of this Schedule 6, any such action and change to the ISMS and/or Security Plan as a result shall be implemented at the Supplier's cost.

## IT Environment

- 8.5 The Supplier shall ensure that the Supplier System:
- 8.5.1 functions in accordance with Good Industry Practice for protecting external connections to the internet;
  - 8.5.2 functions in accordance with Good Industry Practice for protection from malicious code;
  - 8.5.3 provides controls to securely manage (store and propagate) all cryptographic keys to prevent malicious entities and services gaining access to them, in line with the Authority's Cryptographic Policy as made available to the Supplier from time to time;
  - 8.5.4 is patched (and all of its components are patched) in line with Good Industry Practice, any Authority patching policy currently in effect and notified to the Supplier and any Supplier patch policy that is agreed with the Authority; and
  - 8.5.5 uses the latest versions of anti-virus definitions, firmware and software available from industry accepted anti-virus software vendors.
- 8.6 Notwithstanding paragraph 8.5, if a Breach of Security is detected in the ICT Environment, the Parties shall co-operate to reduce the effect of the Breach of Security and, if the Breach of Security causes loss of operational efficiency or loss or corruption of Information Assets and/or Authority Data, assist each other to mitigate any losses and to recover and restore such Information Assets and Authority Data.
- 8.7 All costs arising out of the actions taken by the Parties in compliance with paragraphs 8.2, 8.3 and 8.6 shall be borne by:
- 8.7.1 the Supplier if the Breach of Security originates from the defeat of the Supplier's security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Supplier or its Sub-contractor; or
  - 8.7.2 the Authority if the Breach of Security originates from the defeat of the Authority's security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Authority
- and each Party shall bear its own costs in all other cases.

## 9. VULNERABILITIES AND CORRECTIVE ACTION

- 9.1 The Parties acknowledge that from time to time vulnerabilities in the ICT Environment and ISMS will be discovered which, unless mitigated, will present an unacceptable risk to Information Assets and/or Authority Data.
- 9.2 The severity of any vulnerabilities shall be categorised by the Supplier as '*Critical*', '*Important*' and '*Other*' according to the agreed method in the ISMS and using any appropriate vulnerability scoring systems.

- 9.3 The Supplier shall procure the application of security patches to vulnerabilities categorised as '*Critical*' within 7 days of public release, vulnerabilities categorised as '*Important*' within 30 days of public release and vulnerabilities categorised as '*Other*' within 60 days of public release, except where:
- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of the Goods being supplied, including where it resides in a software component which is not being used, provided that, where those vulnerabilities become exploitable, they are remedied by the Supplier within the timescales in paragraph 9.3;
  - 9.3.2 the application of a security patch in respect of a vulnerability categorised as '*Critical*' or '*Important*' adversely affects the Supplier's ability to deliver the Goods, in which case the Supplier shall be granted an extension to the timescales in paragraph 9.3 of 5 days, provided that the Supplier continues to follow any security patch test plan agreed with the Authority; or
  - 9.3.3 the Authority agrees a different timescale after consultation with the Supplier in accordance with the processes defined in the ISMS.
- 9.4 The ISMS and the Security Plan shall include provision for the Supplier to upgrade software throughout the Term within 6 months of the release of the latest version unless:
- 9.4.1 upgrading such software reduces the level of mitigation for known threats, vulnerabilities or exploitation techniques, provided always that such software is upgraded by the Supplier within 12 months of release of the latest version; or
  - 9.4.2 otherwise agreed with the Authority in writing.
- 9.5 The Supplier shall:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information provided by GovCertUK, or any other competent Central Government Body;
  - 9.5.2 ensure that the ICT Environment (to the extent that this is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
  - 9.5.3 ensure that it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment (to the extent that this is within the control of the Supplier) by actively monitoring the threat landscape during the Term;
  - 9.5.4 pro-actively scan the ICT Environment (to the extent that this is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS;
  - 9.5.5 from the Commencement Date and within 5 Working Days of the end of each subsequent month during the Term provide a report to the Authority detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that this

is within the control of the Supplier) and any elapsed time between the public release date of patches and either the time of application or, for outstanding vulnerabilities, the time of issue of such report;

9.5.6 propose interim mitigation measures in respect of any vulnerabilities in the ICT Environment (to the extent this is within the control of the Supplier) known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are no longer needed for the provision of the Goods (in order to reduce the attack surface of the ICT Environment to the extent this is within the control of the Supplier); and

9.5.8 inform the Authority when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the IT Environment (to the extent this is within the control of the Supplier) and provide initial indications of possible mitigations

9.6 If the Supplier is unlikely to be able to mitigate any vulnerability within the timescales in paragraph 9.3, the Supplier shall notify the Authority immediately.

