



Crown
Commercial
Service

7th Floor,
Aviation House
125 Kingsway
Holborn
WC2B 6NH

T REDACT
E
gpsopssouth@crownccommercial.gov.uk
www.gov/ccb.s.uk

REDACT
Idox
Second Floor
Chancery Exchange
10 Furnival Street
London
EC4A 1AB

1st April 2015

Dear REDACT

L0832 RM4643 EMS Enhanced Support - Idox

Further to your submission of a Tender for the above Procurement, I am writing on behalf of Cabinet Office (the Authority) to advise that the procurement is now complete.

This letter sets out the services and the terms on which you agree to provide them to the Authority.

A copy of the Terms and Conditions of this Contract can be found in Appendix A of this letter.

Contract

L0832 RM4643 EMS Enhanced Support

Service Description

For the provision of enhanced support services to existing EMS provision to Local Authorities.

- Support Desk resource which allows extended opening hours and/or weekend availabilities as required by customers.
- Quality Assurance resource which allows increase development and release cycles as required in the event of software issues/patches.

Contract Value

The maximum contract value £69,000

Contract Commencement Date

26th March 2015

Expiry Date

7th May 2015



Point of Contact

REDACT

Notices

For the Authority:
REDACT

For the Supplier:
REDACT

By signing and returning this Award Letter, the Supplier agrees to a legally binding contract with the Authority to provide to the Authority the Services specified in this Award Letter, incorporating the rights and obligations in the Terms and Conditions of Contract as set out in in the attached document to this Award Letter.

For and on behalf of the Authority:

For and on behalf of the Supplier:

Name.....

Name.....

Signature.....

Signature.....

Please print and sign one (1) copy of the attached contract and return an electronic copy to the Crown Commercial Service by e-mail to GPSOpsSouth@crowncommercial.gov.uk by close of play 6th April 2015.

Yours sincerely

REDACT

APPENDIX A
Cabinet Office
Terms and Conditions

1.1 In this Agreement, the following words will have the following meanings:

| | |
|---------------------------|---|
| “Agreement” | will mean these terms and conditions, the Specification, the Purchase order, and (if applicable) the Award Letter; |
| “Award Letter” | means the letter signed by the Customer which confirms the award of the contract and which may give details of the Services to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement; |
| “Charges” | means the charges for the Services as set out in the Purchase Order or Award Letter (as applicable); |
| “Crown” | means the government of the United Kingdom including, but not limited to, government ministers, government departments, government offices and government agencies; |
| “Customer” | means the Minister for the Cabinet Office; |
| “DPA” | means the Data Protection Act 1998; |
| “Expiry Date” | means the date for expiry of this Agreement as set out in the Purchase Order or Award Letter; |
| “FOIA” | means the Freedom of Information Act 2000; |
| “Information” | has the meaning given under section 84 of the FOIA; |
| “Key Personnel” | any persons specified as such in the Purchase Order or Award Letter (as the case may be), or otherwise notified by the Customer to the Supplier in writing; |
| “Party/Parties” | the Supplier and/or the Customer (as appropriate); |
| “Premises” | will mean have the meaning detailed in the Purchase Order or Award Letter (as applicable) or if such term is not defined it will be the address where the Services are provided; |
| “Purchase Order” | means the Customer’s order for Services which has a unique number, and details the Services to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement; |
| “Relevant Convictions” | means a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or as otherwise advised by the Customer; |
| “Request for Information” | will have the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” will apply); |
| “Services” | means the services to be provided by the Supplier to the Customer under this Agreement as specified in the Specification, the Purchase Order or Award Letter (as applicable); |
| “Specification” | means any specification for the Services produced by the Supplier and agreed with the Customer; or supplied to the Supplier by the Customer including any specification contained in the Purchase Order or Award Letter and any documents referred to therein which set out the quantity, description, quality and price of the Services; |
| “Staff” | means all persons employed by the Supplier to perform its obligations under this Agreement together with the Supplier’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under this |

| | |
|----------------------------|---|
| | Agreement; |
| “Staff Vetting Procedures” | will mean the Customer’s procedures for the vetting of personnel as advised to the Supplier by the Customer; |
| “Term” | will mean the term set out in the Purchase Order or Award Letter unless extended or terminated earlier in accordance with the terms and conditions of this Agreement; |
| “VAT” | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| “Working Day” | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |

1.2 where a capitalised word is not defined in this Agreement it will have the meaning given to it in the Purchase Order or Award Letter.

1.3 In this Agreement unless the context otherwise requires:

1.3.1 references to numbered clauses are references to the relevant clause in this Agreement;

1.3.2 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

1.3.3 the headings to the clauses of this Agreement are for information only and do not affect the interpretation of this Agreement;

1.3.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;

where the word ‘including’ is used in this Agreement, it will be understood as meaning ‘including without limitation’.

2 Basis of Agreement

2.1 The Purchase Order constitutes an offer by the Customer to purchase Services from the Supplier in accordance with this Agreement.

2.2 The Agreement will be deemed to be accepted on the earlier of: (a) the Supplier signing the Award Letter or Purchase Order; or (b) any act by the Supplier consistent with fulfilling the Purchase Order.

3 Supply of Services

3.1 In consideration of the amounts due under this Agreement, the Supplier will, from the date set out in the Purchase Order or Award Letter; provide the Services to the Customer for the Term, in accordance with the terms and conditions with this Agreement.

3.2 In providing the Services, the Supplier will:

3.2.1 co-operate with the Customer in all matters relating to the Services, and comply with all the Customer’s instructions;

3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;

3.2.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with this Agreement;

3.2.4 ensure that the Services will conform with all descriptions and specifications set out in the Specification;

- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and such other items as are required to provide the Services.
- 3.3 If the Supplier provides Services from the Customer's premises, on completion of the Services, or termination or expiry of this Agreement (whichever is the earlier) the Supplier will vacate the Customer's premises, remove his plant, equipment and unused materials and will clear away from these premises all rubbish arising out of the Services and leave the premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any Staff.
- 3.4 The Customer may inspect and examine the manner in which the Supplier supplies the Services, at the Premises, during normal business hours, on reasonable notice.

4 Representations and Warranties

- 4.1 The Supplier warrants that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this Agreement, and that this Agreement is executed by a duly authorised representative of the Supplier.

5 Variation of the Services

- 5.1 The Customer reserves the right to vary the Services required, should this at any time become necessary. In the event of any variation to the scope of the Services, the Charges will be subject to fair and reasonable adjustment to be agreed between the Customer and the Supplier.

6 Charges and Payment

- 6.1 The Charges for the Services will be as set out in the Purchase Order or Award Letter, and will be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Charges will include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2 The Supplier will invoice the Customer as specified in the Agreement. Each invoice will include such supporting information required by the Customer to verify the accuracy of the invoice including but not limited to the relevant Purchase Order number and a breakdown of the Services supplied in the invoice period.
- 6.3 In consideration of the supply of the Services by the Supplier, the Customer will pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order number. Payments may be withheld or reduced by the Customer in the event of unsatisfactory performance without prejudice to the Customer's other rights and remedies under this Agreement.
- 6.4 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under this Agreement, it will ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 6.5 All amounts stated are exclusive of VAT which will be charged at the prevailing rate. The Customer will, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable on the services supplied.
- 6.6 If there is a dispute as to the amount invoiced the Customer will pay the undisputed amount.
- 6.7 If a payment of an undisputed amount is not made by the Customer by the due date, then

the Customer will pay the Supplier interest at a rate which will compensate for such loss as has been directly caused by the late payment. The interest rate will not be at a rate higher than the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Any disputed amounts will be resolved through the dispute resolution procedure detailed in clause 40.

- 6.8 The Supplier will not suspend the supply of the Services unless the Supplier is entitled to terminate this Agreement for a failure to pay undisputed sums in accordance with clause 15.2.

7 Recovery of Sums Due

- 7.1 If any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of this Agreement) under this Agreement, that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under this Agreement or under any other agreement or contract with the Customer or with any department, agency or authority of the Crown. The Supplier will not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

8 Property

- 8.1 If necessary, the Customer will provide the Supplier with reasonable access at reasonable times to their premises for the purpose of providing the Services.
- 8.2 All equipment, tools and vehicles brought onto the Premises will be at the Supplier's risk.
- 8.3 Any equipment provided by the Customer for the purpose of this Agreement will remain property of the Customer and will only be used for the purpose of carrying out this Agreement, and will be returned promptly to the Customer on expiry or termination of this Agreement.
- 8.4 The Supplier will reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by any Staff. Equipment supplied by the Customer will be deemed to be in a good condition when received by the Supplier unless the Customer is notified otherwise in writing within seven days.

9 Key Personnel

- 9.1 Any Key Personnel will not be released from supplying the Services without the Agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 9.2 Any replacements to the Key Personnel will be subject to the agreement of the Customer (not to be unreasonably withheld). Such replacements will be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

10 Inspection of premises

- 10.1 The Supplier is deemed to have inspected the Premises before submitting its tender so as to have understood the nature and extent of the Services to be carried out and is satisfied in relation to all matters connected with the performance of its obligations under this Agreement.

11 Insurance

- 11.1 The Supplier will effect and maintain (for the Term and for 1 year following the end of the Term), with a reputable insurance company, a policy or policies of insurance providing an adequate level of cover in respect of (i) all risks which may be incurred by the Supplier,

arising out of the Supplier's performance of its obligations under this Agreement; (ii) public liability insurance; and (iii) professional indemnity insurance (where appropriate).

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

The insurance may be limited in respect of one claim (but not in any other respect) provided that any such limit will be at least £100,000.

12 Intellectual Property Rights

- 12.1 All intellectual property rights in any materials (i) provided by the Customer to the Supplier for the purposes of this Agreement will remain the property of the Customer; and (ii) prepared by or for the Supplier solely for delivery of the Services under this Agreement, will vest in the Customer. If, and to the extent, that such materials do not vest automatically in the Customer, the Supplier hereby assigns (with full title guarantee and free from all third party rights) all intellectual property rights in such materials to the Customer.
- 12.2 The Supplier hereby grants to the Customer a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any intellectual property rights that the Supplier owns, or has developed, prior to the Commencement Date of this Agreement and which the Customer reasonably requires in order to exercise its rights and take the benefit of this Agreement including the Services provided.
- 12.3 The Supplier will indemnify, and keep indemnified, the Customer in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier, its employees, agents or subcontractors.

13 Assignment and sub-contracting

- 13.1 The Supplier will not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of this Agreement or any part thereof. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier will be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 13.2 Where the Supplier enters into a sub-contract with a supplier or Supplier for the purpose of performing its obligations under this Agreement, it will comply with clause 6.4.
- 13.3 Where the Customer has consented to the placing of sub-contracts copies of each sub-contract, will at the request of the Customer, be sent by the Supplier to the Customer as soon as is reasonably practicable.
- 13.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under this Agreement without the consent of the Supplier provided that such assignment, novation or disposal will not increase the burden of the Supplier's obligations under this Agreement.

14 Term

- 14.1 This Agreement will take effect on the date specified in Award Letter or the Purchase

Order and will expire on the Expiry Date, unless it is otherwise terminated in accordance with the terms and conditions of this Agreement.

14.2 The Customer may, by giving written notice to the Supplier, give reasonable notice prior to the Expiry Date..

15 Termination

15.1 Without prejudice to any other right or remedy it might have, the Customer may terminate this Agreement by written notice to the Supplier with immediate effect if:

15.1.1 the Customer gives the Supplier 1 month's written notice, unless the Agreement is less than 3 months in duration in which case 2 weeks' notice will be given;

15.1.2 the Supplier is in material breach **of** any obligation which is not capable of remedy;

15.1.3 the Supplier repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

15.1.4 the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

15.1.5 the Supplier undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988; or

15.1.6 the Supplier becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 15.1.6) in consequence of debt in any jurisdiction.

15.2 The Supplier may terminate this Agreement if the Customer has not paid any undisputed amounts within 90 days of them falling due.

15.3 Termination or expiry of this Agreement will not affect the continuing rights under clauses 2, 3.2, 3.3, 8, 11, 16, 24, 25, 26, 30, 32, 38 and 40.

16 Consequences of termination/expiry

16.1 Upon termination or expiry of this Agreement, the Supplier will:

16.1.1 give all reasonable assistance to the incoming supplier of the Services.

16.1.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Variation

17.1 This Agreement cannot be varied except in writing signed by a duly authorised representative of both the parties.

18 Prevention of Corruption

18.1 The Supplier will not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 If the Supplier, its Staff or anyone acting on the Supplier's behalf, engages in conduct prohibited by clauses 18.1, the Customer may:

