

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: TIS0653

THE BUYER:



BUYER ADDRESS

The Insolvency Service,
3rd Floor, Cannon House,
18 Priory Queensway, Birmingham B4 6BS

THE SUPPLIER:

CitySprint

SUPPLIER ADDRESS:

The Commercial Centre,
Unit 2, Days Road George Jones Rd,
Bristol, BS2 0QS

REGISTRATION NUMBER: 04327611

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14/08/2023
It's issued under the Framework Contract with the reference number **RM6171** for the
provision of **Courier and Specialist Movements**.

CALL-OFF LOT(S):

Lot 1: Collection and Delivery

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CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6171
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6171
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Continuous Improvement)
 - Joint Schedule 14 (Benchmarking)
 - Call-Off Schedules for
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6171

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS:

CALL-OFF START DATE: 01/10/2023

CALL-OFF EXPIRY DATE: 30/09/2025

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CALL-OFF INITIAL PERIOD: 2 years

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms

[REDACTED]

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

REIMBURSABLE EXPENSES

Not permitted

PAYMENT METHOD

In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Sustainability: Our Environmental Policy available online at:

The Insolvency Service Sustainability Strategy 2022 to 2025 - GOV.UK (www.gov.uk)

BUYER'S SECURITY POLICY

Schedule 7 - short form security requirements and The Security Policy Framework
<https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

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[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS MEETING FREQUENCY

Quarterly for first 12 months to be reviewed annually

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

CitySprint are part of the DPD Group. DPD are one of Europe's leading parcel groups and are wholly owned by France's La Poste. La Poste uses GeoPost for its international deliveries, and DPDgroup is the name for the parcel delivery arm of GeoPost.

COMMERCIALLY SENSITIVE INFORMATION

CitySprint pricing information

SERVICE CREDITS

As per call Off Schedule 20 (call off specification section 14)

ADDITIONAL INSURANCES

[REDACTED]

GUARANTEE

Where the Customer has stipulated in the Call Off Order Form that this Call Off Contract shall be conditional upon receipt of a Call Off Guarantee, then, on or prior to the Call Off Commencement Date or on any other date specified by the Customer, the Supplier shall deliver to the Customer:

- o an executed Call Off Guarantee from a Call Off Guarantor; and
- o a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

O The Customer may in its sole discretion at any time agree to waive compliance with the requirement in Clause 4.1 by giving the Supplier notice in writing.

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:			
Date:		Date:	



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1. PURPOSE

- 1.1 The Insolvency Service (INSS) have identified a need for a contract for a courier service to deliver next day, same day & international collections and deliveries. The existing contract is due to expire at the end of September 2023, therefore there is a requirement for a potential provider to carry out this service for the whole INSS group Fincluding Arm's Length Bodies (ALB's).

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 INSS is an executive agency of the Department for Business, Energy and Industrial Strategy (BEIS) with headquarters in London. It has around 1,700 staff, operating from 22 locations across Great Britain.
- 2.2 INSS administers compulsory company liquidations and personal bankruptcies and deals with misconduct through investigation of companies and enforcement. It also makes redundancy payments in cases where a company is insolvent.

3. DEFINITIONS

Expression or Acronym	Definition
INSS	means Insolvency Service
KPI	means Key Performance Indicator
MI	means Management Information
POD	means Proof of Delivery
SLA	means Service Level Agreement
UK	United Kingdom - Nationwide (Scotland, England, Wales and Northern Ireland, including the Crown dependencies of Channel Island and Isle of Man

4. THE REQUIREMENT

- 4.1 There is a requirement for a courier service to cover the whole of the INSS Estate based in the UK (England, Scotland and Wales).
- 4.2 The INSS main offices are listed at Section 17.
- 4.3 The requirement is for a next day, same day and International provision for all sizes and weights of documents and parcels. This will be required to meet the demand of the various departments which form part of INSS.
- 4.4 Next Day Service**
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- 4.4.1 A next day service is required to collect all sizes and weights of documents and parcels from any site within the UK and deliver to a specified location anywhere in the UK.
- 4.4.2 The service is required to be available five (5) days a week.
- 4.4.3 The majority of the service will be required Monday to Friday between the hours of 07:00 and 17:00.
- 4.4.4 There may be an extremely rare occasion where the service may be required on a weekend or bank holiday.
- 4.4.5 The following services are required:
- 4.4.5.1 Next day delivery before 09:00
 - 4.4.5.2 Next day delivery before 10:00
 - 4.4.5.3 Next day delivery before 12:00
 - 4.4.5.4 Next day delivery before 17:00
- 4.4.6 Please also detail in the proposal what services are available outside of business hours including but not limited to the following - helpdesk availability, booking system, contact details and escalation points.

4.5 Same Day Service

- 4.5.1 A same day service is required to collect all sizes and weights of documents and parcels from any site within the UK and deliver to a specified location anywhere in the UK including Embassies and airports.
- 4.5.2 The service is required to be available five (5) days a week.
- 4.5.3 The majority of the service will be required Monday to Friday between the hours of 07:00 and 17:00.
- 4.5.3.1 As most of these collections/deliveries are for urgent documents and parcels which require a dedicated same day service. They could be requested at any time between the times stated above. The collection will be required to be made within a specified timescale. I.e. 30 minutes, 1 hour, 2 hours etc. This will be stated at the time of booking.
 - 4.5.3.2 The potential provider must always provide the most economically advantageous vehicle and use the shortest route unless specified by the requestor.
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4.5.3.3 The potential provider must be able to provide a variety of vehicle types and sizes suitable for the collections/deliveries of various consignment types for delivery to locations within the UK when requested.

4.5.3.4 The same day service will also be required for but not limited to collection and deliveries of documents and parcels to INSS Offices or Courts and other ad hoc services such as urgent legal documents.

(a) There is a potential for all collections/deliveries at destinations could involve some additional waiting time.

4.6 International

4.6.1 An international service is required to collect all sizes and weights of documents and parcels from any location within the UK and deliver to a specified location within the EU, non EU and the rest of the world.

4.6.2 There is also a requirement for documents and parcels to be collected from within the EU, Non EU and the rest of the world and deliver to locations within the UK, pricing MUST be provided to reflect costs both ways.

4.6.3 For the International service the countries have been placed in the zones that were submitted for the framework tender. These zones must be used for the pricing of the International Basket in Appendix E – Pricing Matrix.

4.6.4 The following international services are required:

4.6.4.1 Priority Delivery:

(a) Delivery 1-3 days after collection for European delivery locations.

(b) Delivery 1-4 days after collection for NON European delivery locations.

4.6.4.2 Standard Delivery

(a) Delivery 2-4 days after collection for European delivery locations.

(b) Delivery 3-7 days after collection for NON European delivery locations.

4.6.4.3 Economy Delivery



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- (a) Delivery 3 - 7 days after collection for European delivery locations.
 - (b) Delivery 7 - 10 days after collection for NON European delivery locations.

4.7 Specific requirements are detailed below for all three (3) services listed above:

- 4.7.1 The documents and parcels for all the above services will be between the following weights:
 - 4.7.1.1 Parcels – 0-50kg
 - 4.7.1.2 Pallets – 50-1000kg
 - 4.7.2 All consignments require a signed Proof of Delivery (POD) at both collection and delivery points.
 - 4.7.3 The supplier shall hold insurance to cover any loss, theft or damage to consignments in line with the Framework Terms and Conditions.
 - 4.7.4 INSS require access to a helpdesk Monday to Friday between the hours of 08:00 and 17:00.
 - 4.7.5 There is a requirement for customers to be able to contact the helpdesk via phone and email as a minimum. If any other communication methods are available for example live chat, please can this be specified in the service proposal.
 - 4.7.6 All emails must be responded to within 24 hours.
 - 4.7.7 Outside of the hours stated above, INSS will need a point of contact available to assist with any issues that arise with arranging and completing courier consignments.
 - 4.7.8 A fully auditable digital booking system is required as detailed below:
 - 4.7.8.1 INSS require a digital/online solution to be provided to be in line with the Government digital strategy.
 - 4.7.8.2 A fully auditable end to end track and trace solution is required and to be available 24/7. This is required to enable full visibility of the consignment from requesting/booking the request to tracking the consignment to the delivery location.
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- 4.7.8.3 If an online system is proposed we reserve the right to conduct a proof of concept.
 - 4.7.9 Potential providers must submit a proposal which defines how the service will be delivered to meet the requirements outlined in this document. This MUST include the following details as a minimum:
 - 4.7.9.1 How customers will make and track bookings
 - 4.7.9.2 If an online booking system is to be used, the account setup process including timescales must be defined.
 - 4.7.9.3 Provide a nominated account manager including a deputy in the account manager’s absence.
 - 4.7.9.4 Provide a detailed process for complaints and escalations including named contact details (name, contact number and email address) and turnaround times.
 - 4.7.10
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5. Key Milestones

5.1 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Final agreement of Business Continuity Plans	Within one (1) month of contract award
2	Issue of Communication to INSS Departments	One (1) month before Contract start date
3	Agreement of reports required and how they are formatted.	Within one (1) month of contract award
4	Agreement of frequency of contract review meetings.	Within one (1) month of contract award
5	If required provide training on online systems for all INSS locations at no extra cost.	Within two (2) months of contract award
6	If required provide ad hoc training	Ongoing on an ad hoc basis



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	throughout the contract for new starters and change in personnel.	throughout the life of the contract
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6. CONTRACT AND SERVICE MANAGEMENT