9.7 Any failure by the Supplier to comply with paragraph 9.3 shall constitute a material Default.

## 10. SUB-CONTRACTS

10.1 The Supplier shall ensure that all Sub-Contracts with Sub-Contractors who have access to Information Assets and/or Authority Data contain equivalent provisions in relation to information assurance and security that are no less onerous than those imposed on the Supplier under the Contract.

## ANNEX 1 – BASELINE SECURITY REQUIREMENTS

### 1 Security Classifications and Controls

1.1 The Supplier shall, unless otherwise Approved in accordance with paragraph 6.2 of this Annexe 1, only have access to and handle Information Assets and Authority Data that are classified under the Government Security Classifications Scheme as OFFICIAL.

1.2 There may be a specific requirement for the Supplier in some instances on a limited 'need to know basis' to have access to and handle Information Assets and Authority Data that are classified as 'OFFICIAL-SENSITIVE.'

1.3 The Supplier shall apply the minimum security controls required for OFFICIAL information and OFFICIAL-SENSITIVE information as described in Cabinet Office guidance, currently at:

**[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/251480/Government-Security-Classifications-April-2014.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf)**

1.4 The Supplier shall be able to demonstrate to the Authority and any accreditor that it has taken into account the "Technical Controls Summary" for OFFICIAL (in the above guidance) in designing and implementing the security controls in the Supplier System, which shall be subject to assurance and accreditation to Government standards.

- 1.5 Additional controls may be required by the Authority and any accreditor where there are aspects of data aggregation.

## 2 End User Devices

- 2.1 Authority Data shall, wherever possible, be held and accessed on paper or in the ICT Environment on secure premises and not on removable media (including laptops, removable discs, CD-ROMs, USB memory sticks, PDAs and media card formats) without Approval. If Approval is sought to hold and access data by other means, the Supplier shall consider the second-best option and third best option below and record the reasons why a particular approach should be adopted when seeking Approval:
- 2.1.1 second best option means: secure remote access so that data can be viewed or amended over the internet without being permanently stored on the remote device, using products meeting the FIPS 140-2 standard or equivalent, unless Approved;
- 2.1.2 third best option means: secure transfer of Authority Data to a remote device at a secure site on which it will be permanently stored, in which case the Authority Data and any links to it shall be protected at least to the FIPS 140-2 standard or equivalent, unless otherwise Approved, and noting that protectively marked Authority Data must not be stored on privately owned devices unless they are protected in this way.
- 2.2 The right to transfer Authority Data to a remote device should be carefully considered and strictly limited to ensure that it is only provided where absolutely necessary and shall be subject to monitoring by the Supplier and Authority.
- 2.3 Unless otherwise Approved, when Authority Data resides on a mobile, removable or physically uncontrolled device, it shall be:
- 2.3.1 the minimum amount that is necessary to achieve the intended purpose and should be anonymised if possible;
- 2.3.2 stored in an encrypted form meeting the FIPS 140-2 standard or equivalent and using a product or system component which has been formally assured through a recognised certification process of CESG to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme (“CPA”) or equivalent, unless otherwise Approved;
- 2.3.3 protected by an authentication mechanism, such as a password; and
- 2.3.4 have up to date software patches, anti-virus software and other applicable security controls to meet the requirements of this Schedule 6.
- 2.4 Devices used to access or manage Authority Data shall be under the management authority of the Supplier and have a minimum set of security policy configurations enforced. Unless otherwise Approved, all Supplier devices shall satisfy the security requirements set out in the CESG End User Devices Platform Security Guidance (“CESG Guidance”) (<https://www.gov.uk/government/collections/end-user-devices-security-guidance--2>) or equivalent.

2.5 Where the CESG Guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. If the Supplier wishes to deviate from the CESG Guidance, this should be agreed in writing with the Authority on a case by case basis.

### **3 Data Storage, Processing, Management, Transfer and Destruction**

3.1 The Parties recognise the need for Authority Data to be safeguarded and for compliance with the Data Protection Legislation. To that end, the Supplier shall inform the Authority the location within the United Kingdom where Authority Data is stored, processed and managed. The import and export of Authority Data from the Supplier System must be strictly controlled and recorded.

3.2 The Supplier shall inform the Authority of any changes to the location within the United Kingdom where Authority Data is stored, processed and managed and shall not transmit, store, process or manage Authority Data outside of the United Kingdom without Approval which shall not be unreasonably withheld or delayed provided that the transmission, storage, processing and management of Authority Data offshore is within:

3.2.1 the European Economic Area (“**EEA**”); or

3.2.2 another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the European Commission.

3.3 The Supplier System shall support the requirement of the Authority to comply with Government policy and Cabinet Office guidance on Offshoring, currently set out at:

<https://ogsirooffshoring.zendesk.com/hc/en-us/articles/203107991-HMG-sOffshoring-Policy>

by assessing, as required, any additional security risks associated with the storage, processing and/or transmission of any data and/or information offshore, including by an offshore Supplier (which may include the use of ‘landed resources’), taking account of European Union requirements to confirm the ‘adequacy’ of protection of Personal Data in the countries where storage, processing and/or transmission occurs. No element of the Supplier System may be off-shored without Approval.

3.4 The Supplier shall ensure that the Supplier System provides internal processing controls between security domains to prevent the unauthorised high domain exporting of Authority Data to the low domain if there is a requirement to pass data between different security domains.

3.5 The Supplier shall ensure that any electronic transfer of Authority Data:

3.5.1 protects the confidentiality of the Authority during transfer through encryption suitable for the impact level of the data;

3.5.2 maintains the integrity of the Authority Data during both transfer and loading into the receiving system through suitable technical controls for the impact level of the data; and

3.5.3 prevents the repudiation of receipt through accounting and auditing.

3.6 The Supplier shall:

3.6.1 protect Authority Data, including sensitive Personal Data, whose release or loss could cause harm or distress to individuals and ensure that this is handled as if it were confidential while it is stored and/or processed;

3.6.2 ensure that any OFFICIAL-SENSITIVE information, including sensitive Personal Data is encrypted in transit and when at rest when stored away from the Supplier's controlled environment;

3.6.3 on demand, provide the Authority with all Authority Data in an agreed open format;

3.6.4 have documented processes to guarantee availability of Authority Data if it ceases to trade;

3.6.5 securely destroy all media that has held Authority Data at the end of life of that media in accordance with any requirements in the Contract and, in the absence of any such requirements, in accordance with Good Industry Practice;

3.6.6 securely erase any or all Authority Data held by the Supplier when requested to do so by the Authority;

3.6.7 ensure that all material used for storage of Confidential Information is subject to controlled disposal and the Supplier shall:

3.6.7.1 destroy paper records containing protected Personal Data by incineration, pulping or shredding so that reconstruction is unlikely; and

3.6.7.2 dispose of electronic media that has been used for the processing or storage of protected Personal Data through secure destruction, overwriting, erasure or degaussing for re-use.

#### 4 Networking

4.1 Any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of Public Sector Network ("PSN") compliant encrypted networking services or equivalent unless none are available in which case the Supplier shall agree the solution with the Authority.

4.2 The Authority requires that the configuration and use of all networking equipment in relation to the supply of the Goods, including equipment that is located in secure physical locations, is at least compliant with Good Industry Practice.

- 4.3 The Supplier shall ensure that the ICT Environment (to the extent this is within the control of the Supplier) contains controls to maintain separation between the PSN and internet connections if used.

## 5 Security Architectures

- 5.1 When designing and configuring the ICT Environment (to the extent that this is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or those with a CESG Certified Professional certification (<http://www.cesg.gov.uk/awarenesstraining/IA-certification/Pages/index.aspx>) or equivalent for all bespoke or complex components.
- 5.2 The Supplier shall provide to the Authority and any accreditor sufficient design documentation detailing the security architecture of the ICT Environment and data transfer mechanism to support the Authority's and any accreditor's assurance that this is appropriate, secure and compliant with the Authority's requirements.
- 5.3 The Supplier shall apply the '*principle of least privilege*' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of the ICT Environment used for the storage, processing and management of Authority Data. Users should only be granted the minimum necessary permissions to access Information Assets and Authority Data and must be automatically logged out of the Supplier System if an account or session is inactive for more than 15 minutes.

## 6 Digital Continuity

The Supplier shall ensure that each Information Asset is held in an appropriate format that is capable of being updated from time to time to enable the Information Asset to be retrieved, accessed, used and transferred to the Authority, including in accordance with any information handling procedures set out in PSI 24/2014 (Information Assurance) if applicable.

## 7 Personnel Vetting and Security

- 7.1 All Staff shall be subject to pre-employment checks that include, as a minimum, their employment history for at least the last 3 years, identity, unspent criminal convictions and right to work (including nationality and immigration status) and shall be vetted in accordance with:
- 7.1.1 the BPSS or BS7858 or equivalent; and
- 7.1.2 PSI 07/2014, if applicable, based on their level of access to Information Assets and/or Authority Data.
- 7.2 If the Authority agrees that it is necessary for any Staff to have logical or physical access to Information Assets and/or Authority Data classified at a higher level than OFFICIAL (such as that requiring 'SC' clearance), the Supplier shall obtain the specific government clearances that are required for access to such Information Assets and/or Authority Data.

- 7.3 The Supplier shall prevent Staff who are unable to obtain the required security clearances from accessing Information Assets and/or Authority Data and/or the ICT Environment used to store, process and/or manage such Information Assets or Authority Data.
- 7.4 The Supplier shall procure that all Staff comply with the Security Policy Framework and principles, obligations and policy priorities stated therein, including requirements to manage and report all security risks in relation to the supply of the Goods.
- 7.5 The Supplier shall ensure that Staff who can access Information Assets and/or Authority Data and/or the ICT Environment are aware of their responsibilities when handling such information and data and undergo regular training on secure information management principles. Unless otherwise Approved, this training must be undertaken annually.
- 7.6 If the Supplier grants Staff access to Information Assets and/or Authority Data, those individuals shall be granted only such levels of access and permissions that are necessary for them to carry out their duties. Once Staff no longer require such levels of access or permissions or leave the organisation, their access rights shall be changed or revoked (as applicable) within one Working Day.

## **8 Identity, Authentication and Access Control**

- 8.1 The Supplier shall operate a robust role-based access control regime, including network controls, to ensure all users and administrators of and those maintaining the ICT Environment are uniquely identified and authenticated when accessing or administering the ICT Environment to prevent unauthorised users from gaining access to Information Assets and/or Authority Data. Applying the '*principle of least privilege*', users and administrators and those responsible for maintenance shall be allowed access only to those parts of the ICT Environment they require. The Supplier shall retain an audit record of accesses and users and disclose this to the Authority upon request.
- 8.2 The Supplier shall ensure that Staff who use the Authority System actively confirm annually their acceptance of the Authority's acceptable use policy.

## **9 Physical Media**

- 9.1 The Supplier shall ensure that:
- 9.1.1 all OFFICIAL information is afforded physical protection from internal, external and environmental threats commensurate with the value to the Authority of that information;
  - 9.1.2 all physical components of the Supplier System are kept in secure accommodation which conforms to the Security Policy Framework and CESG standards and guidance or equivalent;
  - 9.1.3 all physical media holding OFFICIAL information is handled in accordance with the Security Policy Framework and CESG standards and guidance or equivalent; and
  - 9.1.4 all Information Assets and Authority Data held on paper are:

9.1.4.1 kept secure at all times, locked away when not in use on the premises on which they are held and secured and are segregated if the Supplier is co-locating with the Authority; and

9.1.4.2 only transferred by an approved secure form of transfer with confirmation of receipt obtained.

