

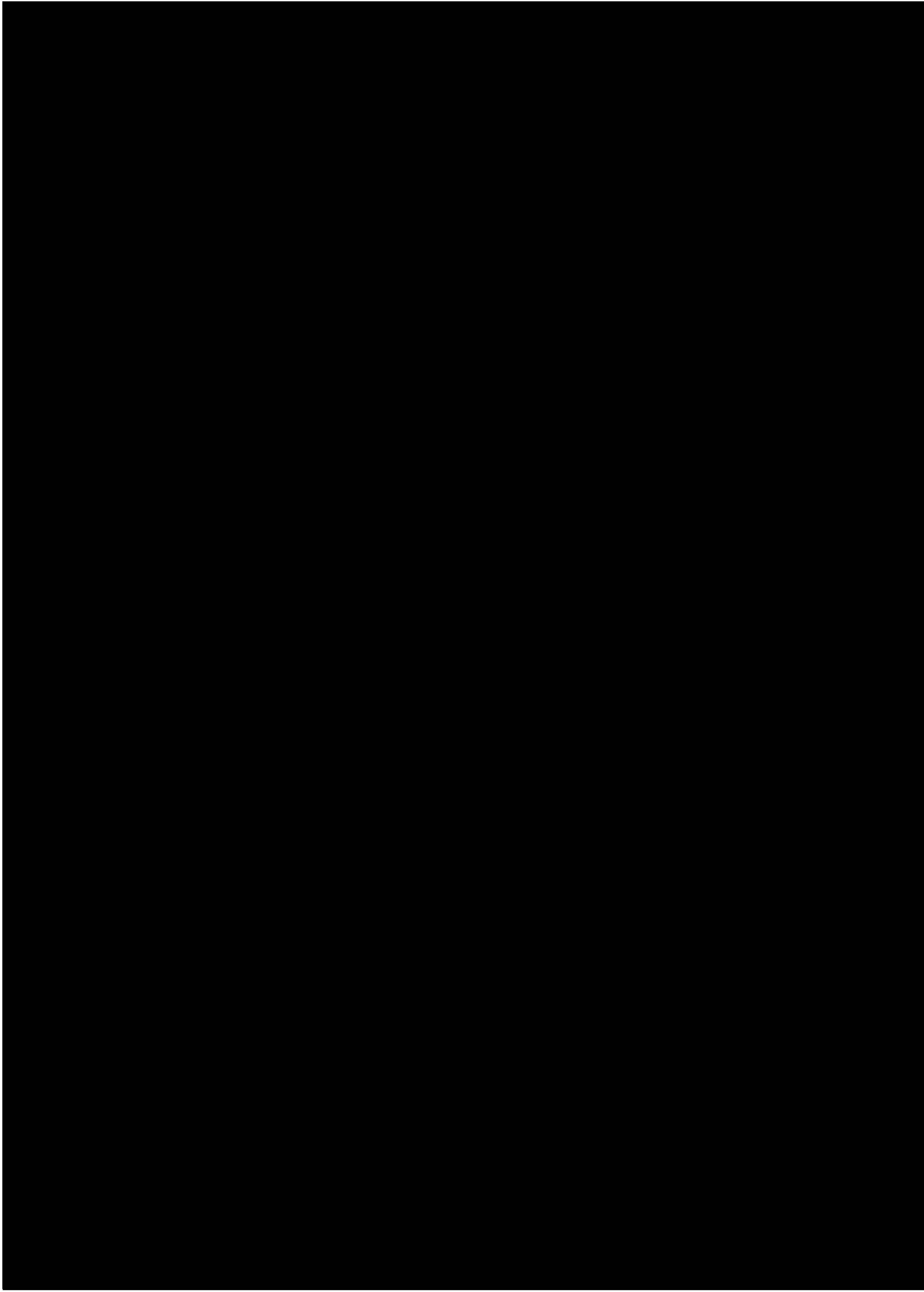
The first part of the paper discusses the importance of the research and the objectives of the study. It then proceeds to a literature review, highlighting the key findings of previous studies in this field. The methodology section describes the research design, data collection methods, and the statistical analysis used. The results section presents the findings of the study, and the discussion section interprets these findings in the context of the research objectives. Finally, the conclusion summarizes the main points of the paper and suggests areas for future research.

The research was conducted in a systematic and rigorous manner, following the principles of good research practice. The data was collected from a representative sample of the population, and the analysis was conducted using appropriate statistical techniques. The results of the study are presented in a clear and concise manner, and the discussion provides a thorough interpretation of these results. The conclusion highlights the significance of the findings and suggests areas for further research.

The study has several strengths, including a well-defined research design, a large and representative sample, and the use of appropriate statistical techniques. However, there are also some limitations to the study, such as the potential for bias in the sample and the limitations of the statistical methods used. Despite these limitations, the study provides valuable insights into the research topic and contributes to the existing literature in this field.

The findings of the study have important implications for practice and policy. They suggest that there is a need for further research in this area, and that the results of this study can be used to inform decision-making in this field. The study also highlights the importance of the research and the need for continued research in this area.

In conclusion, the study provides a comprehensive and rigorous analysis of the research topic. The findings are presented in a clear and concise manner, and the discussion provides a thorough interpretation of these results. The conclusion highlights the significance of the findings and suggests areas for further research.



Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove

any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1) Definitions

- In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	<p>c) the occurrence of:</p> <ul style="list-style-type: none"> i) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or ii) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>d) in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>e) the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p>

● Complying with security requirements and updates to them

- The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

- If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

● Security Standards

- The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - is in accordance with the Law and this Contract;
 - as a minimum demonstrates Good Industry Practice;
 - meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

● Security Management Plan

- **Introduction**
 - The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.
- **Content of the Security Management Plan**
 - The Security Management Plan shall:
 - comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

- detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

○ **Development of the Security Management Plan**

- Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the

Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

- Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

○ **Amendment of the Security Management Plan**

- The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - emerging changes in Good Industry Practice;
 - any change or proposed change to the Deliverables and/or associated processes;
 - where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - any new perceived or changed security threats; and
 - any reasonable change in requirements requested by the Buyer.
- The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
 - suggested improvements to the effectiveness of the Security Management Plan;
 - updates to the risk assessments; and
 - suggested improvements in measuring the effectiveness of controls.
- Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

● **Security breach**

- Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
 - immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

3.0.10

- minimise the extent of actual or potential harm caused by any Breach of Security;
 - remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - prevent an equivalent breach in the future exploiting the same cause failure; and
 - as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1. Background

Heat and Buildings Strategy

- The Government has published its comprehensive Heat and Buildings Strategy, with major new plans to lower cost of low carbon heating tech, like heat pumps, to ensure they are no more expensive to buy and run as fossil fuel boilers
- Alongside the Heat and Building Strategy the Government has announced more than £3.9 billion of new funding for decarbonising heat and buildings. This will fund the next 3 years of investment through the Social Housing Decarbonisation Fund, the Home Upgrade Grant scheme, the Boiler Upgrade Scheme and the Heat Networks Transformation Programme and reducing carbon emissions from public buildings through the Public Sector Decarbonisation Scheme.
- With heat in buildings being one of the largest sources of UK carbon emissions, accounting for 21% of the total, there is an urgent need to deliver a mix of new, low-carbon heating solutions to meet our legally-binding target to end the UK's contribution to climate change by 2050.
- It confirms that from 2035, all new heating systems installed in UK homes will either use low-carbon technologies, such as electric heat pumps, or will support new technologies like hydrogen-ready boilers, where we are confident we can supply clean, green fuel.
- No-one will be forced to remove their existing fossil fuel boilers.
- The Government and industry will also work together to help meet the aim of heat pumps costing the same to buy and run as fossil fuel boilers by 2030, with big cost reductions of between a quarter and a half by 2025 expected as the market expands and technology develops.

BEIS Energy Efficiency and Local (EEL) requires support to better understand the supply chain infrastructure in terms of capacity and capability. We need the ability to monitor the capacity and composition of the installer base, and prices and availability of materials. This will allow us to track capacity, evaluate progress, and have early warning of, and be able to better articulate, problems and manage risks.

Proposal. The proposal would cover the key products and installers necessary to deliver measures that are installed under schemes within EEL programmes;

Social Housing Decarbonisation Fund (SHDF)

- The Government launched Wave 1 of the SHDF in August 2021. It will provide up to £160m funding in financial year 21/22.
- The bidding window closed on October 2021 and the outcomes of bids will be disclosed in due course, with delivery up to March 2023.
- Measures to be installed in around 20k homes
- The contracting mix is large nationwide companies who will be subcontracting work, and SMEs.

Sustainable Warmth

- The Sustainable Warmth Competition was launched in June 2021 and closed to applications in August 2021.

- HUG1 is worth £152m and we have funded 21 projects. LAD3 is worth £287m and we have funded 36 projects.
- HUG1 and LAD3 are being delivered concurrently with delivery commencing in January 2022 and set to conclude by March 2023.
- Both HUG1 and LAD3 are funds for targeted support to install measures for low income households living in homes with an EPC band of E, F, G with some D properties. The key difference between the schemes is that HUG funding can only be used for homes that do not currently use mains gas for heating and LAD3 funding can only be used for homes that do use mains gas for heating.
- Measures to be installed in around 30,000 homes
- Link to all projects being funded under Sustainable Warmth has been published [here](#).

Both SHDF Wave 1 and SW are being delivered through Local Authorities.

2. Aims and Objectives of the Project

The proposal would cover the key products and installers necessary to deliver measures that are installed under schemes within Energy Efficiency and Local (EEL) programmes.

- Social Housing Decarbonisation Fund (SHDF)
- Home Upgrade Grant (HUG)
- Local Authority Delivery (LAD) (including Sustainable Warmth (SW))

The schemes mentioned above are all covering measures to be delivered in England only.

As well as SHDF, LAD and HUG, the outputs will also have relevance to the Energy Company Obligation, the Public Sector Decarbonisation Scheme and other projects and programmes across the EEL portfolio where the same measures are installed or need to be installed.

The requirement is broken into 2 areas:

1. A Market report with data insight on labour and materials supply chain across the EEL programmes
2. Supply chain mapping to provide detailed insight into the supply chain supporting across the EEL programmes

3. Suggested Methodology

Any other specific requirements	<ul style="list-style-type: none"> • <i>Quantitative data analysis (numbers-based)</i> • <i>Data / MI analysis</i> • <i>Data matching</i> <p>We expect proposals to include a review of existing market datasets and intelligence and the analysis of these in combination to deliver the project. In addition, to this we welcome proposals that include other analytical approaches e.g. data scraping or the use of market expert panels.</p>
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1) Deliverable: A Market report, with supporting presentation

A report detailing each of the following areas for the measures covered below

For each measure category:

1. Labour

- a) How many people are currently able to install them (labour) – Registered companies and installers.
 - i. Including tiering of suppliers
 - ii. how many of the installers are MCS/PAS2030/35 accredited and how many are TrustMark registered. (not applicable to all measures)

2. Materials

- a) Current material price
- b) Availability of materials (current lead time)
- c) Insight methodology on commodity pricing increases versus the correlation to the measures and the percentage mix impact they drive.

- 3. For each of 1 and 2, how current market view compares with 12 months ago and 24 months ago.
- 4. For 1, how the labour market is likely to look like in 12 months, 24 months and 36 months time.
- 5. Give an understanding of what specifically is driving each increase or decrease and how this is proportionately impacting the different measures.

The measures to be covered are:

Measure Type	Measure	Labour	Materials	PAS2035	Trustmark	Those working on EEL portfolio
Insulation	Solid wall insulation*	X	X	X	X	X
	External Wall Insulation	X	X	X	X	X
	Cavity wall insulation*	X	X	X	X	X
	Under-floor insulation	X	X			X
	Loft insulation	X	X	X	X	X
	Flat roof insulation*	X	X			X
	Pitched roof insulation*	X	X			X
	Room in roof* insulation	X	X			X
	Insulating a park home	X	X			X
	Solid floor insulation*	X	X			X
	Suspended floor insulation*	X	X			X
Low Carbon Heat	Air Source Heat Pump	X	X	X	X	X

	Ground Source Heat Pump	X	X	X	X	X
	Shared Ground Loop	X	X			X
	Solar thermal	X	X	X	X	X
	Biomass boiler	X	X			X
	Hybrid heat pump	X	X	X	X	X
	Electric storage heating	X	X			X
Heating Controls	Heating Controls	X	X			X
	Hot Water Tank Insulation	X	X			X
	Hot Water Tank Thermostat	X	X			X
Electricity Related	Solar PV	X	X	X	X	X
	Energy Efficient Lighting	X	X			X
Supporting labour	Retrofit co-ordinator	X		X		X

*Open to discussed during mobilisation how *'s in table can be combined where material / labour very similar.

We are not looking to cover all the construction materials that would be included in a project e.g. wood, copper piping, plaster. The data would specifically be about the heating “kit” or insulation materials.

Similarly on labour, we are not looking to cover top tier contractors, project managers, instead we want to get a clearer view of the “on the ground” labour available to TrustMark registered and PAS certified companies as they deliver under our schemes, as this is what enables existing companies to scale up (or not) to deliver in the short term.

The report should be broken down by region. See Regions further below.

The information returned will be used to create a data dashboard that will help the schemes understand what is happening on the ground. We will consider how to best integrate any products into the schemes (two-way), BEIS and wider if helpful.

Provide recommendations for maintaining a clearer future understanding of the relevant markets

2) Deliverable: Supply chain Mapping (SHDF & SW only)

Providing a supply chain mapping across all of the allocated LA's by scheme to understand the supply chain models allocated regarding tiered suppliers, who are they are what tier they are segmented to and considering if a specific Private Sector Organisation Framework has been used and which one.

To also look at the market as a whole and consider the different supply chain models LA's could use considering the capacity and capabilities of each tier in relation to Turnover in value and volume mapped against our allocated Grant value.

- Mapping of 'As is' supply chain across the LA's allocated funds across the following schemes: LAD 1b, 2, Sustainable Warmth, SHDF Demo, SHDF Wave 1.
 - What Supplier has been awarded the LA contract and to what value/Check the Grant value awarded matches the contract value or exceeds it for due diligence and if procured open OJEU or Framework and what Framework used.
 - What Subcontractors are being used under what relationship/measure to further understand the measure supply chain relationship.
- Analysis to identify supply chain models being used by the LA's considering the level of usage/frequency of suppliers used, which tiered suppliers and type of framework used. Giving a summary of the benefits, concerns and opportunities of each supply chain model. Analysis should show tiered percentage mix split across each scheme and area to understand the supply chain relationship models importance. Identify the type of suppliers in each tiering e.g. MSP, Sub-contractor, or SME/Installer, etc.
- Analyse the Private Sector Organisation Frameworks; width of supply chain they provide – which suppliers are on what Frameworks, how they qualify the eligibility of the provider – do they need certain accreditation ?, What measures does the Frameworks cover, do they demonstrate any costs and what is the physical make up of this Framework e.g. Length of time, type and material costs, eligibility of providers, how helpful the Framework is at running procurement activity, can it be used as a direct award. What industry uses what construction supply chain models and why? Clear benefits and risks to each supply chain model.
- Summary of efficiencies of growth potential in the market is the demand out reaching their capacity and resource and if so by how much and what is driving the increase in demand for them regarding who is requesting the demand increases considering all their customers install requests versus their own positioning of capacity and their total capacity allowance. This would be good to be matrixed in some form of table that shows some figurative outcome that BEIS can base an understanding around. We need financial insights rather than anecdotal information.
- Supporting any recommendations of future supply chain gathering questions in the energy efficiency application builds of future projects.
- Recommendations analysis for future engagement with the supply chain to help the increased delivery over the next decade.

Methodology and quality assurance

Potential suppliers are required to supply detail on how they expect to provide data to support this project (e.g. use of existing databases; collection of data from experts). We welcome bids that propose additional methodologies that are feasible in the timeframe, beyond those mentioned here. The proposal should include a list of potential sources of data that could be used, including any quality or access issues with these.

The final report will need to be accompanied by a technical annex which explains the methodology used along with an assumptions log which describes any assumptions that have been used within the analysis.

Contractors should include a quality assurance plan that they will apply to all of the analysis tasks.

Definitions of aspects of the specification

Regions defined as

- North West
- North East
- Yorkshire and Humber
- West Midlands
- East Midlands
- East of England
- South West
- South East
- London

Tiering of Suppliers

Tier 1 – Main Contractors with a direct commercial relationship with a client are termed Tier 1

Tier 2 – Sub-contractors and suppliers with a direct contract with the Tier 1 main contractor are termed Tier 2

Tier 3 - Sub-contractors and suppliers working for sub-contractors are termed Tier 3

Deliverables

Project Outcomes:

Real informative analytical data with spreadsheet and tables coupled with graphs to visually create a wider context and understanding.

Specifically, a greater understanding of the following:

- **BEIS supply chain models insight report** - GAP report and SWOT including recommendations on future market monitoring.
- **Market wide supply chain models** - insight report and SWOT
- **Cost Benchmarking Report** - for measures from the market current position insight report
- **Framework insight report** – SWOT analysis with recommendations and market understanding
- **Prospective insight report** – Supply chain optimisation market opportunities and opportunities of growth for new models.
- **Technical Annex** – *Details of how the data has been sourced, analysed and any modelling assumptions – see methodology and quality assurance*

Progress meetings: A kick off meeting followed by weekly meetings (30 minutes or longer if needed) to discuss progress and any decision points to support analysis.

Timing. A draft Market report will be ready by 10th June 2022 with supporting presentation. The final report delivered by 6th July 2022.

Core Terms

1) Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

● How the contract works

- The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 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:
 - i) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - ii) create new Call-Off Schedules;
 - iii) exclude optional template Call-Off Schedules; and/or
 - iv) use Special Terms in the Order Form to add or change terms.
- 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.
- 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.
- 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.
- The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - i) verify the accuracy of the Due Diligence Information; or
 - ii) properly perform its own adequate checks.

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

● What needs to be delivered

● All deliverables

- The Supplier must provide Deliverables:
 - i) 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);
 - ii) to a professional standard;
 - iii) using reasonable skill and care;
 - iv) using Good Industry Practice;
 - v) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
 - vi) on the dates agreed; and
 - vii) that comply with Law.
- The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

● Goods clauses

- All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 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.
- The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

- The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 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.
- 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.
- 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.

● **Services clauses**

- Late Delivery of the Services will be a Default of a Call-Off Contract.
- 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.
- The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 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.

● **Pricing and payments**

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

- 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.
- 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).
- The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 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.
- 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.
- 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.
- The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

• **The buyer's obligations to the supplier**

- 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.
- 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.