- 6.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 6.2 Potential Provider's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract. The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.
- 6.3 Potential Provider's should provide a nominated account manager including a deputy in the account manager's absence.
- 6.4 Potential Provider's should provide a detailed process for complaints and escalations including named contact details (name, contact number & email address) and turnaround times.
- 6.5 The proposals will need to be agreed prior to contract mobilisation but the minimum requirements expected are detailed below:
- 6.6 All complaints to be acknowledged within 24 hours of receipt.
- 6.7 All complaints are to be investigated and resolved within ten (10) working days.
- 6.8 Potential Provider's shall attend quarterly monthly contract review meetings with the contract manager to review the performance of the service provided and discuss any improvements. Quarterly performance review meetings will also be required with the INSS key stakeholders.
- 6.9 Potential providers must provide a Business Continuity Plan for this contract including how the service will be delivered in case of but not limited to inclement and adverse weather conditions, traffic issues, staff shortages.
- 6.10 Mediation will be as per the call off terms and conditions.
- 6.11 Potential providers must provide insurance certificates on an annual basis.

7. REPORTING

- 7.1 A monthly MI report is required to be submitted within 5 working days of month end.
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7.2 The report is to be accurate and in the agreed format (this will be agreed with the potential provider within one (1) month of contract award). It must contain all requirements completed within the month including:

- 7.2.1 Collection and delivery locations (including directorate code);
- 7.2.2 Times of collection and delivery;
- 7.2.3 Package description;
- 7.2.4 Weights of parcels;
- 7.2.5 Cost;
- 7.2.6 Additional costs for waiting times;
- 7.2.7 Details of any missed SLA's.

8. VOLUMES

- 8.1 For indicative purposes, the number of combined completed courier consignments for the three (3) services (Next Day, Same Day & International) is approximately 6400 per annum for the INSS group.
- 8.2 INSS have approximately 6400 completed courier assignments per annum including approximately 30 same day deliveries and 20 International deliveries.
- 8.3 There will be no minimum or maximum amounts guaranteed by the customer. The demand could fluctuate due to business needs.

9. CONTRACT DURATION

- 9.1 The contract will be for a two year period with the option to extend by two annual increments (2+1+1).

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

- 11.1 The Authority's main sustainability priority is to reduce the impact of its work on the environment and, specifically, to reduce its carbon dioxide emissions.
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- 11.2 The Potential Provider shall have a sustainability policy that highlights what actions it takes, on an on-going basis, to minimise the environmental impact of its operations and its commitment to meeting the Government sustainability targets <https://www.gov.uk/government/publications/the-insolvency-service-sustainability-strategy-2022-to-2025>

12. PRICE

- 12.5 Any and all additional costs to be levied as part of the contract should be provided within the price breakdown that will govern any resultant contract. Any prices not listed will be deemed to be provided gratis as part of any resultant service.

- 12.6 Prices are to be submitted via the Appendix E excluding VAT.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 13.2 Potential Provider's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.
- 13.3 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

14. SERVICE LEVELS AND PERFORMANCE

- 14.1 The Authority will measure the quality of the Supplier's delivery by the following:

14.1.1

KPI/SLA	Service Area	KPI/SLA description	Target	Service Credit for Each Service Period of 1 month
1	Collection & Delivery timescales	All Collections and deliveries for next day, same day and international	99%	Full credit note due for full cost of



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		are to be made on time as per the scheduled booking.		delivery collection if missed.
2	Complaints & Escalations	All complaints are to be actioned within a pre-agreed process and timescale. As per the agreed complaints procedure	98%	No service credit required. This is for monitoring and reporting purposes
3	Loss of documents & parcels	Accuracy of Delivery – including loss or damage to the recipient.	100%	£250 Service Credit gained for each partial or full percentage under the specified Service Level Performance Measure. Compensation will also be payable to include – any losses incurred.
4	General Issues	The helpdesk is to be available Monday to Friday between the hours of 08:00 and 17:00 and must deal with all issues raised within the agreed timescales.	98%	No service credit required. This is for monitoring and reporting purposes.
5	Management Information (MI)	Compliant MI should be accurate and submitted in the agreed format within 5 working days of month end.	100%	£50 Service Credit gained for each partial or full percentage of inaccuracy under the

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				specified Service Level Performance Measure.
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14.2 The Authority agrees to work with the Potential Provider to resolve service failure issues. However, it will remain the Potential Provider's sole responsibility to resolve any such service failures.

14.3 Service Credits will be paid in line with the monthly invoicing schedule.

15. SECURITY REQUIREMENTS

15.1 All personnel including Sub-Contractors are to adhere to the security policy as outlined in Schedule 7 of Appendix C including, The Security Policy Framework <https://www.gov.uk/government/publications/security-policy-framework>

15.2 Please refer to the specific details in the Appendix C - Terms and Conditions and The Security Policy Framework <https://www.gov.uk/government/publications/security-policy-framework>.

16. PAYMENT

16.1 The Potential Provider shall invoice the Authority on a monthly basis.

16.2 The Potential Provider shall invoice the Authority electronically by e-invoicing via email, details below:

16.3 payments@insolvency.gov.uk

16.4 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

16.5 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs with any **cost centre/directorate code**.

16.6 Prices must be inclusive of expenses and exclusive of VAT.

17. LOCATION



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Core Terms RM6171
Project Version V1.0

Version: 3.0.11



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Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery

safely and undamaged.

- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;

- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
- (a) during the Contract Period;
 - (b) for 7 years after the End Date; and
 - (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3 The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4 During an Audit, the Supplier must:
- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Relevant Authority and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.

- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
- (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform each Contract;
 - (b) each Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse

- effect on its ability to perform each Contract;
 - (g) it is not impacted by an Insolvency Event; and
 - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

- 10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.
- 10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

- 10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.
- 10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:
- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
 - (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
- 10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

- 10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
- (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is under Clause 10.2.
- 10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

- 11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 11.3 No Party is liable to the other for:
- (a) any indirect Losses; or
 - (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- (a) Deductions; and
- (b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

- 15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or
- (c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

24. Changing the contract

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

- 27.1 The Supplier must not during any Contract Period:
- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
 - (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant

Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- (a) Law;
 - (b) Clause 12.1; or
 - (c) Clauses 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

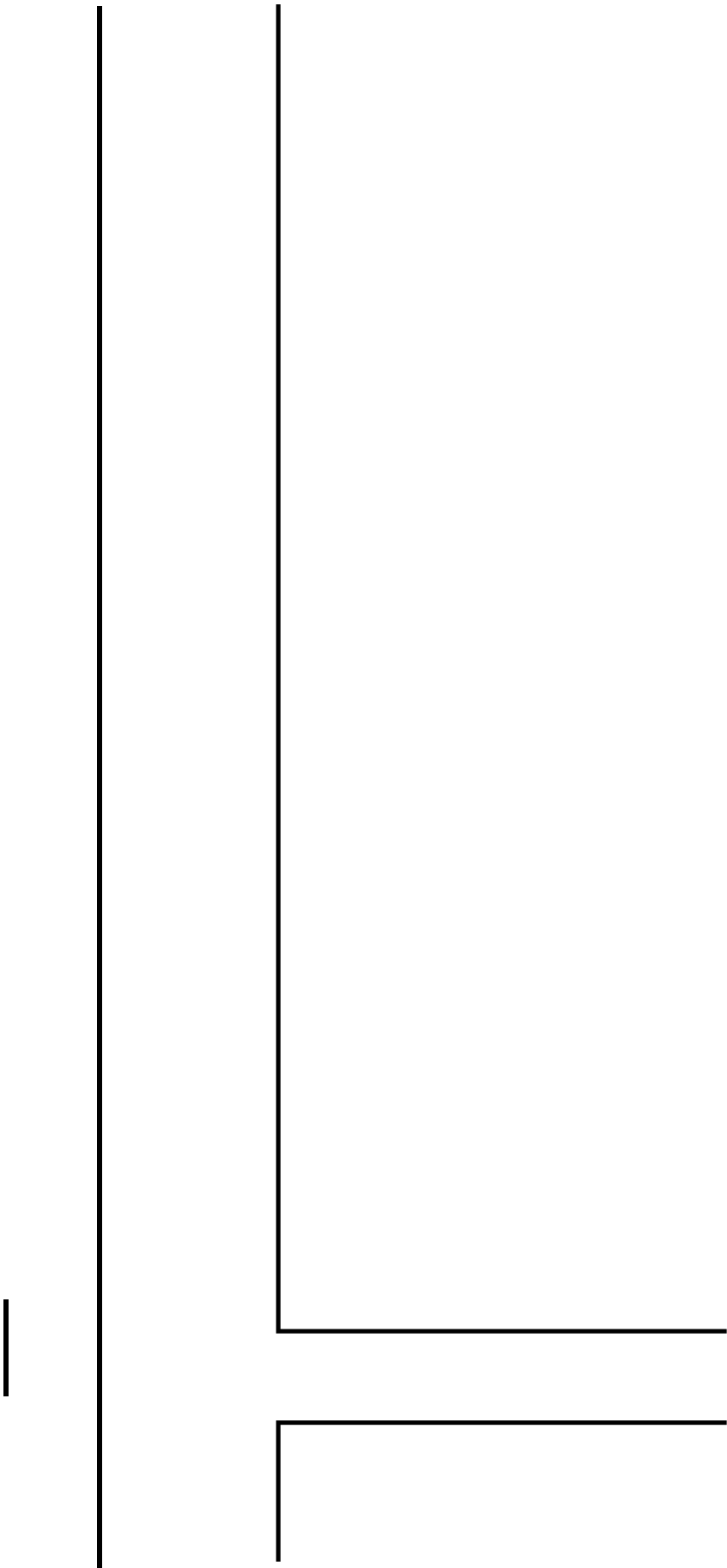
- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

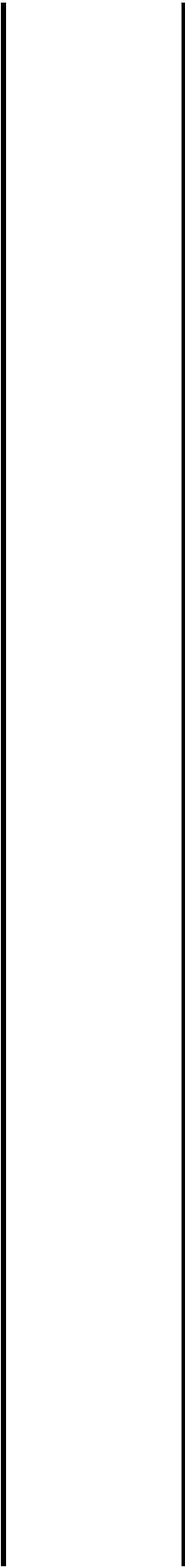
35. Which law applies

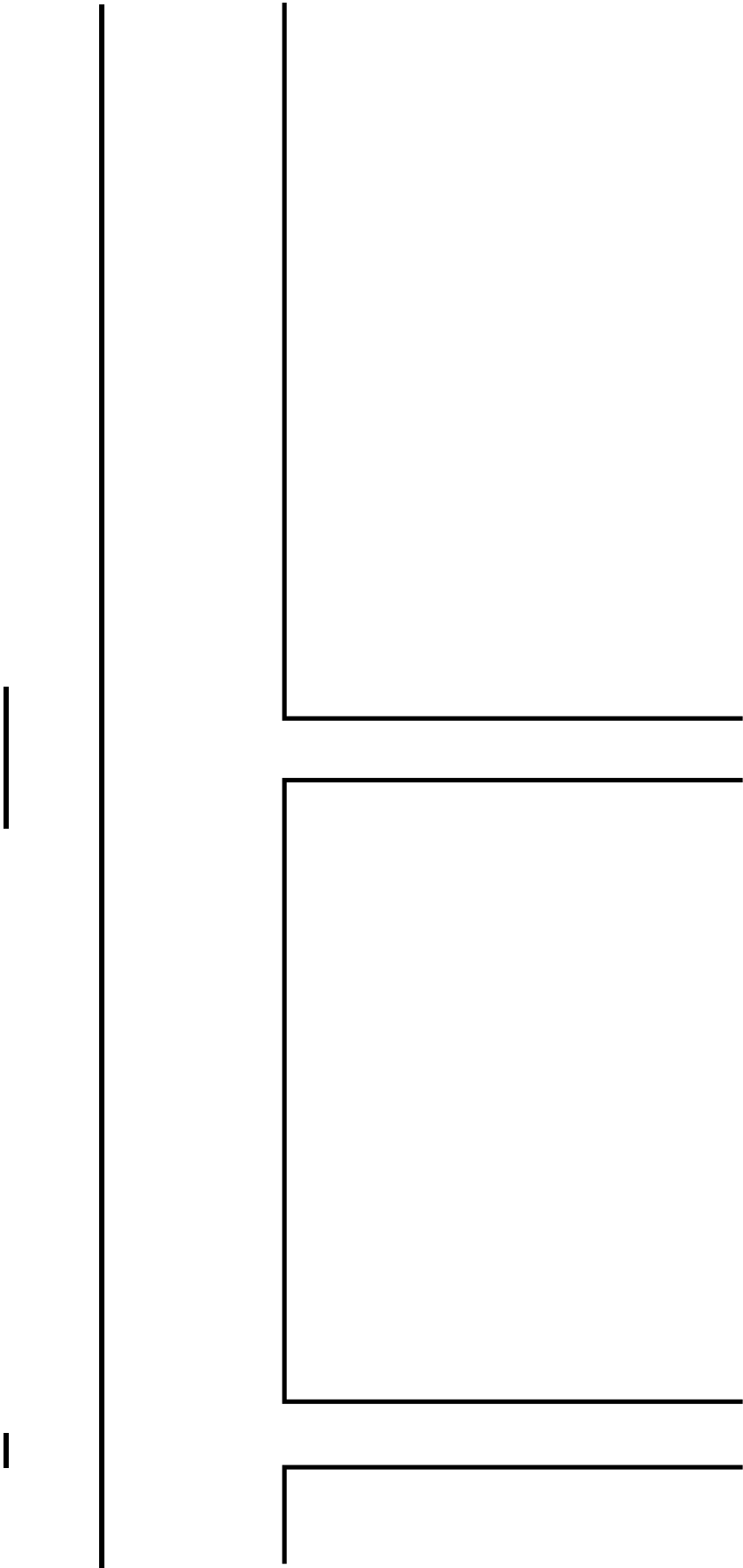
This Contract and any Disputes arising out of, or connected to it, are governed by English law.

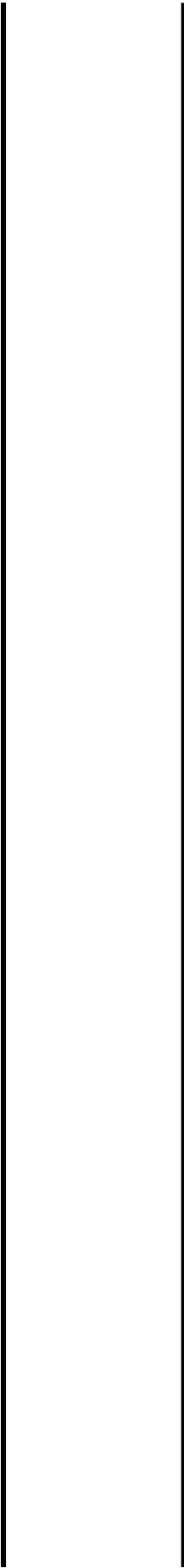


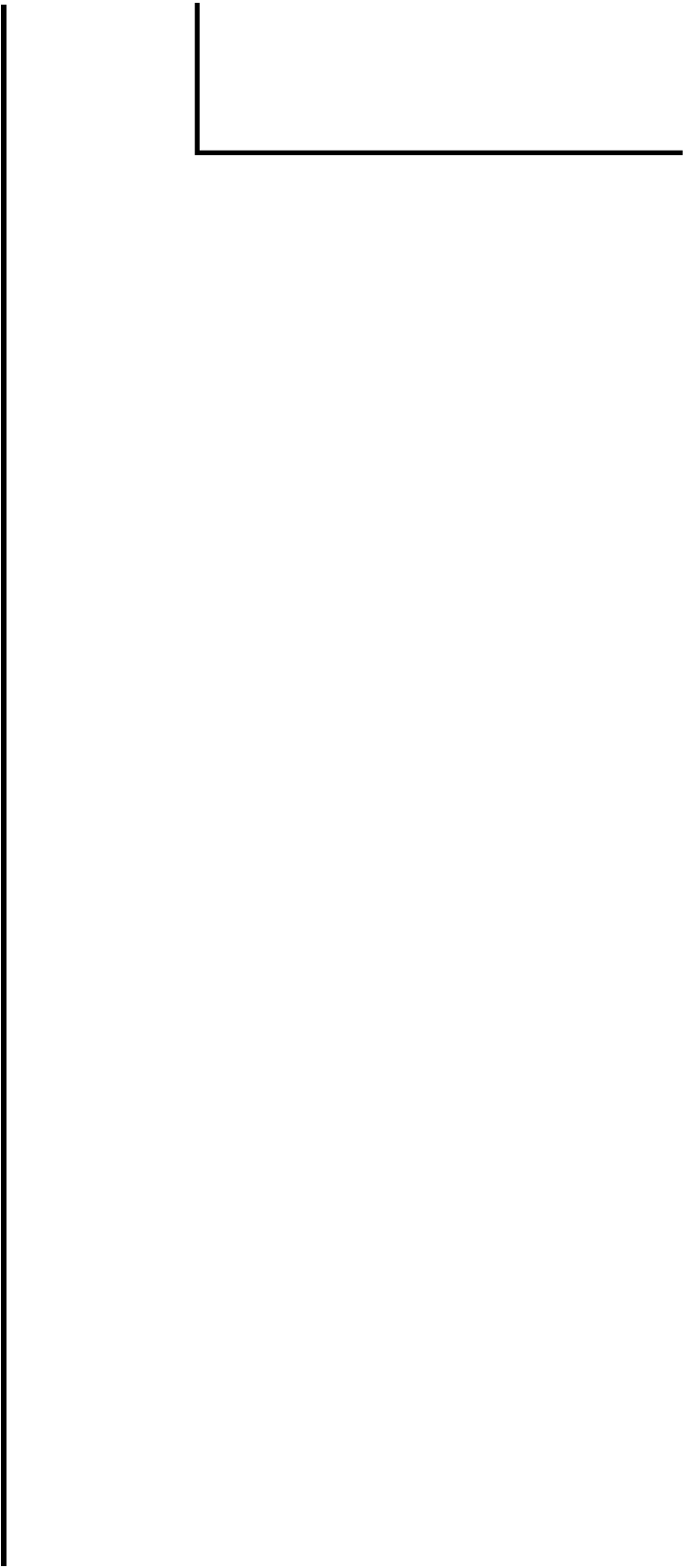
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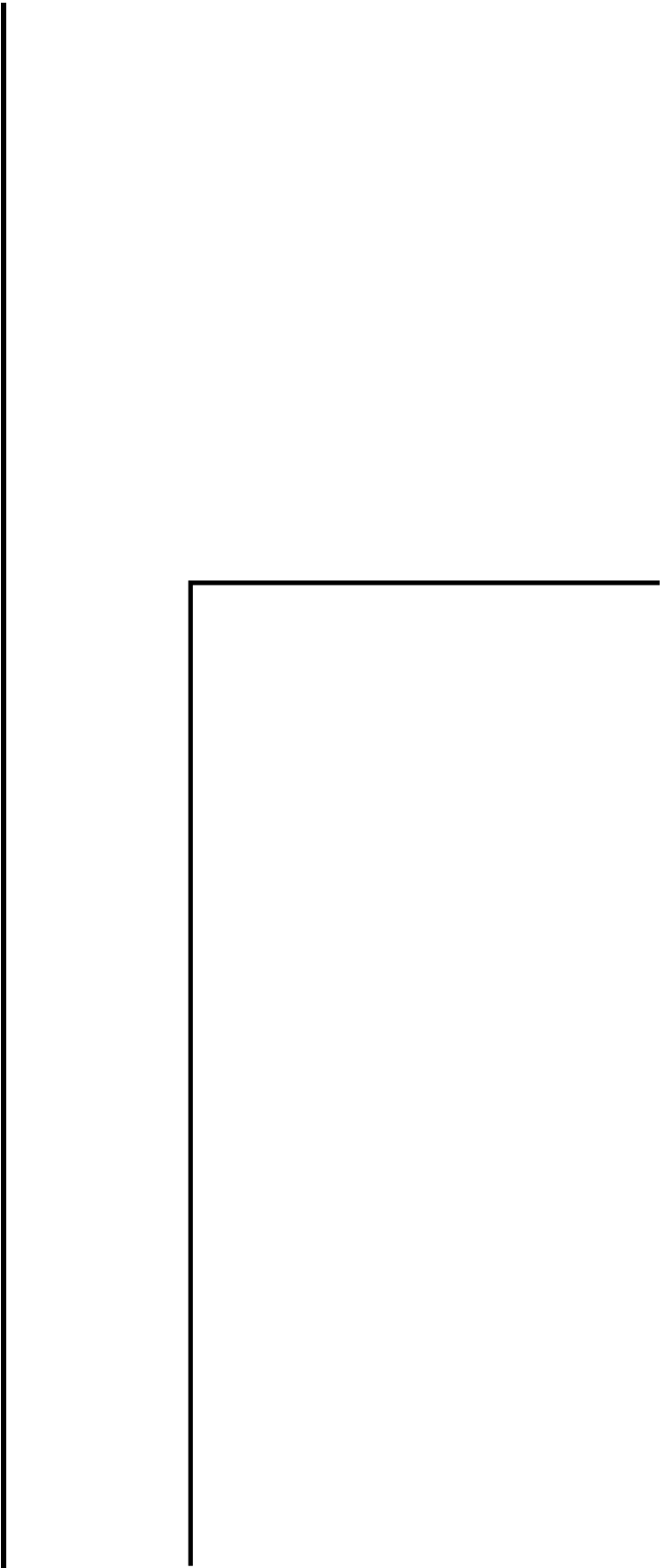








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Notes

Small van:
Medium van:
Large van:
Loaded mileage:
Fuel Surcharges:

Dedicated Vehicle
Non Dedicated Vehicle
A Stop Charge

Please note that prices below are **NOT** inclusive of tol
the London Congestion Charge)
D

LOT 1:

OVERNIGHT DELIVERY: DELIVERY TO BU

DOMESTIC - UK ONLY

(includes: All areas of England, Northern Ireland and Wales (including Scottish Highlands & Islands, Isle of Man, C

Delivery Speed	Item Weight (kg)		
Overnight delivery before 09:00	Parcel Weight (kg)	Less than 0.5	
		0.5 - 4.99	
		5-10	
		Cost per additional KG in item weight above 10 KG up to 30KG	

	Pallet Weight (kg)	50 - 249
		250 - 499
		500 - 749
		750 - 1000
Overnight delivery before 10:00	Parcel Weight (kg)	Less than 0.5
		0.5 - 4.99
		5-10
		Cost per additional KG in item weight above 10 KG up to 30KG
	Pallet Weight (kg)	50 - 249
		250 - 499
		500 - 749
		750 - 1000
Overnight delivery before 12:00	Parcel Weight (kg)	Less than 0.5
		0.5 - 4.99
		5-10
		Cost per additional KG in item weight above 10 KG up to 30KG
	Pallet Weight (kg)	50 - 249
		250 - 499
		500 - 749
		750 - 1000
Overnight delivery before 17:00	Parcel Weight (kg)	Less than 0.5
		0.5 - 4.99
		5-10
		Cost per additional KG in item weight above 10 KG up to 30KG
	Pallet Weight (kg)	50 - 249
		250 - 499
		500 - 749
		750 - 1000

ECONOMY DELIVERY: DELIVERY TO BUS

DOMESTIC - UK ONLY

(includes: All areas of England, Northern Ireland and Wales (including Scottish Highlands & Islands, Isle of Man, C

Delivery Speed	Item Weight (kg)	
Economy <2 days after collection	Parcel Weight (kg)	Less than 0.5
		0.5 - 4.99
		5-10
		Cost per additional KG in item weight above 10 KG up to 30KG
	Pallet Weight (kg)	50 - 249
		250 - 499
		500 - 749
		750 - 1000
Economy <3 days after collection	Parcel Weight (kg)	Less than 0.5
		0.5 - 4.99
		5-10
		Cost per additional KG in item weight above 10 KG up to 30KG
	Pallet Weight (kg)	50 - 249
		250 - 499
		500 - 749
		750 - 1000
		Less than 0.5
		0.5 - 4.99
		5-10

Economy <5 days after collection	Parcel Weight (kg)	Cost per additional KG in item weight above 10 KG up to 30KG
	Pallet Weight (kg)	50 - 249
		250 - 499
		500 - 749
		750 - 1000
Economy <7 days after collection	Parcel Weight (kg)	Less than 0.5
		0.5 - 4.99
		5-10
		Cost per additional KG in item weight above 10 KG up to 30KG
	Pallet Weight (kg)	50 - 249
		250 - 499
		500 - 749
		750 - 1000

SURCHARGES

Surcharges For Direct Delivery (costs per delivery)
Surcharge for delivery to Scottish Highlands
Surcharge for delivery to Scottish Islands
Surcharge for delivery to Isle of Man
Surcharge for delivery to Channel Isles
Surcharge for delivery to Scilly Isles
Surcharge for delivery to Isle of Wight
Surcharge for delivery to Northern Ireland
Surcharge for delivery Out of Hours
Surcharge for delivery on Weekends and Bank Holidays
Surcharge for Congestion Zone Deliveries
Surcharge for ULEZ Deliveries

	CITYSPRINT (UK) LTD
[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	

		(Scheduled / Pre-Agr
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DELIVERY SPEED	DELIVERY VEHICLE	BASE RATE

SAMEDAY STOP CHARGES FOR MULTIPLE DELIVERIES - NON DEDICATED

	CITYSPRINT (UK) LTD		
Vehicle type	Stop Charge £		
Cargo Bike			

VOLUME RELATED DISCOUNTS

Delivery Speed	Item Weight (kg)	
Overnight delivery before 09:00	Parcel Weight (kg)	Less than 0.5
		0.5 - 4.99
		5-10
		Cost per additional KG in item weight above 10 KG up to 30KG
	Pallet Weight (kg)	50 - 249
		250 - 499
		500 - 749
		750 - 1000
Overnight delivery before 10:00	Parcel Weight (kg)	Less than 0.5
		0.5 - 4.99
		5-10

		Cost per additional KG in item weight above 10 KG up to 30KG
		50 - 249
		250 - 499
		500 - 749
		750 - 1000
Overnight delivery before 12:00	Parcel Weight (kg)	Less than 0.5
		0.5 - 4.99
		5-10
		Cost per additional KG in item weight above 10 KG up to 30KG
	Pallet Weight (kg)	50 - 249
		250 - 499
		500 - 749
		750 - 1000
Overnight delivery before 17:00	Parcel Weight (kg)	Less than 0.5
		0.5 - 4.99
		5-10
		Cost per additional KG in item weight above 10 KG up to 30KG
	Pallet Weight (kg)	50 - 249
		250 - 499
		500 - 749
		750 - 1000

A small wheel base van with a maximum load capacity of 400 kg.

A van with a maximum load capacity of 800 kg.

A LWB van with a maximum load capacity of 800 - 1000 kg.

All prices refer to fully loaded vehicles.

All prices should be inclusive of fuel surcharges.

A vehicle which contains only the buyers items

A vehicle which contains other buyers items and multiple drops will take place

A Supplier may charge a stop charge rather than a price per mile where multiple deliveries are require

road charges for motorways, bridges, tunnels, ferries and other road charging schemes (including . Framework Suppliers are expected to itemise such charges separately on customer invoices. Details of these charges can be found by opening the link below:

<https://www.gov.uk/uk-toll-roads>

COLLECTION AND DELIVERY

SINESS ADDRESSES

hannel Islands, Scilly Isles and Isle of Wight)

CITYSPRINT (UK) LTD		
(Scheduled / Pre-Agreed Regular Delivery) Base Rate	(Unscheduled / Ad Hoc Delivery) Base Rate	WAITING TIME SURCHARGE
		ONLY APPLICABLE IF COURIER IS KEPT WAITING >15 MIN

INESS ADDRESSES)

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DRESSES (delivery on the same day as collection) - NON DEDICATED VEHI

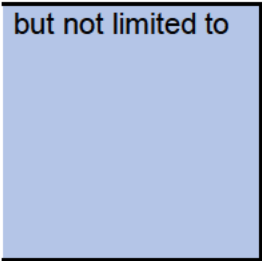
Islands)

CITYSPRINT (UK) LTD		
NON DEDICATED VEHICLES		
eed Regular Delivery)	(Unscheduled / Ad Hoc Delivery)	Additional Driver Surcharge

CITYSPRINT (UK) LTD											
% volume discount offered											
Up											

d on a sameday vehicle within the same region

but not limited to



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WAITING TIME SURCHARGE

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