## **10 Audit and Monitoring**

- 10.1 The Supplier shall implement effective monitoring of its information assurance and security obligations in accordance with Government standards and where appropriate, in accordance with CESG Good Practice Guide 13 – Protective Monitoring or equivalent.
- 10.2 The Supplier shall collect audit records which relate to security events in the ICT Environment (where this is within the control of the Supplier), including those that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness, such Supplier audit records shall include:
- 10.2.1 logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent it is within the control of the Supplier). To the extent the design of the ICT Environment allows, such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers;
- 10.2.2 regular reports and alerts giving details of access by users of the ICT Environment (to the extent that it is within the control of the Supplier) to enable the identification of changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data; and
- 10.2.3 security events generated in the ICT Environment (to the extent it is within the control of the Supplier) including account logon and logoff events, start and end of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 10.3 The Parties shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 10.4 The Supplier shall retain audit records collected in compliance with paragraph 10.1 for at least 6 months.

## SCHEDULE 9 - PRISONS

### ACCESS TO PRISONS

- 1 If Staff are required to have a pass for admission to an Authority Premises which is a prison, (a “**Prison**”) the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Any member of the Staff who cannot produce a proper pass when required to do so by any member of the Authority’s personnel, or who contravenes any conditions on the basis of which a pass was issued, may be refused admission to a Prison or be required to leave a Prison if already there.
- 2 Staff shall promptly return any pass if at any time the Authority so requires or if the person to whom the pass was issued ceases to be involved in the supply of the Goods. The Supplier shall promptly return all passes on expiry or termination of the Contract.
- 3 Staff attending a Prison may be subject to search at any time. Strip searches shall be carried out only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel. The Supplier is referred to Rule 71 of Part IV of the Prison Rules 1999 as amended by the Prison (Amendment) Rules 2005 and Rule 75 of Part IV of the Young Offender Institution Rules 2000 as amended by the Young Offender Institution (Amendment) Rules 2005.
- 4 Searches shall be conducted only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel and/or visitors. The Supplier is referred to Section 8 of the Prison Act 1952, Rule 64 of the Prison Rules 1999 and PSI 67/2011.

### SECURITY

- 5 Whilst at Prisons Staff shall comply with all security measures implemented by the Authority in respect of staff and other persons attending Prisons. The Authority shall provide copies of its written security procedures to Staff on request. The Supplier and all Staff are prohibited from taking any photographs at Prisons unless they have Approval and the Authority’s representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without Approval.
- 6 The Authority may search vehicles used by the Supplier or Staff at Prisons.
- 7 The Supplier and Staff shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible for security matters on the Authority’s behalf, and when required by the Authority shall:
  - 7.1 take all reasonable measures to make available for interview by the Authority any members of Staff identified by the Authority, or by a person who is responsible for security matters, for the purposes of the investigation. Staff

may be accompanied by and be advised or represented by another person whose attendance at the interview is acceptable to the Authority; and

- 7.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind and in whatever form which may be reasonably required by the Authority, or by a person who is responsible for security matters on the Authority's behalf, for the purposes of investigation as long as the provision of that material does not prevent the Supplier from supplying the Goods. The Authority may retain any such material for use in connection with the investigation and, as far as possible, may provide the Supplier with a copy of any material retained.

## **OFFENCES AND AUTHORISATION**

- 8 In supplying the Goods the Supplier shall comply with PSI 10/2012 (Conveyance and Possession of Prohibited Items and Other Related Offences) and other applicable provisions relating to security as published by the Authority from time to time.
- 9 Nothing in the Contract is deemed to provide any "authorisation" to the Supplier in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.

**IN WITNESS** of which the Contract is duly executed by the Parties on the date which appears at the head of page 1.

**SIGNED** for and on behalf of the  
Secretary of State for Justice

Signature:

Name (block capitals):

Position:

Date:

**SIGNED** for and on behalf of AluK (GB)  
Ltd

Signature:

Name (block capitals):

Position:

Date: